

**FOREST MANAGEMENT CONTRACT**  
**For**  
**THE CATAMOUNT COMMUNITY FOREST**

**Williston, Chittenden County, Vermont**  
**July, 2023**

This is an agreement between the **Town Of Williston**, whose address is 7900 Williston Road, Williston, Vermont 05495 hereinafter called the OWNER, and LaFoe Logging, LLC. whose address is 151 Tarbox Hill Road, Orleans, Vermont 05860 hereinafter called the BUYER (this “**Agreement**”).

Witnesseth that BUYER agrees to pay the OWNER stumpage payments for the consideration and the terms stated below, a quantity of timber on the OWNER'S property located on **approx. 25 Acres in Williston, VT** (the “**Premises**”), as depicted on the attached “**CCF Forest Management Map.**”

This Agreement will be supervised by a Vermont-Licensed Forester, hereinafter called FORESTER, who will act on behalf of the OWNER in certain aspects of the administration of this Agreement.

The term of this Agreement shall be from **August 1, 2023** until (i) all designated timber is cut and hauled, or (ii) this Agreement is cancelled by OWNER, whichever comes first. BUYER understands that operations must be suspended on November 8, 2023 and agrees to (i) notify OWNER if the project will not be completed by November 1, 2023 (ii) restore certain areas for public use during such suspension of operations, as directed by the FORESTER, by November 8, 2023 and (iii) return the following September 1 to complete the project. This Agreement may be amended by written agreement of both parties.

**ARTICLE I – Forest Management Project Terms**

- A. The OWNER warrants that it is the sole owner of the said tract of land, and has full right and power to dispose of the timber in the manner specified.
- B. The OWNER agrees to allow the BUYER to enter the Premises for the purposes of cutting and removing therefrom such timber as is included in the terms of this Agreement.
- C. The BUYER agrees to cut, transport to the landing and sort all timber designated by ARTICLE IIA.
- D. OWNER agrees to sell all timber designated and properly sorted on the landing to the BUYER at rates detailed in Attachment #1.
- E. The BUYER agrees to pay the OWNER for marked timber at the rates on Attachment #1.
- F. The BUYER agrees that all timber sale payments are to be made to the OWNER within one week after payment is received from the mill or 30 days after delivery to the mill, whichever comes first. Such payments shall be accompanied by the corresponding Mill Tally Scale Slips with a statement of the species, volume, service/timber sale rate and dollars represented by said payment.
- G. All timber sale checks are to be made out to **Town of Williston** and sent c/o Simon Myles to OWNER's address, listed above.

H. Upon request, BUYER will submit a sheet detailing all truckloads of timber that were shipped to markets, including their destination, and contents.

## **ARTICLE II - Logging Operation Terms**

In conduct of its logging operations BUYER agrees with OWNER as follows:

A. Trees to be cut are designated by:

1. All stems marked with a diagonal slash of blue paint on opposite sides of the trees shall be cut and the sawlogs removed. All pulpwood contained within these trees will be left unprocessed, unlimbed and unlopped on the forest floor.
2. All stems marked with a dot of blue paint on opposite sides of the trees shall be cut. If a sawlog product exists within one of these trees, it shall be removed. Pulpwood from trees marked with a dot may be removed or left unprocessed, unlimbed and unlopped on the forest floor at BUYER's discretion.

B. All timber shall be processed on the landing to realize the highest value products. Prior to transporting timber to the mill, BUYER shall provide FORESTER with a reasonable time period to inspect wood on the landing, if FORESTER so chooses, and to re-sort wood on the landing if it is not sorted to realize the highest value products.

C. BUYER shall use extreme caution so as to prevent the damage of young regeneration and trees that are not designated to be cut by the logging operation and to avoid damage to trails. Such damage shall be paid for at triple the price, as determined by OWNER acting by and through FORESTER.

D. All hanging or leaning trees created by the BUYER's activity shall be felled.

E. Tops and limbs of trees will be left completely unlopped except as needed for safety and access considerations and along recreational trails.

F. BUYER shall comply with all local, state and federal laws and regulations regarding, but not limited to, the environment, safety, roads and powerlines. BUYER shall not trespass on property not owned by OWNER and respect all property boundaries including but not limited to those marked pursuant to Article II (H), below.

G. Stream and wet area buffers will be designated by trees marked with parallel blue-painted stripes facing away from the stream. Within marked buffers no equipment may be operated, and all slash must be removed.

H. Property boundaries will be denoted by trees marked with 3 parallel blue-painted stripes, facing towards the interior of OWNER's property. No timber may be felled on property not owned by OWNER, and no slash may be left within 50 feet of OWNER's boundary lines.

I. BUYER agrees to comply with all aspects of the Acceptable Management Practices for protecting water quality on logging jobs in Vermont (AMPs). BUYER further agrees to take preventative or remedial actions as directed by OWNER acting by and through FORESTER during and after cessation of operations to assure compliance.

