

**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 *re-deposit* 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 fulfilled, 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



# ATTACHMENT #1

## STUMPAGE PRICES\*

PRODUCT	PRICE
<b>Sawlogs</b>	<b>\$\$\$/MBF</b>
Hardwood Sawlogs/Veneer with MDP of \$0 - \$799/MBF	MDP – Trucking - \$225/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
<b>Pulpwood/Firewood/Chipwood</b>	<b>\$\$\$ /Cord or \$\$\$/ton</b>
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 of 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

