

Timber Sale Contract

This Contract made this 27th day of November 2023, between The Town of Randolph, hereinafter called the **Owner**, and **Aldrighetti Logging LLC**, hereinafter called the **Purchaser**.

In consideration of the premises hereof, the **Owner** does hereby sell to the **Purchaser**, and the **Purchaser** does hereby purchase from the **Owner**, a quantity of timber located on the **Owner's** property, in the Town of Randolph, Vermont, known as the Sayward Town Forest, hereby sold as hereinafter described and identified, subject to all the terms and conditions and stipulations set forth.

This contract will be supervised by AJ Follensbee, a Vermont-Licensed Forester, hereinafter called the **Forester**, who will act on behalf of the **Owner** in certain aspects of the administration of this contract.

The terms of the contract shall begin on the date of signature and expire on June 30th, 2025, or until all designated timber is cut and hauled, and the timber sale has been closed out to the satisfaction of the **Forester**, or the contract is cancelled by **Owner**, whichever comes first. The contract may be extended by written agreement of both parties.

This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party.

ARTICLE I - Timber Sale Terms

1. The **Owner** warrants that it is the sole owner of the said tract and has full right and power to dispose of the timber in the manner specified.
2. The **Owner** agrees to allow the **Purchaser** to enter the described premises for the purposes of cutting and removing from there such timber as is included in the terms of this contract.
3. The **Purchaser** agrees to pay the **Owner** the rates per volume cut under the terms of this Contract as follows.

SPECIES/PRODUCTS	Rate
White Pine Sawlogs	\$150/MBF
Red Pine Sawlog	\$10.00/MBF
Norway Spruce Sawlogs	\$75.00/MBF
White Ash Sawlogs	\$400.00/MBF
Sugar Maple Sawlogs	\$300.00/MBF
Red Maple Sawlogs	\$100.00/MBF
Other Hardwood Sawlogs	\$50.00/MBF
Hardwood Mat	\$50.00/MBF
Hardwood Pallet	\$10.00/MBF
Softwood Pallet	\$50.00/MBF
Hardwood Fuelwood/Pulp	\$10.00/CORD
Softwood Fuelwood/Pulp	\$5.00/TON

4. All timber is to be harvested solely by the **Purchaser** and will be paid for by the **Purchaser** within three (3) weeks of the day of its removal from the **Owner's** property. Stumpage checks shall be made payable to The Town of Randolph. Checks can be mailed or delivered to the following address:

Town of Randolph
c/o Finance Department
7 Summer Street
Drawer B
Randolph, VT 05060
5. Each payment shall be accompanied by a statement that explains the payment, and shall be emailed to the Town Manager's office at the following address: trevor@randolphvt.org
6. The **Purchaser** agrees to submit a report to the **Forester** on a weekly basis detailing all truckloads of timber shipped from the property, where the timber was shipped, and its contents. The mill slips and reports will be sent to AJ Follensbee at the following email address: allen.follensbee@vermont.gov
7. Title to all timber in this Contract shall remain the with **Owner** until it has been paid for by the **Purchaser**.
8. The cost of infrastructure improvements will be covered through a deduction of stumpage paid to the **Owner**. The cost of the improvements shall not exceed \$2,5000.00, as estimated by the **Purchaser**. Once the improvements have been made to the satisfaction of the **Forester**, the **Purchaser** will invoice the **Owner**. The amount invoiced will be deducted from the stumpage paid to the **Owner**. Deductions made will be plainly listed in reports sent to the **Owner** and **Forester**.

ARTICLE II - Logging Operation Terms

The **Purchaser** agrees to conduct its logging operation in the following manner:

1. All trees to be cut have been marked in the following manner by the **Forester**:
 - a. Trees marked with a blue dot, or one blue slash, are to be cut.
 - b. In the hardwoods stand, eight (8) groups are to be cut. The boundaries of these groups are marked by orange flagging and trees with two (2) parallel slashes on them. All trees down to 2" are to be cut within these groups, unless flagged with blue and red flagging. Trees with parallel blue slashes are not to be cut and must remain standing.
 - c. Two (2) treatments are being implemented in the plantation. There is a 2-acre shelterwood of Norway spruce. Here all red pine are to be removed and all trees marked with blue paint. The other treatment is a 5.3-acre overstory of red pine and Norway spruce. Here all Norway spruce and red pine are to be removed along with all trees marked with blue paint. Both treatments are bounded by trees with parallel blue slashes. These trees (those with parallel blue slashes) are not to be cut and must remain standing.
 - d. Snags are to be retained to the greatest extent possible. If they pose a risk to safety during the operation, snags can be severed and left on the ground. It is the responsibility of the **Purchaser** to locate snags and decide if they pose an operational risk to safety.

- e. The sale boundary has been marked with three (3) parallel blue paint slashes facing inward towards the sale area. These triple striped trees are not to be cut.
2. Logging is to be performed by a cut-to-length system with the trees processed into logs at the stumps. Slash is to be left unchipped near the stump. Unless otherwise permitted by the Forester, the logs will be transported to the landing with a forwarder.
3. Stumps shall be cut to the lowest extent possible.
4. All tree regeneration must be retained and protected to the maximum extent possible. Tree regeneration is considered to be trees from 6" to 20' in height.
5. **Purchaser** agrees to use extreme caution to prevent damage to trees that are not designated to be cut by this logging operation.
6. This sale must be operated on frozen ground as determined by the **Forester**. The determination of suitable operational conditions is at the discretion of the **Forester**.
7. All hanging or leaning trees created by the **Purchaser's** activity shall be felled.
8. The **Purchaser** shall comply with all local, state, and federal laws and regulations regarding, but not limited to, the environment, safety, roads, and powerlines. **Purchaser** shall not trespass on property not owned by **Owner** and respect all property boundaries.

