# TIMBER SALE CONTRACT AMENDMENT For THE HINESBURG TOWN FOREST

## Hinesburg, Chittenden County, Vermont September, 2021

This is an *amendment* of the agreement between the **Town Of Hinesburg**, whose address is 10632 VT Route 116 Hinesburg VT 05461, hereinafter called the OWNER and **Brown's Logging and Maple**, **LLC**. whose address is c/o Timothy Brown PO Box 184, Hinesburg, VT 05461 hereinafter called the BUYER, dated October 2018. All terms and conditions will remain the same as in the October 2018 agreement, except those stated here.

BUYER will conduct forest management on *approximately 120 acres in the northeastern portion of the Hinesburg Town Forest,* as depicted on the attached map.

*The term of the contract shall be extended until the completion of work, as judged by FORESTER, or July* **15, 2023,** whichever comes first. The contract may be extended by written agreement of both parties.

#### **ARTICLE III - Performance Deposit**

The BUYER agrees to <u>re-deposit</u> with the OWNER the sum of **\$1,500.** 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 BUYER. Payment for all timber removed must be made, and terms and conditions of this Agreement fullfilled, before the security deposit is returned. No sum of money may be withheld by the BUYER from stumpage payments with the intent of reclaiming the deposit. The deposit will be returned to the BUYER within 30 days after satisfactory completion of the logging operation as judged by OWNER, acting by and through FORESTER.

#### **ARTICLE IV - Buyer Status and Insurance Requirements**

BUYER agrees with the OWNER that BUYER is an independent contractor and not an agent or employee of the OWNER, and as an independent contractor BUYER will indemnify, defend and hold OWNER harmless from all costs, claims and expenses of whatever kind or nature incurred by BUYER, his employees, agents, subcontractors, successors and assigns in connection with BUYER'S performance of this Agreement. BUYER 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 \$2,000,000 aggregate, Vehicle Liability Insurance for a minimum \$1,000,000 per occurrence and \$2,000,000 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, BUYER shall provide *updated* certificates of insurance to OWNER demonstrating compliance with this Article IV.

#### **ARTICLE VII – Special Provisions**

- C. *Existing, town-sanctioned recreational trails* will be kept as free of logging debris as is practicably possible throughout the course of the timber sale.
- **D.** Temporary site restoration will occur to the extent reasonably practicable and at the direction of OWNER acting by and through FORESTER before logging ceases at the end of winter 2021 -22 and 2022. *In addition:* 
  - a. A \$1,500 excavation stipend will be withheld by BUYER from stumpage owed to OWNER after each winter of work. This will be considered to be a credit for up to 15 hours of excavation work conducted by BUYER at the direction of FORESTER, no later than July 15 of 2022 and 2023. This will consist of conducting closeout, trail clearing and forestry trail building.
  - **1)** The landing shall be scraped clear of all wood and debris following the timber sale, and areas of exposed soil will be seeded and mulched by BUYER to the satisfaction of FORESTER.

#### **ARTICLE VIII – Signatures**

Town of Hinesburg

Date

Timothy Brown	
Brown's Logging and Maple, LLC.	

Date

### ATTACHMENT #1

### **STUMPAGE PRICES\***

PRODUCT	PRICE
Sawlogs	\$\$\$/MBF
Hardwood Sawlogs/Veneer with	MDP – Trucking - \$225/MBF**
MDP of \$0 - \$799/MBF	
Hardwood Sawlogs/Veneer with MDP of \$800/MBF - \$1,000	MDP – Trucking - \$400 - MBF
Hardwood Sawlogs/Veneer with MDP of \$1,001/MBF - \$2,000/MBF	40% of (MDP – Trucking)
Hardwood Sawlogs/Veneer with MDP of \$2,000/MBF+	35% of (MDP – Trucking)
Softwood (Pine/Spruce) Logs	MDP – Trucking - \$160/MBF
Pulpwood/Firewood/Chipwood	\$\$\$/Cord or \$\$\$/ton
Firewood	\$15/cord (\$5.77/ton)
Hardwood Pulp	\$8/cord (\$3.07/ton)
Softwood Pulp/Chipwood	\$0

No log will result in a loss of revenue to the OWNER. Should the price f any sawlog leave the OWNER with \$0 or less per MBF, as calculated above, the stumpage price due to the OWNER will default to \$25/MBF (softwood) or \$30/MBF (hardwood).

\* "Stumpage" is the money owed to OWNER by BUYER per thousand board feet (MBF) of timber.

\*\*MDP = Mill Delivered Price