

## STUMPAGE SALES CONTRACT

This Agreement is made as of the of November by and between City of Berlin and the Berlin Municipal Airport, hereinafter referred to as the SELLER and Timberwolf Logging, Inc, hereinafter referred to as the BUYER, CONTRACTOR

NOW, THEREFORE, in consideration of the agreements hereinafter contained it is agreed between the parties as follows, to wit:

Seller sells and conveys to Buyer all the timber designated by an agent of the Seller by paint marks or ribbon around an area with a written prescription for the harvest within the area. Approximately 30 acres constitutes the stumpage sale area of this agreement.

**Stumpage prices paid to the Seller for wood harvested and estimated volume within the stumpage sale area are as follows.**

<b>Spruce and Fir Sawlogs 100 mbf @\$170/mbf</b>	<b>\$17,000</b>
<b>White Pine Sawlogs 15 mbf @ \$170/mbf</b>	<b>\$2550</b>
<b>Hardwood Sawlogs 5 mbf @ \$100/mbf</b>	<b>\$500</b>
<b>Hardwood Pallet logs 5 mbf @ \$30/mbf</b>	<b>\$150</b>
<b>Hardwood pulpwood 100 tons @ \$5.00/ton</b>	<b>\$500</b>
<b>White Pine Pallet logs 3 mbf @ \$30/mbf</b>	<b>\$90</b>
<b>Biomass Chips 600 tons @ \$1.00/ton</b>	<b>\$600</b>
<b>Estimated total</b>	<b>\$21,390</b>

The Contractor also agrees to clear brush and trees from designated areas as indicated by the agent and airport manager and delineated on the attached plan. This constitutes the clearing/brushing portion of this contract which is approximately 22 acres in size.

**The price for clearing the area is \$14,000 to be paid at the commencement of the clearing operation.**

**Total contract is expected to result in an estimated net revenue to the City of Berlin Municipal Airport of: \$7,390**

### LOCATION OF TIMBER AND CLEARING AREA

A parcel of land described as being Town of Milan, NH Tax Map 44 Parcel 129

**PERFORMANCE BOND:** Before the commencement of this operation the Buyer agrees to deliver a certified check or other form acceptable to the Seller in the amount of \$5000.00, as a performance bond, to assure the proper performance and to be held until the completion of all conditions of the contract be performed to the satisfaction of the Seller. Upon breach of any condition of this Contract, the performance bond shall be applied to actual damages incurred by the Seller, or at the Seller's selection be forfeited as liquidated damages. In addition to exercising any rights under this claim, the Seller may also seek actual damages exceeding this amount of performance bond as well as any other remedies available under the law or this Contract.

**TIME OF HARVEST AND TRUCKING:** The cutting and skidding of timber shall occur from December 1, 2020 to January 29, 2021 with all trucking completed within this period.

**INSURANCE COVERAGE:** Buyer agrees to maintain in effect during the term hereof the following insurance (1) Workmen's Compensation Insurance, (2) Vehicle Liability Insurance, (3) Comprehensive General Liability Insurance and provide copies of insurance certificates upon the request. Buyer must include Seller as additionally insured and provide Seller with proof of insurance before the commencement of this operation.

A document listing insurance requirements will be sent to the Buyer before the start.

**SEVERANCE TAXES:** the Seller will pay any applicable Severance or Yield Tax.

**ACCESS:** Seller agrees that the Buyer shall have the right of access across lands of the Seller to, from and across the Harvest Area described above, to perform the work necessary for the completion of this contract. It is agreed that the buyer will work with the airport manager to assure the safe operation of the airport during the duration of this operation.

**SCALE AND PAYMENT:** Buyer must develop a trip ticket for each load delivered to a receiving point. Copies of trip tickets referenced to and including delivery scale from the point of delivery will be used to determine stumpage cut and payment due. Trip ticket, scale slips and scale summaries will be required with payment and shall be sent to the Seller within fifteen (15) days after the completion of each of the Buyer's regular accounting periods. (Accounting period is the end of each month). A record of the scale shall be made available to the Seller's agent at any point during the operation.

Payments shall be mailed to the City of Berlin, City Hall, 168 Main Street, Berlin, NH 03570. C/O Susan Tremblay

**OPERATING:** In the performance of this contract, Buyer shall comply with sound, orderly and workmanlike logging practices. Operations must meet all applicable Best Management Practices as accepted for the State of New Hampshire.

**ENVIRONMENTAL:** Buyer agrees to abide by all applicable rules and regulations of local, state and or federal regulatory agencies regarding the protection of the environment specifically including but not limited to the protection of waters and state and public roads. During and upon the completion of the operation, Buyer shall take those measures deemed necessary by the Seller and or his agent to prevent erosion on all skid trails, roads and yards and to leave the operation in a condition agreed upon by the Seller.

**BEST USE:** Buyer shall so operate as to derive the maximum quality of wood for its best end use, and shall put the timber into the highest valued products for which it meets specifications.

**COMPLIANCE WITH LAWS:** Buyer shall comply with all state and federal laws relating to the conduct of the operation on the Seller's land. Seller assumes no responsibility in the operation of cutting, hauling and delivering of the timber conveyed herein. All operations shall be performed by the Buyer, his agent and employees and with Buyer's equipment and shall be free from the control by the Seller as to the detailed performance of the Agreement.

**TERMINATION:** The Seller or Agent of the Seller shall have the right to terminate the contract in the event that the Buyer's progress in cutting makes it obvious that all merchantable timber included in this sale of stumpage cannot be cut within the allotted time with reasonable diligence. All operations shall cease immediately upon such notification and continued occupancy on the premises shall be a trespass. Seller shall be sole judge, and Buyer hereby waives any claim for alleged damages or loss of profits resulting from such termination, or from any suspension or termination caused by the Seller's exercise of the right of suspension or termination for breach of any term or condition of this contract. Operations may not be resumed nor may timber be cut or removed without written authorization from the Seller.

**OTHER CONDITIONS:**

The Buyer is responsible for all costs involved in upgrading the road to the designated yard location on the property of the Seller.

Crossing the south end of the runway shall be supervised by the airport attendant.

IN WITNESS WHEREOF, the parties have hereto set their hands the \_\_\_\_ day of November, 2020

WITNESSES:

\_\_\_\_\_

SELLER:

BY: \_\_\_\_\_

BUYER:

\_\_\_\_\_

BY: \_\_\_\_\_