- J. Location of forestry roads and trails shall be determined by OWNER acting by and through FORESTER.
- K. **BUYER agrees to leave open and in good condition all recreational trails in the project area. Trails will be kept clear of brush and slash and extreme caution will be taken to avoid damaging trails. BUYER shall not use recreational trails without prior authorization from OWNER acting by and through FORESTER.**
- L. BUYER shall commence logging operations on or about September 1, 2023. BUYER may move equipment to the site up to one week before September 1, 2023 but may not commence tree cutting until this date.
- M. BUYER will not assign this Agreement in whole or in part without the written consent of OWNER.
- N. BUYER shall use a Cut-To-Length system for harvesting trees, including wheeled forwarders operated without chains on the tires.
- O. The cost of any gravel/crushed stone and excavator time needed for access improvements, approved by FORESTER, will be deducted from stumpage owed to OWNER. Excavator time will be paid at the rate of \$100/hour.
- P. OWNER reserves the right to request an amount of softwood sawlogs to be left on the landing following the job, not to exceed 10 MBF in total. The cost of cutting, skidding and piling this timber will be paid to the logger at a rate of \$250/thousand board feet (MBF) to be deducted from stumpage owed to OWNER as scaled by FORESTER.
- Q. BUYER shall maintain fire extinguishers on site for fire suppression.

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

The BUYER agrees to deposit with the OWNER the sum of **\$2,000.00**. 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, State of Vermont or OWNER, including, but not limited to General Liability Insurance including all contractual liability for a minimum \$1,000,000 per occurrence and \$2,000,000 aggregate, Auto Liability Insurance with a total liability limit of at least \$1,000,000 and Statutory Workers' Compensation insurance. Upon execution hereof and upon the anniversaries of this execution hereof, BUYER shall provide certificates of insurance to OWNER demonstrating compliance with this Article IV and listing OWNER as additional insured for the period of this Agreement.

## ARTICLE V – Cancellation, Severability, Alterations

- A. Should the BUYER default under any provision, this Agreement may be immediately terminated at the option of the OWNER. OWNER may cancel this Agreement 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. This Agreement contains the entire agreement between the parties with respect to the purchase or sale of the timber referred to herein, and the same may not be modified or discharged nor may any of the terms be waived except by an instrument in writing signed by the parties hereto.
- D. After the expiration date stated on Page 1 of this Agreement, BUYER'S rights to enter on this property shall cease and revert to OWNER free of all claims.

## ARTICLE VI – Special Provisions

- A. Logging shall only be completed under dry ground conditions. OWNER, acting by and through FORESTER, reserves the right to suspend logging operations if OWNER deems conditions are not suitable, at its own discretion. BUYER is responsible for ensuring that the site is stable at all times and that operations are terminated during periods of poor operating conditions.
- B. Existing recreational trails, marked in the field by FORESTER, will be kept free of logging debris as is practicably possible throughout the course of the forest management operation outlined in this Agreement.
- C. Site restoration (“close-out”), at BUYER’s own expense and without setoff against amounts owed by BUYER to OWNER, will occur at the direction of OWNER acting by and through FORESTER **within**, to the extent reasonably practicable, **one week of the completion of the project.** Close-out will consist of:
  - 1) **The landing will be scraped clear of all wood and debris, mulched and seeded with grass;**
  - 2) **All recreational trails will be cleared of slash and debris;**
  - 3) **Gravel trails used by logging equipment will be smoothed with a rockrake and/or Harley rake to the satisfaction of FORESTER;**
  - 4) **Ditches and drainage beside gravel trails will be cleared of brush and debris;**
  - 5) **Shoulders of gravel trails with disturbed or exposed soil will be smoothed, seeded and mulched;**
  - 6) **Ruts will be smoothed and water bars installed to the satisfaction of FORESTER.**
  - 7) **Equipment will be removed from the site no later than one week after completion of close-out.**

## ARTICLE VII – Signatures

Erik Wells

7/24/23

Town of Williston

Date

Name: Erik Wells

Title: Town Manager

Stan Parker

7-14-23

LaFoe Logging, LLC

Date

Name: Stan Parker

Title: Partner/Owner

## ATTACHMENT #1

### *STUMPAGE PRICES\**

<b>PRODUCT</b>	<b>PRICE</b>
<b>Sawlogs</b>	<b>\$\$\$/MBF</b>
Sawlogs with MDP of \$0-399/MBF	20% of Total MDP (after Trucking expense is subtracted)
Sawlogs with MDP of \$400-599/MBF	27% of Total MDP (after Trucking expense is subtracted)
Sawlog with MDP of \$600/MBF+	50% of Total MDP (after Trucking expense is subtracted)
<b>Pulpwood/Firewood/Chipwood</b>	<b>\$\$\$/Cord or \$\$\$/ton</b>
Firewood/Hardwood Pulp	\$10/cord
Softwood Pulp/Chipwood	\$0

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

\*\*MDP = Mill Delivered Price

\*\*\* Trucking rates must be approved by OWNER, acting by and through FORESTER.