

Timber Sale Contract

This Contract made this second day of August, 2023 between the Town of Chelsea Vermont, Party of the First Part, hereinafter called the Owner, and Kevin Braman of Chelsea, Vermont, Party of the Second Part, hereinafter called the Purchaser.

In consideration of the premises hereof, the Owner does hereby sell to the Purchaser, and the Purchaser does hereby purchase from the Owner, a quantity of timber located on the Owner's property, in the town of Chelsea, known as the George Tutherly block of the Chelsea town forest, hereby sold as hereinafter described and identified, subject to all the terms and conditions and stipulations set forth.

1. All hardwood trees designated by blue paint shall be harvested. All trees containing sawlogs shall be utilized and marketed to the maximum grade potential.
2. The Purchaser agrees to pay the Owner for sawlogs under the terms of this Contract as follows:

<u>Mill Price</u>	<u>Stumpage Price</u>
< \$150/mbf	\$10/mbf
151-200	\$35
201-250	\$50
251-300	\$80
301-350	\$100
351-400	\$125
401-450	\$150
451-500	\$200
501-600	\$250
601-650	\$300
651-700	\$350
701-750	\$400
751-800	\$440
801-850	\$500
851-900	\$550
901-1,000	60% of mill price
>\$1,000/mbf	65% of mill price

3. For firewood/pulpwood the Purchaser agrees to pay \$10/cord.
4. The Purchaser is solely responsible for all trucking costs associated with this sale.
5. All timber is to be harvested solely by the Purchaser and will be paid for by the Purchaser within three weeks from the day of its removal from the Owner's property. Mill slips and payment record shall be provided to the Orange County Forester. Stumpage **checks shall be made payable to The Town of Chelsea.** All payments shall be accompanied by a statement that explains the payment, and shall be mailed to the following address:

Chelsea Treasurer
P.O. Box 266
Chelsea, VT 05038

6. Title to all timber in this Contract shall remain with the Owner until it has been severed and paid for by the Purchaser.

7. The Purchaser agrees to comply with Title 21, V.S.A., Chapters 9 and 11, relating to worker's compensation and occupational diseases to the extent applicable. Upon request, the Purchaser further agrees to provide certificates of insurance to show that the following minimum insurance coverage, as defined below, is in effect for all agents, employees and others under his control, before commencing work on this contract. It is the responsibility of the Purchaser to maintain current certificates of insurance on file with the Owner through the term of this contract.

Workers Compensation: With respect to all operations performed, the Purchaser, and any agents, shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under this contract, the Purchaser and any agents, shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations
Independent Contractors' Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Products Aggregate
\$50,000 Fire Legal Liability

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Purchaser, and any of the Purchaser's agents or operations. These are solely minimum amounts required and the Purchaser may provide more coverage if desired.

8. To prevent rutting and root damage, and to protect established regeneration, Purchaser agrees to suspend operations promptly upon notification that site conditions are no longer acceptable for operation, such as might occur during prolonged warm or rainy periods. The Orange County Forester will determine the acceptability of operating conditions.

9. The Purchaser will exercise reasonable care during logging, in order to protect established regeneration, or other unmarked trees from damage. All trees not marked or otherwise designated for cutting are reserved from cutting.

10. All slash shall be lopped to within four feet of the ground. No cut, or partially cut, trees shall be left standing or leaning against standing trees.

11. Purchaser agrees to keep the Town road, internal truck roads, landings and all skid trails in a condition acceptable to the Owner at all times. Upon completion of operations, Purchaser agrees to grade and waterbar all roads and trails used in this sale as deemed necessary by the

Orange County Forester.

12. Purchaser agrees to comply with all rules and standards found in “Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont” dated June 29th, 1987.

13. This Contract may not be assigned, transferred, sold or made over to any other party without prior written permission of the Owner.

14. The terms of this Contract are completely set forth in this document, and none of its conditions may be varied or modified, except in writing and as agreed by both parties.

15. The Owner reserves the right to cancel this Contract, or to suspend operations on the sale area, at any time, if the Owner determines that the provisions of this Contract are not being carried out by the Purchaser.

16. This Contract shall begin on the date of signature and expire on December 31, 2023.

Chairperson, Chelsea Select Board

Date

Witness

Purchaser

Date

Witness