

# STUMPAGE CONTRACT

City of Berlin/Berlin Airport Authority, New Hampshire

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Contract number 2019 - 1

Made on this 12th day of January, 2019, between City of Berlin/Berlin Airport Authority (BAA), New Hampshire, hereinafter referred to as **City/BAA**, and, **Chris Ouellette Harvesting** of Milan, NH, hereinafter referred to as **Purchaser**. This Contract shall take effect as of the date first written above, and shall terminate, unless renewed or extended, on September 1, 2019. As set forth below, certain obligations of **Purchaser** hereunder may survive the termination of this agreement.

For and in consideration set forth below, **City** agrees to sell to **Purchaser** all the following described timber, designated by **City/BAA**, on the terms and conditions set forth below.

Said timber is located on land described as Berlin Airport located on French Hill road, Town of Milan, County of Coos, State of New Hampshire. More specifically, said timber is located as shown on the attached map(s), which are made a part of this Contract.

## WITNESSETH

1. **City** warrants that there are no mortgages or encumbrances affecting the sale of the timber covered by this agreement, except as may be listed on a separate schedule attached to this agreement. **City/BAA** further warrants that it will guarantee and defend the title of the designated timber to the **Purchaser** and will do nothing during the term of this agreement to interfere with or jeopardize the rights of the **Purchaser**.

**City** further warrants that said designated timber is within the boundaries of **City/BAA's** land; also **City** agrees to indemnify and hold harmless the **Purchaser** for all damages that may be incurred as a result of incorrect boundary designation.

2. **City/BAA** hereby grants permission to the **Purchaser** to enter land designated by City/BAA in to cut and remove therefrom such designated timber and to construct only such roads and landings as may be approved by **City/BAA or its Agent**.

3. It is understood that the **Purchaser** will complete all cutting and trucking as outlined in this Contract before September 1, 2019. It is also understood that all other work outlined in this Contract shall be completed by September 1, 2019, unless otherwise specified.

4. The **Purchaser** agrees to pay **City/BAA** the following amounts under the following payment schedule for the timber harvested under this agreement:

<b>Estimated Volume</b>	<b>Species and Product</b>	<b>Per unit Rate</b>
50 tons	Hardwood Pulpwood	\$ 15.00 /ton
250 tons	Spruce and fir Pulpwood	\$ 8.00 /ton
40 tons	Aspen Pulpwood	\$ 15.00 /ton
250 tons	Biomass Chips	\$ 5.00 /ton
200 mbf	Spruce and fir sawlogs	\$ 200.00 /mbf
1 mbf	Hardwood tie logs	\$ 80.00 /mbf

**Payment Schedule:**

Copies of all scales shall be supplied to **Agent** on a weekly basis. **Agent** will then bill the **Purchaser** for stumpage due.

All payments should be made in **the Berlin Airport Authority's** name and mailed to:

City of Berlin  
Attn: City Manager  
168 Main Street  
Berlin, New Hampshire 03570

5. The final scale to be used in the settlement of payment for the forest product produced hereunder shall be that of the mill they are delivered to. Said mill scale shall be final and binding upon the **Purchaser** and **City**.

6. The **Contractor** will indemnify and save harmless **City/BAA** and its authorized agents from any and all claims and actions covering lost costs, expenses (including attorney and legal fees), and damages of every kind and description which are brought or made against **City/BAA** or its agent on account of, or in any manner arising out of, the work being done under this Contract.

7. The **Purchaser** hereby states that he is an independent contractor engaged in all tasks associated with the production and harvesting of forest products and not an agent or employee of **City/BAA**, and that he will furnish all labor, tools, trucks and other equipment needed to complete these services. It is his sole right to hire, fix wages of, supervise, discipline and discharge his employees, free from interference by **City/BAA**.

8. The **Purchaser** shall carry liability and property damage insurance with limits of not less than \$ 2,000,000.00 for Comprehensive General Liability (combined single limit) and not less than \$ 500,000.00 for Property Damage (each occurrence and aggregate). **Purchaser** shall also carry automobile and vehicle insurance with the following minimum limits: Comprehensive Automobile Liability - Bodily Injury (each person and occurrence) - \$ 1,000,000.00; Property Damage, \$ 100,000.00 (each occurrence). **Purchaser** shall also carry workman's compensation insurance. The **Purchaser 's** insurance policies shall name the Berlin Airport Authority and City of Berlin as additionally insured. The **Purchaser 's** insurance policies shall contain clauses to the effect that they cannot be modified or canceled except after at least ten (10) days written notice by the insurance company to **City/BAA**. Before commencing any work under this Contract, the Contractor shall supply to **City/BAA** or **Agent** certificates of all such insurance policies and if said policies are not satisfactory to **City/BAA**, **City/BAA** may terminate this Contract.

9. The **Purchaser** further agrees that he shall conduct all activities associated with this contract in compliance with all local, state and federal laws. Such laws include Timber Harvesting, Labor Relations, OSHA, and, or, any other laws which may apply.

10. The **Purchaser**, within fifteen days of the termination of this Contract, shall remove from said lands at his own cost all of his equipment and that of his subcontractors and their employees.

11. **City/BAA**, without penalty to the **Purchaser**, may immediately suspend harvesting operations if **City/BAA or Agent** determines that unreasonable or excessive damage to the residual timber, access roads, skid roads or logging roads, is occurring due to **Purchaser's** operation. In the event of a violation of any of the terms herein stated, **City/BAA** reserves the right to suspend **Purchaser's** operation until the breach has been corrected and damages, if any, have been paid by the **Purchaser**.

