

MUNICIPAL TIMBER SALE CONTRACT

THIS CONTRACT is made this 24th day of October, 2025 , between the Town of Georgia Vermont, hereinafter called the *Town*, and **Michael Rainville of Fairfield, Franklin County, Vermont, hereinafter called the *Purchaser*.**

Town of Georgia:
47 Town Common Rd. N
Georgia VT 05478
(802) 524-3524, town office
administrator@townofgeorgia.com

Michael Rainville:
9089 Rt. 36
Fairfield, VT 05448
(802) 309-4205, cell
rainshop@myfairpoint.net

WITNESSETH, that in consideration of the premises hereof, the Town does hereby sell to the Purchaser and the Purchaser does hereby purchase from the Town, a quantity of timber located on the Silver Lake Town Forest (parcel ID 101900000, SPAN 237-076-11256), Town of Georgia, Vermont, and known as the Silver Lake Timber Sale and further identified and described on the attached map, hereby sold as hereinafter designated and identified, subject to all the terms, conditions, and stipulations hereinafter set forth.

All references to ‘Forester-in-Charge’ herein shall mean *Charlie Hancock, Franklin & Grand Isle County Forester, Vermont Dept. of Forests, Parks & Recreation*, or designee, as described in the Service Agreement between the Department of Forests, Parks & Recreation and the Town. All references to ‘State’ shall mean the State of Vermont.

Charlie Hancock, Franklin & Grand Isle County Forester
111 West St.
Essex Junction, VT 05452-4695
(802) 917-2711, cell
Charlie.Hancock@vermont.gov

THE PURCHASER AGREES:

1. This sale of all trees designated under the term of this Contract, and as referenced in **Tables 1 and 2** herein, will be based upon mill scale for all products exclusive of firewood. The purchaser agrees to pay the following prices per thousand board feet (MBF) or per cord on a weekly basis according to procedures set forth:

<u>Species/Product</u>	<u>Price/MBF</u>
<i>SAWTIMBER</i>	
Pine/Hemlock	35% after trucking
Hardwood	
\$0-999/mbf	42% after trucking
\$1000+/mbf	50% after trucking
<i>CORDWOOD</i>	
Firewood	\$10/cord
Softwood pulp	n/a

Purchaser shall report stumpage weekly on the Timber Sale Payment Record provided by the Forester-in-Charge. Stumpage payments shall be made within 14 days subsequent to Purchaser's receipt of mill payment for timber and cordwood removed. Payment must be received in the office of the Forester-in-Charge no later than Thursday for all products paid for the previous week. Copies of all mill slips shall accompany all payments. Purchaser must also include a signed receipt for any firewood products not sold to a mill. Stumpage checks are to be made payable to ***Town of Georgia*** and delivered to the Forester-in-Charge at 111 West St., Essex Jct. VT 05452-4695

2. That they have entered into the timber sale contract without any reliance upon the Forester-in-charge's acreage estimates, volume estimate, appraisal, or pre-bid documentation.
3. Title to each tree remains with the Town until rightfully cut. The Town shall have a security interest in all logs and wood until paid for by the Purchaser. The title to all felled timber which remains on Town lands after the termination or expiration date of this contract shall revert to the Town. Additionally, any payments which have been made under this contract at the time of termination may be retained by the Town to satisfy the purchaser's failure to complete contractual obligations regardless of the quantity of timber remaining.
4. To post a contract surety, cash bond, or irrevocable letter of credit in the amount of \$1,200 to be held during the life of this Contract, then to be discharged, or held in whole or in part, as payment for unliquidated damages. All cash bonds are non-interest bearing and shall be in the form of a certified check, money order, or bank draft made payable to the Town of Georgia.
5. To the Town's intent that this sale and all associated close-out work will be completed by the expiration date of December 1st 2026. Extensions will be considered by the Town only under extraordinary circumstances. The purchaser shall apply to the Forester-in-charge in writing citing the special circumstances, at least 14-days prior to the expiration date of this contract,

if an extension is desired to complete the sale. As conditions to granting an extension, the Town reserves the right to:

- a. Reappraise the Contract prices paid;
- b. Require payment in full for the unpaid balance of the sale; and/or
- c. Require the Purchaser to pay the Town for any costs of remarking or redesignating the trees in the sale.
- d. The Purchaser has no right to an extension, and the decision to grant an extension, and all terms of any extension, shall be within the Town's sole discretion.

