

Agreement Between AJ Follensbee Vermont Licensed Forester #148.0122877 and the Town of Randolph, Orange County, Vermont

AJ Follensbee, hereinafter called "FORESTER," agrees to assist in the management and administration of a timber sale on the Sayward Town Forest (STF), owned by the Town of Randolph, hereinafter called TOWN.

The term of this agreement will be from May 1st, 2023 – December 31st 2026; until the timber sale contract is completed; or until this agreement is ended by either party, whichever comes first. This agreement may be extended by mutual consent of both parties.

The role of FORESTER will be:

- To assist the TOWN in developing a timber sale contact, bid sheet and other necessary paperwork pertaining to the sale of timber on the STF.
- To mark timber to be cut on the STF in accordance with the forest management plan as approved by the Randolph Selectboard and to supervise the harvest of this marked timber.
- To assist the TOWN in the selection of a qualified and skilled logger for the timber sale;
- To mark the location of skid trails, stream crossings and landing site to be used by logging equipment during logging operations;
- To advise the TOWN's contracted logger and TOWN on adherence to requirements articulated in their timber sale contract, which will be agreed upon by the TOWN and their contracted logger;
- To supervise the contracted logger's work at the STF to ensure compliance to the abovereferenced contract;
- To support the TOWN in interpreting mill slips to ensure that marked timber is being paid for in accordance with contracted rates.
- To supervise the restoration of logging roads, skid trails and landing to Vermont AMP standards following the completion of the job;

The logger contracted to complete the timber sale on the STF will be chosen by agreement of the TOWN and FORESTER, and need not be the logger who submits the highest bid for the marked timber.

Though the FORESTER may provide support, it will be the responsibility of the TOWN to do any accounting related to timber sale expenses or revenues and to collect and process timber revenue.

This work will be completed by FORESTER at no cost to the TOWN.

Work will be performed in his capacity as an employee of the State of Vermont.

Both FORESTER and TOWN reserve the right to cancel this agreement at any time, for any reason. Should cancellation of this agreement occur before completion of the timber sale in question, the TOWN will contract a Vermont-licensed consulting forester to complete the administration of this timber sale.

AJ Follensbee	Date	Town of Randolph	Date