12. Neither **City/BAA** nor the **Purchaser** shall be held liable for nonperformance of this Contract if caused by conditions beyond either party's control. Said conditions may include, but are not limited to, strikes, floods, fires, and explosions.

13. The **Purchaser** agrees to provide to **City/BAA** a Performance Bond in the amount of \$ 2,500.00. This Performance Bond shall be held until all terms outlined in this Contract have been satisfactorily completed by the **Purchaser** within the dates specified herein, **City/BAA** reserves the right to retain all or part of said Performance Bond to cover damages or the cost of completion of **Purchaser's** obligations hereunder.

14. **City/BAA** reserves the right to restrict the size and type of logging equipment and the manner in which the equipment is operated by the **Purchaser**.

15. A **Purchaser** trip ticket shall accompany each load of wood delivered under this Contract. A single copy of this ticket shall be supplied to the following: **City/BAA**, mill wood is delivered to, **Purchaser**, trucker and forester/agent.

16. This agreement shall not be assigned in whole or in part without the written consent of **the City/BAA**.

17. Care shall be taken at all times by the **Purchaser** and his employees against fire.

18. **City/BAA or its Agent** reserves the right to locate all main skid trails in an attempt to reduce soil erosion potential.

19. **City/BAA** reserves the right reasonably to designate the number and location of all temporary stream crossings. Adequate crossing structures shall be supplied by **City/BAA** and installed by the **Purchaser**, at his expense, as approved by **City/BAA**. Said structures shall be removed upon completion of cutting in the operating area.

20. All slash shall be lopped so as not to exceed 4' in height.

21. Stump heights shall not exceed 12", unless metal or some other circumstance requires a stump height greater than 12".

22. All wood shall be cut in one operation so as not to do unnecessary damage to residual trees, i.e. hardwood and softwood will be cut at the same time.

23. Extreme care shall be taken to inflict a minimum amount of damage to residual trees and advanced regeneration present.

24. No slash shall be left within 50' of the property boundary lines.

25. No boundary line trees shall be cut.

26. All landings shall be kept clean of trash, oil cans, etc. A trash receptacle shall be placed on each landing area. No used oil, other petroleum product, chemical, or other non-natural waste material shall be dumped on the ground or otherwise discarded on **City/BAA** property, but shall be collected in containers and disposed of properly.

27. **City/BAA** reserves the right to designate the location and number of erosion control devices necessary. All erosion control devices shall be installed by the **Purchaser** at his own expense.

28. Any improvements made upon **City/BAA** land shall become the property of **City/BAA** upon installation by the **Purchaser**. Such improvements shall include, but are not limited to, culverts, bridges, gravel, and road gates. Disposition of any other improvements shall be by mutual agreement.

29. The **Purchaser** agrees to comply with the specifications and harvesting regulations as set forth in the Appendix, which is part of this contract, and with any such specifications and harvesting regulations set by the forester.

30. **City/BAA** may find it necessary to amend, revise or otherwise clarify certain items in this Contract. Such items shall include all cutting regulations, schedules and paragraphs covered by this Contract. **City/BAA** shall inform the **Purchaser** in writing on a standard amendment form (sample attached in Appendix). If in agreement, the **Purchaser** shall sign and date the amendment and return it to **City/BAA** within ten (10) days of its date. In the event that the **Purchaser** does not agree or wish to abide by the amendment he shall notify **City/BAA**, in writing within ten (10) days of its date. Failure to notify **City/BAA** within ten (10) days shall constitute a waiver, whereby said amendment shall be incorporated into this Contract.

31. Prior to its expiration, this Contract may be terminated as follows:

- a. at any time by mutual agreement;
- b. for good cause, including failure of a party to carry out its obligations; provided that the party alleged to be in breach shall have been given written notice of the breach and a period of 10 business days in which to cure the breach;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CITY OF BERLIN/BAA

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PURCHASER

By: \_\_\_\_\_

City of Berlin/Berlin Airport Authority  
Contract Amendment Form

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract # 2019-1 Expiration Date: 9/1/19  
Job Location: Berlin Airport, French Hill Road

This contract is hereby amended as follows:

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Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Berlin/Berlin Airport Authority

\_\_\_\_\_ Date: \_\_\_\_\_

Forester

I hereby acknowledge the receipt of the above amendment.

\_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

**City of Berlin/Berlin Airport Authority  
Berlin Airport  
Harvest 2019  
HARVESTING REGULATIONS**

General:

1. The number of skid roads shall be kept to a minimum.
2. All stream crossings shall be designated by the forester.
3. There shall be no skidding through wetlands or streambeds. Boundaries are to be flagged in Blue ribbon.
4. Boundary lines for clear cuts are flagged in Pink with knot tied toward the middle of cut.
5. Skid Roads are to be flagged in Red.

Clearcuts:

1. All merchantable trees shall be cut and skidded to the yard. All flagged clearcut boundaries shall be left intact. Boundary lines of clearcuts to be flagged with Pink ribbon

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Clean up requirements:

1. All cables, oil buckets, and other debris will be removed from landing area.
2. All wood shall be trucked from yard before bulldozing begins.
3. Yarding area will be leveled and smoothed and all logging slash, buttons and brush buried.
4. Seeding of yarding area will be done after inspection by Forester.