6. Road Construction and Mobilization

- a. This sale may be operated on dry, snow covered, or frozen ground as determined by the Forester-in-charge.
- b. To obtain all necessary state and local permits required to operate this sale, (trucking permits, etc.), and pay all taxes assessed against logs or other products associated with this sale.
- c. All logging and earth moving equipment and transports shall be cleaned and free of dirt and plant material prior to entering on to Town property. The intent of this condition is to reduce the potential for the introduction of non-native plant materials. No allowance was made in the sale price for this requirement. Purchaser shall inform the Forester-in-Charge of the date and time of equipment move-in for visual inspection purposes.
- d. Main skid trails have been located and delineated on the ground by the Forester-in-charge and shall be constructed and maintained as directed by the Forester-in-charge. Main skid trail locations will be reviewed during the presale conference with the Forester-in-charge. Skid trails will be kept to a minimum both in number and width, with new skid trails constructed only where identified by the Forester-in-Charge.
- e. Skid trails will not be located in sensitive areas subject to substantial rutting or where access may pose water quality concerns, unless ground conditions allow (ie. frozen ground). Should marked trees be unreachable given this condition Purchaser will consult with the Forester-in-Charge.
- f. For all activities associated with this timber sale and the time period covered by this timber sale contract, the Purchaser shall comply with Vermont's water quality statutes and the "Acceptable Management Practices for Maintaining Water Quality of Logging Jobs in Vermont" dated August 11, 2018, and at a minimum, shall employ the Acceptable Management Practices to the maximum practicable extent.

The Forester-in-Charge upon request of the Purchaser will provide a copy of the above-referenced document. Compliance with all State and Federal rules and regulations regarding erosion control, water quality, and wetland protection is required.

- g. Before operations begin, there will be a pre-sale conference on site between the Purchaser and the Forester-in-charge to discuss specific sale conditions. The Purchaser shall further notify the Forester-in-Charge before starting, suspending, or closing operations of the sale.

7. General Conditions

- a. Harvest (sale) area is designated as described in **Tables 1 and 2** herein
- b. Not to sever or damage trees not designated for cutting unless mutually agreed upon by the Purchaser and Forester-in-Charge
- c. To sever and utilize all designated trees as described in **Tables 1 and 2**. Purchaser agrees to cut any and all stumps low, but leaving the paint mark showing, said stumps generally not to exceed the height of the root swell. All stems designated with Group Selection areas shall be felled unless marked in accordance with Table 2. Due to market conditions, all softwood pulp may be retained in the woods per conditions in articles (d) and (e) below.
- d. Tops from all felled trees will be pulled from within fifty (50) feet of main designated recreational trails. Tops shall be severed at merchantable diameter and left where they fall except as noted above. Tops from felled trees shall not be left hanging on standing trees.
- e. To comply with 10 V.S.A. § 2648 (slash removal), to remove all slash within fifty (50) feet of the right-of-way of public highways and adjoining property lines and within one hundred (100) feet of standing buildings on adjoining property. In addition, slash shall be removed from all streams.
- f. All log landings, skid trails, and truck roads shall be located where designated by the Forester-in-Charge. Travel surfaces and drainage on skid trails and truck roads shall be maintained in a condition satisfactory to the Forester-in-Charge at all times. A bulldozer will remain present on site during the course of the sale and will be required for sale closure and/or landing cleanup and/or temporary stabilization of truck roads and skid trails. This includes the stabilization of truck roads, skid trails

and water crossings to prevent erosion or runoff if the sale extends for more than one operating season, or is inactive for an extended period of time.

