

FOREST MANAGEMENT SERVICES CONTRACT

This contract, made by and between the Town of Fairlee (Fairlee Town Forest), hereinafter called Landowner, and Redstart Forestry, Inc. of Corinth, Vermont, hereinafter called Forester, witnesses as follows:

That in consideration of the premises hereof, Landowner does hereby hire Forester and Forester does hereby agree to perform the services as defined in this contract and as further identified and described in Attachment A, subject to all terms, conditions, and stipulations hereinafter set forth.

Forester agrees:

- 1) To indemnify, defend, and save Landowner harmless from any and all claims for injuries or damage to persons or property resulting from acts or omissions of Forester, his or her agents, employees, or others under his or her control while operating under the terms of this contract.
- 2) To maintain public liability insurance and worker's compensation insurance in compliance with the laws of the State of Vermont, and to furnish proof of said insurance to Landowner upon request.
- 3) To bill Landowner within two weeks of completion of services.
- 4) To complete work outlined in Attachment A within 3 years.

Landowner agrees and warrants:

- 1) That the Landowner has the full legal right to authorize the services described in this contract.
- 2) To provide the Forester with accurate information regarding the location of the boundaries of the property, and if any boundary dispute exists, to so indicate to Forester.
- 3) To indemnify and hold harmless Forester from any claim to damages to property of abutters as a result of Landowner's incorrect designation of boundaries.
- 4) To grant permission to Forester to enter the above-designated tract to perform agreed services.
- 5) To pay the Forester for services outlined in Attachment A within 60 days of receiving invoice from Forester for completed services.
- 6) To notify and/or communicate directly with the public regarding questions over the management of the town parcels.

MB

It is mutually agreed:

- 1) That the terms of this contract are completely set forth herein and none of its conditions may be varied or modified, except by written agreement between Landowner and Forester.
- 2) That in the event that any disagreement arises between the parties of this contract, they agree to negotiate in good faith to resolve any such disagreement. ~~In the event that they cannot resolve the disagreement in this manner, they agree to bring the disagreement to binding arbitration and abide by the decision of the arbitrator.~~
- 3) This contract shall begin upon signing and expire upon completion of all terms of this contract or on the last day of May 2016, whichever occurs first.

Landowner's signature:

Mary Dale _____ *dja*

Forester's signature:

Markus Bradley _____ *6/24/13*

April 10, 2013

Town Forest Committee
c/o David Matthews
80 Skyline Drive
Fairlee, VT 05045

RE: Revised Forest Management Plan Proposal

Dear David,

Thank you for asking Redstart to bid on the task of preparing a forest management plan and map for the Fairlee Town Forest, and thank you for sending us the revision on the criteria of the plan. We understand that the property under consideration is between 1600-1800 acres +/- located west of Lake Morey and that the management priorities for the Fairlee Town Forest include recreation, wildlife habitat, and growing timber. Several of the items you are requesting in the plan have increased our costs from the original bid.

Redstart's forest management maps are prepared using ArcMap 10, a geographic information system (GIS) that has set the professional standard for forestry mapping. The map will be printed in color on 24" X 36" paper, based on 2012 black and white aerial photography, and scaled to 1:6,300 (1 inch=525'). The map will also be available digitally as .PDF or .JPG files for easy emailing and collaboration with other partners the Town may have.

Information including existing truck roads, main skid routes, log landings, marked hiking trails, historic sites, vernal pools, and other significant landscape features will be mapped using GPS technology. Secondary skid routes are not mapped as part of the initial planning process although recommendations for improvements to the access network will be made in the forest management plan.

Data will be collected using a grid of systematic random sample points centered on an 8 chain (528') grid. At each sample point, the forest will be surveyed using a 10BAF prism to determine basal area. Sampled trees will be identified by species then measured using a Biltmore Stick to determine diameter. An assessment of timber potential and volume will be made for each tree. Field data will be analyzed using the US Forest Service's NED1 computer program. Based on field observations and stocking information, the property will be broken up into stands, defined by a contiguous group of trees

MS
MD dg

of like age and type. For each stand, forestry metrics will be reported within the plan, along with a narrative discussing general observations, soils, stocking levels, wildlife habitat features, aquatic resources, access, forest health, and long-term objectives. Regeneration, plants, ferns, clubmosses, and grasses will be included in the inventory process, per the request from the outline you provided. For each stand, a prescription will be made detailing management activities recommended for the following 15 years. Patch cutting will be applied where appropriate in an effort to meet the desired goal of 10%-15% early successional habitat. Some land not suitable for timber harvesting (inoperable or special management areas) will be identified with the recommendation that these areas not be managed for timber.

Redstart has been a leader in third-party "Green Certification" by the Forest Stewardship Council (FSC), which is the most respected international standard. We are also certified Tree Farm inspectors, Vermont Woodlands Association Certified Foresters, and members of the Society of American Foresters and the Forest Guild. The forest management plan will carry a FSC certificate number making wood harvested from the property eligible to be sold in FSC certified markets. FSC and /or Tree Farm certification programs have criteria for management that must be followed before harvesting timber if certification is desired and we are happy to discuss this further.

During the inventory process, an attempt will be made to locate all property corners and lines. Boundary lines will not be blazed or painted as part of the inventory process, though the condition of each line segment will be noted and specific recommendations will be made regarding boundary line maintenance required. After the initial planning process, Redstart could paint boundary lines whose location can be determined with a reasonable degree of certainty; this work could be completed at our hourly rate of \$45 plus 15% that covers the costs of paint, mileage, postage, phone calls, etc (effectively \$51.75).

The estimate covers the cost of management plan preparation only. Timber sale administration costs including tree marking, road layout, requesting bid from loggers, and volume and revenue tracking are billed at our regular hourly rate at the conclusion of a timber sale. If Redstart is asked to attend meetings after the submission of the management plan, this time will be billed at our hourly rate including one way travel.

Bids:

Fairlee Town Forest: 1600-1800 acres = \$10,080

We look forward to working with you on these important lands. Sincerely,

Markus Bradley, Forester

MB
MB
aj