ARTICLE III – Landing, Trail and Road Construction and Maintenance

1. All log landings, skid trails, and truck roads shall be located where requested by the **Forester**. Acceptable Management Practices (AMP's) shall be employed during the construction and maintenance of all log landings, skid trails, truck roads, and water crossings. Travel surfaces and drainage on skid trails and truck roads shall always be maintained in a condition satisfactory to the **Forester**.
2. The landing location has been determined by the **Forester**. This landing shall be built to AMP standards. This area needs to be seeded, and mulched to the satisfaction of the **Forester** post-harvest.
3. The existing parking area will be used to get to the landing site. This parking area must be restored to its current condition post-harvest.
4. Gravel needed for the construction of the landing or truck road will be provided by the **Owner**.
5. Skid trails have been located on the ground by the **Forester**. They shall be constructed and maintained as directed by the **Forester**. Additional skid trails will be marked on the ground by the **Forester**, or placed by agreement of the **Forester** and **Purchaser**. Additional trails will be kept to a minimum both in number and width.
6. Recreational trails will be crossed and or used for logging operations as determined by the **Forester**. Any damage to the recreational trails by the **Purchaser** must be repaired by the **Purchaser**.
7. The **Purchaser** may be required to barricade the truck road and certain skid trails to prevent unauthorized travel at the end of operations.

ARTICLE IV - Security Deposit

The **Purchaser** agrees to deposit with the **Owner** the sum of \$2,000. Said deposit is not a credit for timber cut but shall be used as a security deposit for proper completion of the terms and conditions of this Agreement by the **Purchaser**. Payment for all timber removed must be made, and terms and conditions of this Agreement fulfilled before the security deposit is returned. No sum of money may be withheld by the **Purchaser** from stumpage payments with the intent of reclaiming the deposit.

The deposit will be returned to the **Purchaser** within 30 days after satisfactory completion of the terms of this contract as judged by the **Owner**, acting by and through the **Forester**.

ARTICLE V-Worker's Compensation, General Liability, Property Damage, and Automotive Liability Insurance

The **Purchaser** agrees to comply with Title 21, V.S.A., Chapters 9 and 11, relating to worker's compensation and occupational diseases to the extent applicable. The **Purchaser** further agrees to provide certificates of insurance to show that the following minimum insurance coverage, as defined below, is in effect for all agents, employees and others under his control, before commencing work on this contract. The certificate of insurance must name the **Owner** as an additional insured. It is the responsibility of the **Purchaser** to maintain current certificates of insurance on file with the **Owner** through the term of this contract.

Workers Compensation: With respect to all operations performed, the **Purchaser**, and any agents, shall carry workers compensation insurance in accordance with the laws of the State of Vermont. If workers compensation insurance is not required, **Purchaser** shall complete a non-employee work agreement as required by the **Owner**.

General Liability and Property Damage: With respect to all operations performed under this contract, the **Purchaser**, and any agents, shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises – Operations
- Independent Contractors' Protective
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Products Aggregate

\$50,000 Fire Legal Liability

Automotive Liability: The **Purchaser**, and any agents, shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract.

Limits of coverage shall not be less than: \$100,000 combined single unit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the **Purchaser**, and any of the **Purchaser's** agents or operations. These are solely minimum amounts required and the **Purchaser** may provide more coverage if desired.

ARTICLE VI- OSHA Requirements

The **Purchaser** must comply with all requirements of OSHA's Logging Standard, (29 CRF 1910.266), related to safe operational practices during logging operations. The parties agree that the **Purchaser**, and any agents, subcontractors and employees and others under the control of the **Purchaser**, shall specifically comply with OSHA standards for the use of Personal Protective Equipment required for use on logging operations. The **Purchaser** further agrees to include this provision in all subcontracts.

ARTICLE VII- Special Considerations

1. Upon completion of operations, all landing areas may be bulldozed to mineral soil; smoothed with butts and woody pieces removed as directed by **Forester**; and seeded and mulched at the following rates:
 - Conservation Mix 40 lbs/acre
 - Straw or local hay 60 bales/acre

No allowance was made in the sale price for landing clean-up.

2. At the earliest possible time upon completion of operations, all truck roads and skid trails shall be smoothed, water barred, and left in a condition that meets AMP standards and that is satisfactory to the **Forester**.
3. All water crossings will be removed and stabilized to AMP standards, as specified by the **Forester** when ground conditions permit.
4. Once conditions allow after operations have completed, **Purchaser** will clean up all trash and other debris and leave the landing in a smooth and neat condition to the satisfaction of **Forester**. Areas of exposed soil will be seeded with conservation mix. If not satisfactorily completed, **Owner** will arrange to have any necessary remedial work done and bill **Purchaser** for the work.
5. The **Owner** reserves the right to require the use of an excavator for construction of skid trails, and sale closeout.

ARTICLE VIII – Signatures

Owner (Town of Randolph) _____ Date

Purchaser (Aldrighetti Logging LLC) _____ Date