- g. All trash, waste oil, hydraulic fluid, gasoline, and any other hazardous waste shall be collected, removed from the site daily, and properly disposed of.
- h. Consistent with 10 V.S.A. § 6617, any and all spills of hazardous material, including but not limited to petroleum products, in excess of 2 gallons or any amount that poses a potential or actual threat to human health or the environment, shall be immediately reported by Purchaser in accordance with regulations adopted by the Vermont Department of Environmental Conservation. Purchaser shall simultaneously notify the Forester-in-charge of any spill. Purchaser shall maintain at least one petroleum/hazardous materials spill response kit on each log landing during active operations. Landing-based spill response kits shall, at a minimum, be capable of containing up to 30 gallons. In addition, a spill response kit shall be located within an area of cutting during active operations. These spill response kits shall, at a minimum, be capable of containing up to 5 gallons.
- i. All documented and undocumented historic remnants are considered a resource and will be protected from disturbance. Historic remnants include but are not limited to cellar holes, wells, kilns, burial sites and other evidence on the landscape of past human occupation. All applicable known historic remnants on the subject property will be identified and marked with pink flagging by the Forest-in-Charge, with notice given to the purchaser. Felling of trees and equipment operation will not occur inside this perimeter without the consent of and conditions specified by the Forester-in-Charge. Purchaser shall notify the Forester-in-Charge of any historic remnants discovered during the operation of the sale and avoid disturbance of these historic resources pending specific instructions from the Forester-in-charge.
- j. Spring poles and slash will be treated to contract specifications as the cutting progresses rather than being saved for the end of the job.
- k. It may be desirable, for operational reasons, to mark additional merchantable trees at the time the sale is in progress. With Purchaser's agreement, such trees may be marked and cut and paid for by the Purchaser at contract prices.
- l. To prevent excessive road damage or erosion during spring breakup or extended periods of wet weather, the Purchaser agrees to suspend all operations or portions of the operation upon notification by the Forester-in-Charge that such conditions exist. The Forester-in-charge agrees to notify the Purchaser promptly when conditions are satisfactory for operations to resume.

- m. To suspend all operations or portions of the operation if excessively wet, dry, or hazardous conditions develop, and/or upon notification by the Forester-in-charge, and not resume operations until notified by the Forester-in-charge that conditions are satisfactory to resume.
 - n. If deemed necessary due to weather or other conditions by the Forester-in-Charge, temporary waterbars will be installed and landings will be temporarily blocked.
 - o. In the event that the Purchaser fails to satisfactorily complete the sale according to the terms of the contract, the performance bond may be retained in whole or in part, to cover any costs or damages associated with the sale.
8. Special Operation Conditions
- a. The Forester-in-Charge, in consultation with the Seller, shall provide and install signage to warn recreational users of possible hazards. It shall be the responsibility of the Purchaser to ensure that the signs remain intact and visible while the sale is operational. If signage is vandalized or otherwise removed by a third party the purchaser will immediately notify the Forester-in-Charge.
 - b. Log-reinforced waterbars will be installed at designated locations prior to operations. Main skid trails susceptible to erosion may require log-reinforced waterbars at any time.
 - c. Several sensitive areas are present on the marked sale area. The location of these seeps will be identified by the Forester-in-Charge to the sale operator, and marked as referenced in **Tables 2** herein. Equipment must remain outside of these areas at all times and trees must be felled away from area boundaries.
 - d. Areas witnessed with a combination of blue and orange ribbon, as described in **Table 2** are equipment exclusion areas designated to protect seeps, vernal pools, streambanks, and other sensitive sites. Designation marks will be located on the outside edge of the feature.
 - e. Care should be taken in felling trees to protect the advanced regeneration to the greatest extent practicable

9. Closeout Conditions

- a. During the close of operations, the Purchaser shall employ “Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont” dated August 11, 2018, to the maximum practicable extent and, at a minimum, shall remove all non-permanent structures from streams, and restore and stabilize the streambank and channel. All approaches to streams, between the stream and the first water diversion of either side and all disturbed streambanks shall be stabilized and seeded and mulched with seed-free straw mulch.
- b. All truck roads and skid trails shall be smoothed, water barred, and left in a condition satisfactory to the Forester-in-charge at the earliest possible time or by July 1st 2026 whichever is sooner, and all water crossings will be removed and stabilized as specified by the Forester-in-charge when ground conditions permit.

