FOREST MANAGEMENT CONTRACT For ANDREWS COMMUNITY FOREST

Richmond, Chittenden County, Vermont April, 2023

This is agreement between the **Vermont Coverts: Woodlands for Wildlife**, whose address is PO Box 328 Vergennes, VT 05491, hereinafter called the COVERTS and **Tree Dogs LLC** whose address is 39 Weed RD, Essex JCT, VT hereinafter called the CONTRACTOR.

Witnesseth that CONTRACTOR agrees to conduct Forest Stand Improvement (FSI) at the Andrews Community Forest (ACF) in Richmond, VT for the amount of \$75/hour (per employee) with a total amount not-to-exceed \$5,000. At the end of the project, CONTRACTOR will submit an itemized invoice to COVERTS for all work performed.

This contract will be supervised by the Chittenden County Forester, hereinafter called FORESTER, who will act on behalf of COVERTS in certain aspects of the administration of this contract.

The term of the contract shall be from **April 13, 2023** until all designated trees are cut and hauled, or the contract is cancelled by COVERTS, or **May 15, 2023**, whichever comes first. The contract may be extended by written agreement of both parties.

ARTICLE I - FSI Terms

In conduct of its FSI operations CONTRACTOR agrees with COVERTS as follows:

- A. Tress to be cut are designated by:
 - 1. All stems marked with a diagonal slash of blue paint on opposite sides of the trees will be felled and left on the ground.
 - 2. All stems marked with a blue "G" will be girdled.
- B. <u>CONTRACTOR shall use extreme caution</u> so as to prevent the damage of young regeneration and trees that are not designated to be cut by the FSI operation.
- C. All hanging or leaning trees created by the CONTRACTOR's activity shall be cut and left on the ground.
- D. <u>Trees will be left completely unlopped</u> except as needed for safety and access considerations.
- E. CONTRACTOR shall comply with all local, state and federal laws and regulations regarding, but not limited to, the the environment, safety, roads and powerlines. CONTRACTOR shall not trespass on property not owned by the Town of Richmond and respect all property boundaries.
- F. CONTRACTOR will not assign this contract in whole or in part without the written consent of COVERTS.

ARTICLE II- CONTRACTOR Status and Insurance Requirements

CONTRACTOR agrees with the COVERTS that CONTRACTOR is an independent contractor and not an agent or employee of the COVERTS, and as an independent contractor CONTRACTOR will indemnify, defend and hold COVERTS and the Town of Richmond harmless from all costs, claims and expenses of whatever kind or nature incurred by CONTRACTOR, his employees, agents, subcontractors, successors and assigns in connection with CONTRACTOR'S performance of this Agreement. CONTRACTOR agrees to maintain, and agrees to have all sub-contractors maintain, any and all insurances required by the United States or State of Vermont, including, but not limited to Public Liability Insurance including all contractual liability for a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate, Vehicle Liability Insurance for a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate and Workers Compensation Insurance as required by law in connection with this logging operation. Upon execution hereof and upon the anniversaries of this execution hereof, CONTRACTOR shall provide certificates of insurance to COVERTS and the Town of Richmond demonstrating compliance with this Article II.

ARTICLE VI – Cancellation, Severability, Alterations

- A. Should the CONTRACTOR default under any provision, this Agreement may be immediately terminated at the option of the COVERTS. COVERTS may cancel this contract for any reason, at which point no more marked timber may be cut unless specified in a written agreement between both parties.
- B. In the event any provision or portion thereof of this Agreement or the accompanying Attachments is held to be invalid or unenforceable, such provision or portion thereof shall be severed from this Agreement or Attachment, as applicable, and the remaining provisions will remain in full force and effect.
- C. After the expiration date stated on Page 1 of this contract, CONTRACTOR'S rights to enter on this property shall cease and revert to COVERTS free of all claims.

Vermont Coverts: Woodlands for Wildlife	Date
Treedogs, LLC.	Date

ARTICLE VIII – Signatures