

In the period from 2000-2009, 5 Timber Sales in the Lange Memorial Forest took place under the oversight of the Orange County Forester. This was the first logging done in the Lange Memorial Forest since its Acquisition in March, 1980. All sales gained a modest profit for the Town.

Below is the first of those sales, how it was negotiated, how it was presented to the SB for approval and how it was communicated to the Town Treasurer.

Of note is the reference to the "Fairlee Municipal Forest." The Orange County Forester has stated that he was not made aware of the requirements of the HCRS Contract documents, either by the Town or by the State.

This sale took place in late 2000. The HCRS contract specifically mentioned that Lange Memorial Forest signs would not be needed.

The Lange Memorial Signs were not installed until 2016. Interestingly, the HCRS Contract includes 3 access roads: Brushwood, Bald Top and Knox. The three LMF signs were installed on Knox, Bald Top and at the Boat Landing, at the Cross Rivendell trail head.



State of Vermont

AGENCY OF NATURAL RESOURCES

Department of Fish and Wildlife
Department of Forests, Parks and Recreation
Department of Environmental Conservation

Department of Forests, Parks & Recreation
324 North Main Street
Barre, VT 05641
(802) 476-0173

Jim O'Donnell
144 Fairview Street
Fairlee, VT 05045

November 28, 2000

Dear Jim,

Enclosed please find three copies of a contract for the sale of timber on the small piece of the Fairlee Municipal Forest that is only accessible through the Ludwig parcel. Neal Darling, the logger that is working on the Ludwig parcel, is willing to do the cutting on the Municipal land. He and I have negotiated a total sale price of \$1257 for the timber, minus a contribution of \$410 (of an estimated \$1045 total cost) for access improvements on the Ludwig property that are necessary to reach this area.

The net to the Town is \$847 (\$1257 - \$410), and a check for that amount is also enclosed. The total estimated volume included in this sale is 2.320 MBF and 106 cords. Mr. Darling is not only willing to pay competitive prices for a very marginal timber sale, but he is willing to pay the entire amount in a single, up-front payment. He comes highly recommended, and I believe this is a good opportunity to begin our long-planned improvement of the forest on this property.

I ask that the Town Forest Board review the enclosed contracts. If they meet with your approval, please sign all three copies, and pass the check on to the Town Clerk. Keep a copy of the signed contract for your records and please return the other two copies to me for Mr. Darling, and my own files. If there is a problem with the contract, please let me know at your earliest convenience so that it can be rectified promptly. Thanks.

Sincerely,

David Paganelli
Orange County Forester

encl.

TOWN OF FAIRLEE
PO BOX 7
FAIRLEE VT 05045
802-333-9653

December 5, 2000

David Paganelli
Department of Forests, Parks & Recreation
324 North Main Street
Barre, VT 05641

Re: Timber Sale Contract

Dear Mr. Paganelli:

At last night's Selectboard meeting, Jim O'Donnell reviewed your letter dated November 28 along with the Timber Sale Contract enclosed thereto. The Selectboard confirmed the Town Forest Board's decision to have the Lange Forest cut as specified.

Enclosed are two signed contracts. We have maintained one signed contract as well as the check number 5315 in the amount of \$847.00.

If you need anything further, please contact Mr. O'Donnell directly.

Sincerely,



Martha Marteney
Administrative Assistant
to the Selectboard

cc: Jim O'Donnell (with copy of contract)
Town Treasurer (with original contract)

Timber Sale Contract

This Contract made this seventeenth day of November, 2000, between the Town of Fairlee, Vermont, Party of the First Part, hereinafter called the Owner, and Neal Darling of Groton, Vermont, Party of the Second Part, hereinafter called the Purchaser.

Witnesseth, that 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 Fairlee, Vermont, known as the Fairlee Municipal Forest - "Ludwig Sale", hereby sold as hereinafter described and identified, subject to all the terms and conditions and stipulations set forth.

1. The Purchaser agrees to pay a lump sum of \$847.00 for all wood marked for cutting as of the date of this Contract. The lump sum payment of \$847.00 equals the negotiated price for the marked timber (\$1257.00), less a negotiated access improvement contribution (\$410.00). Payment will be made in a single installment, due when the Contract is signed, with the check made payable to Town of Fairlee, Vermont.

2. It may be desirable, for operational reasons, to mark additional merchantable trees once the sale is in progress. With the Purchaser's agreement, such trees will be marked and cut, with the Purchaser billed, at the prices specified below, and based on volumes estimated by the Orange County Forester. Full payment is due within 10 days of the billing date, with checks made payable to Town of Fairlee, Vermont, and mailed to the following address: Town of Fairlee; P.O. Box 95; Fairlee, VT 05045

Sawlogs

Sugar Maple	\$350/MBF
Paper Birch	\$ 60/MBF
Aspen & Red Maple	\$ 40/MBF
Red Oak	\$500/MBF

Pulpwood/Firewood

Hardwood	\$6/cord
Hemlock	\$8/cord

3. All trees, and only those trees, designated by blue paint shall be cut. All trees designated for cutting shall be utilized to the maximum practicable extent for sawlogs or pulp, except that some trees may be girdled, by mutual agreement of the Purchaser and the Orange County Forester. Any girdled trees shall be "double" girdled.

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

5. The Purchaser covenants and agrees to save the Owner harmless from any and all claims for injuries or damage to persons or property resulting from the acts or omissions of the Purchaser, his agents, employees or others under his control during the period of this Contract. The Purchaser shall provide proof of insurance, upon request of the Owner. The minimum level of acceptable liability insurance is \$300,000.

6. The sale volume is estimated to be 2.320 MBF of sawtimber, and 106 cords and is the result of

measurement of each marked tree. While this estimate is believed to be accurate, it is not guaranteed.

7. The landing for this timber sale will be located on the abutting property. The Purchaser accepts all responsibility for the construction and maintenance of this landing and any associated truck road.
8. 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.
9. The Purchaser will exercise reasonable care during logging in order to protect young growth, unmerchantable trees, 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 three feet of the ground. No cut, or partially cut, trees shall be left leaning against standing trees.
11. This Contract may not be assigned, transferred, sold or made over to any other party without prior written permission of the Owner.
12. 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.
13. 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.
14. This Contract shall begin on the date of signature and expire on April 1, 2002.

<u>James S. Donnell</u> Town Forest Board, Chairman	<u>11-30-00</u> Date	<u>Katherine M. O'Donnell</u> Witness
<u>City of Jones</u> Town Forest Board, Member	<u>11-30-00</u> Date	<u>Katherine M. O'Donnell</u> Witness
<u>Timothy H. Creamer</u> Town Forest Board, Member	<u>12-2-00</u> Date	_____ Witness
_____ Town Forest Board, Member	_____ Date	_____ Witness
<u>N. Neal Darling</u> Purchaser	<u>11/20/2000</u> Date	<u>Sharon K. Darling</u> Witness