10. Certification Regarding Debarment

- a. Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.
- b. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

11. Subcontracting, Worker’s Compensation, General Liability, Property Damage, and Automotive Liability Insurance

- a. Purchaser will not assign or subcontract the performance of this agreement to any party without prior written permission from the Town, and that any subcontractor shall supply the Town with a signed statement that they have read, understand, and agree to abide by, and comply with, the terms of this contract. The Purchaser shall provide the Forester-in-charge with signed copies of all sub-contract agreements, and shall ensure that the Forester-in-charge receives insurance certificates for all subcontractors (including contract wood product truckers), as set forth below, prior to commencing operations.
- b. The Purchaser understands that the Town will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Town

employees, nor will the Town withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Contract. The Purchaser understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Purchaser.

- c. That the Purchaser, and any agents, sub-contractors and employees of the Purchaser, shall act in an independent capacity and not as officers or employees of the Town.

The Purchaser shall indemnify the Town and its officers and employees against all claims or suits arising from any act or omission of the Purchaser, its agents, employees, subcontractors or others under his control in the performance of this Contract. The Town shall notify the Purchaser in the event of any such claim or suit, and the Purchaser shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

- d. To comply with Title 21, V.S.A., Chapter 9 relating to worker's compensation to the extent applicable. The Purchaser will also include this provision in all subcontracts it may enter, and require compliance with this provision by all subcontractors of the Purchaser. The Purchaser will need to provide certificates of insurance to show that the following minimum insurance coverage is in effect for all agents, employees or others under their control, before commencing work on this contract. It will be the responsibility of the Purchaser to maintain current certificates of insurance on file with the Forester-in-Charge through the term of the contract.

Workers Compensation: With respect to all operations performed, the Purchaser, and any agents or subcontractors, 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 the contract, the Purchaser, and any agents or subcontractors, shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

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

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Purchaser shall name the Town of Georgia and its officers and employees as additional insureds for liability arising out of this contract.

Purchaser shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The Purchaser, and any agents and subcontractors, shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract.

Limits of coverage shall not be less than: \$1,000,000 combined single limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Purchaser, and any agents and/or subcontractors, for the Purchaser's, and any agents and/or subcontractor's operations. These are solely minimums that have been established to protect the interests of the Town and State.

- e. The Purchaser will provide the Forester-in-charge with a list of all employees, agents or subcontractors, including truckers, employed by, hired by, or under contract with, the Purchaser for execution of this contract. The Purchaser must keep the list current and identify if the employee, agent or subcontractor is covered by, or exempted from, workers' compensation insurance and provide appropriate documentation to demonstrate compliance with state law.
 - f. The Forester-in-Charge may mark some trees with an arrow, pointing upward, to designate that the forester marking the tree noted that a potential overhead hazard existed at the time the tree was marked. No warranty is made that all potential hazards have been identified or marked. The Purchaser, and any agents, sub-contractors, employees and/or other under its control are solely responsible for identifying and eliminating, or minimizing exposure to potential hazards the trees or located in the surrounding area.
12. OSHA Requirements: To comply with all requirements of OSHA's Logging Standard, (29 CFR 1910.266), related to safe operational practices during logging operations. The parties agree that the Purchaser, and any agents, sub-contractors and employees and other under the control of the Purchaser, shall specifically comply with OSHA standards for the use of Personal Protective Equipment required for use on logging operations, including but not limited to hard hats, eye and face protection, hearing protection, foot protection and leg protection. In addition, while onsite, the Purchaser, and any agents, sub-contractors and

employees and other under the control of the Purchaser shall wear seasonally appropriate high visibility clothing on the torso and first aid kits must be worn or carried by hand fellers. The Purchaser further agrees to include this provision in all subcontracts.

