

## Timber Sale Contract

This Contract made this first day of December 2018, between the Bradford Academy and Graded School District, Party of the First Part, hereinafter called the Owner, and Bob Beaulieu of Newbury, 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 Bradford, Vermont, known as the Low-St. John Forest, hereby sold as hereinafter described and identified, subject to all the terms and conditions and stipulations set forth.

1. All trees, and only those trees, designated by blue paint shall be harvested. All designated trees shall be utilized and marketed to the maximum practicable extent for sawlogs, pulpwood or firewood.
2. The Purchaser agrees to pay the Owner for sawlogs under the terms of this Contract as follows:
  - a. Mill price < \$235/mbf, stumpage due is \$10/mbf
  - b. For all other logs, regardless of species, stumpage due is the mill price minus \$225/mbf
3. For Softwood pulpwood the Purchaser agrees to pay \$1.50/ton.
4. For Hardwood pulpwood the Purchaser agrees to pay \$4.00/ton.
5. For firewood the Purchaser agrees to pay \$10/cord.
6. The Purchaser is solely responsible for the trucking costs associated with this sale.
7. 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 Bradford Academy Graded School District**. All payments shall be accompanied by a statement that explains the payment, and shall be mailed to the following address:

Elizabeth Kingsbury  
Bradford Elementary School  
143 Fairground Road  
Bradford, VT 05033
8. Title to all timber in this Contract shall remain with the Owner until it has been paid for by the Purchaser.
9. The Purchaser agrees to post a security deposit in the amount of one thousand dollars (\$1,000), to be held by the Owner during the life of this Contract, then to be discharged or held in whole, or in part, as payment for un-liquidated damages.
10. 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. 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

Automotive Liability: The Purchaser, and any agents, shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract.

Limits of coverage shall not be less than: \$100,000 combined single unit.

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.

11. The landing, truck road and all main skid trails are already in place for this sale, and no new landings, roads or main trails are to be constructed or used.

12. Most logging will take place on snow cover, and under frozen conditions to reduce damage to the site and to residual trees. With approval of the Orange County Forester, logging may take place in some areas during non-winter conditions where site conditions allow.

13. To prevent rutting and root damage, Purchaser agrees to suspend operations promptly upon notification that site conditions are no longer acceptable for operation, such as during periods of rain or thaw. The Orange County Forester will determine the acceptability of operating conditions.

14. The Purchaser will exercise reasonable care during logging in order to protect young growth, or other unmarked trees from damage. All trees not marked or otherwise designated for cutting are reserved from cutting. Reserved trees unnecessarily damaged or severed during logging operations shall be paid for at a stumpage rate equal to three (3) times the amount listed in

paragraph 2, with volume and mill price determined by the Orange County Forester.

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

16. Purchaser agrees to comply with all rules and standards found in "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" dated August 2018.

17. Upon completion of operations, the truck road, all main skid trails and the landing shall be completely cleared of debris. These areas are mowed annually and must be left in a condition suitable to mowing. The landing shall be graded smooth, limed, fertilized, seeded and mulched at the following rates;

Lime	2 tons/acre
Fertilizer (10-10-10)	240 lbs/acre
Conservation Mix	42 lbs/acre
Mulch	60 bales/acre

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

19. 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.

20. 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.

21. This Contract shall begin on the date of signature and expire on June 1, 2020.

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BES Board, Chairperson

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Date

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Witness

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Purchaser

\_\_\_\_\_

Date

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Witness