13. Quarantines

- a. **FIREWOOD** – Purchasers should be aware that many states in the region have firewood quarantines that apply to importation of all species of firewood from Vermont. The definition of firewood, required treatments, and certifications vary from state to state. Contact the state department of agriculture or forestry in the destination state for more information.

- b. **EMERALD ASH BORER** – It is unlawful to willfully and intentionally move ash wood infested with emerald ash borer (EAB) without proper treatment. The Forester-in-charge will inform the purchaser if the sale is in a known EAB infested Area in Vermont posted at VTinvasives.org or of the presence of visibly infested trees. If trees are infested with EAB, the purchaser must follow the State of Vermont’s Recommendations to Slow the Spread of Emerald Ash Borer. The purchaser shall understand and agree to abide by and comply with these recommendations. Transportation across state lines may be regulated by the receiving state.

For more information, please call: Josh Halman, Forest Health Program Lead, VT FPR (802-279-9999) or Katherine Servidio, Forest Economy Program Manager, VT FPR (802-636-7804).

THE TOWN AGREES:

1. To designate trees to be cut according to **Table 2** included herein.

2. To clearly mark all necessary property lines and interior features in the sale as described in **Table 2** herein, confirming that boundary locations reflect legal ownership of the parcel.

3. To designate and clearly mark known remnants of historical value such as stone walls, cellar holes, kilns, and also to locate and describe any buffers or designated crossings as described in **Table 2** herein.

4. To indemnify the Purchaser against all claims or suits arising from any act or omission of the Town, its agents, employees, subcontractors or others under its control in the performance of this Contract. The Purchaser shall notify the Town in the event of any such claim or suit,

and the Town shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

IT IS MUTUALLY AGREED THAT:

1. That the terms of this Contract are completely set forth in this agreement and none of its conditions may be varied or modified, except by written agreement between Town and Purchaser.
2. This Contract will be governed by the laws of the State of Vermont.
3. That failure by Purchaser to comply with the terms of this Contract shall be sufficient cause, upon written notification by the Town, for immediate suspension of operations and failure to pay shall be cause for immediate cancellation or suspension of operations.

This contract shall begin on date of signature and expire on December 1st 2026.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.

TOWN OF GEORGIA

Authorized Town Official

Date

PURCHASER

Michael Rainville

Date

TABLE 1 – TREATMENT UNIT DESCRIPTIONS

Stand 1 – approx. 83 acres – Expanding Gap Irregular Shelterwood		
Goals – Harvest designated mature & at risk sawtimber; protect, release, and grow best quality pole and sawlog trees to increase overall stand quality; further diversify stand structure of the benefit of wildlife and ecological functions/values	Marking – CUT TREE marking in BLUE slash with stump mark. GIRDLE TREE marking with BLUE X	Operator guidelines – as described previously, contractor may retain all softwood pulp in the forest with attention to conditions outlined in Section 7 (<i>General Conditions</i>)
Stand 2 – 5 acres – Group Selection		
Goals – Phased plantation removal to encourage regeneration/transition to native suit of species; restoration of ecological function	Marking – HARVET GROUPS with plantation areas delineated by RED FLAGGING	Operator guidelines – as described previously, contractor may retain all softwood pulp in the forest with attention to conditions outlined in Section 7 (<i>General Conditions</i>)

TABLE 2 – MARKING PROTOCOLS

Feature	Marking Material	Marking Description
Property boundary (PB)	Pink flagging	1 flag = line; 3 flags = corner
Designated main skid trails	Orange flagging	With three flags designating a trail intersection(s)
Cut tree (CT)	Blue paint	1 diagonal slash at breast height + dot below stump height
Girdle tree (GT)	Blue paint	“X” – girdle to create habitat
Sensitive site (SS)	High-visibility combination of blue and orange flagging	Multiple flags define area containing important feature to be protected
Harvest Group Boundaries	Red flagging	Flagging denotes perimeter of group area. Flagged trees to be retained.
Retention w/in Groups	Blue Paint	Two dots at breast height