

March 15, 2021

Calli Carboni
Inland Wetlands Commission
Town of Franklin
7 Meetinghouse Hill Rd
Franklin, CT 06254

Dear Calli,

Enclosed please find the Notification of Timber Harvest Form and a Timber Harvest Map regarding a project Hull Forest Products, Inc. plans to conduct on the property of the Grace W. Linden Trust located East of Whippoorwill Hollow Rd. This operation involves a selective timber harvest with the objective to salvage the Ash trees ahead of the Emerald Ash Borer whose presence is evident on this property, as well as remove roughly 50% of the mature timber in an effort to establish regeneration in the form of oak seedlings. The property boundaries have been identified with pink ribbon, trees to be removed have been marked in the field with blue paint. A skidder or forwarder will be utilized to transport the merchantable material to the landing area. There is one wetland crossing over a wetland associated with this operation. The crossing will be stabilized with corduroy during the harvest, and will be seeded with a conservation mix post harvest. It is estimated that 2 - 3 months of good working weather will be required to complete this project. We understand the sensitivity of this site and all Best Management Practices regarding Timber Harvesting as adopted by the CT DEEP will be strictly adhered to. It is our understanding that this type of agricultural activity is permitted as a Use of Right and hope that upon your review you will find the same. Please contact me if there is any other information you may need or if you would like to visit the site together.

Respectfully Submitted,

A handwritten signature in black ink that reads "Michelle Wood". The signature is written in a cursive, flowing style.

Michelle Wood
Forester CT DEEP #1254
Hull Forest Products

NOTIFICATION OF TIMBER HARVEST

Town: Franklin Date: March 15, 2021
 Property Location: 66 Whippoorwill Hollow Rd

List all parcels:

Assessor's Info:

Map	Block	Lot
53	17	1

OR:

Unique ID

Total acreage of property(s): 31 Total acreage of harvest area: 25

Landowner(s) of Record: <u>Grace W. Linden Trust</u>	Primary Contact: <u>Michelle Wood</u>
Mailing Address: <u>1250 S. Washington St unit 4M</u>	Mailing Address: <u>see below</u>
Town: <u>Alexandria, VA</u> Zip <u>22314</u>	Town: _____ Zip _____
Phone () _____	Phone () _____
E-mail: _____	E-mail: _____

Note: Timber harvesting is a *Permitted as of Right Activity* pursuant to the Inland Wetlands and Watercourses Act, except for those practices regulated under Section 22a-36 through 22a-45 of the Connecticut General Statutes.

Is there a current forest management/stewardship plan for this property? Yes No

This timber harvest has been prepared by a State of Connecticut certified:
 (Check one): Forester OR Supervising Forest Products Harvester
 Forest Practitioner Certificate #: F # 1254
 Name: Michelle Wood with Hull Forest Products
 Address: 101 Hampton Rd Plainfield Center CT 06259
 E-mail: wood@hullforest.com
 Phone #: (Business) 860-974-0127 ext. 134 (Cell) 603-852-4998

Property Boundaries:
 Bounds are marked: Yes No

Timber Harvest Boundaries:
 Have been marked or flagged: Yes No

Have owners of all lands within 100 feet of the harvest area been notified via first-class mail prior to filing this "Notification of Timber Harvest"? Yes No

Estimated starting date of timber harvesting operations: 5 / 1 / 21

Description of Timber Harvest:

Objective: Establish regeneration in form of oak seedlings, improve overall health + productivity, remove ash due to Emerald Ash Borer prescense
 Treatment: selection/group selection

Amount of forest products to be harvested:
35,650 Board feet 49 Cords _____ Cubic feet _____ Tons

How have the trees to be harvested been designated?

They have been marked with paint at eye level and at ground level. Paint color(s): Blue
 They have not been marked

SOIL, WATER AND INLAND WETLANDS RESOURCES

Actions Being Performed On This Land

(Check all that apply and locate on attached Timber Harvest Area map -- see information below on maps.)

<p style="text-align: center;"><u>Crossings / Clearing</u></p> <p><input type="checkbox"/> Temporary stream/drainage crossing</p> <p><input checked="" type="checkbox"/> Temporary wetlands crossing</p> <p><input type="checkbox"/> Removal of trees in wetlands</p> <p><input type="checkbox"/> Removal of trees in upland review area</p>	<p style="text-align: center;"><u>Erosion and Sedimentation Control Measures:</u></p> <p><input type="checkbox"/> Installation of water bars</p> <p><input type="checkbox"/> Grading</p> <p><input checked="" type="checkbox"/> Seeding</p> <p><input type="checkbox"/> Other (describe below)</p>
<p style="text-align: center;"><u>Log landing area:</u></p> <p><input type="checkbox"/> anti-tracking pad</p> <p><input type="checkbox"/> curb cut</p>	<p style="text-align: center;"><u>Roads</u></p> <p>Are new roads, other than skid trails, to be constructed for transport of logs or other activities associated with this harvest?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

Describe in further detail as necessary:

There is 1 existing wetland crossing that will be cordoned off during the harvest and seeded with a conservation mix post harvest. Woods roads are existing from previous management activities. All CT BMP's will be strictly adhered to.

The following maps are attached to this "Notification" (Check all that apply)

- Copy of USGS topographic map with property outlined
- Copy of Assessor's map with property outlined
- Timber Harvest Area map showing outline of harvest area, main skid road locations, log landing area, truck access roads, inland wetlands, watercourses and any crossings

The undersigned hereby swear that the information contained in this application is true, accurate and complete to the best of my (our) knowledge and belief and that the timber harvest will be conducted in accordance with the specifications outlined in this "Notification of Timber Harvest."

Signature of Landowner(s): See attached Date: _____

Print/Type Name: _____

Signature of Landowner(s): _____ Date: _____

Print/Type Name: _____

Signature of Certified Forest Practitioner: Michelle Wood Date: 3/15/2021

Print Name: Michelle Wood

Certificate #: 1254 Expiration Date: 4 / 1 / 21

Complete and Submit to:

- The Municipal Inland Wetlands Agency/ies in which the property is located, and
- A courtesy copy of this Notification Form should also be sent to The Department of Environmental Protection, Division of Forestry 79 Elm Street, Hartford, CT, Tel: (860) 424-3630

This is not an official CT DEP form but it has been endorsed for town usage by: CT Farm Bureau Assoc., CT Forest & Park Assoc., CT Professional Timber Producers, Society of American Foresters - CT Chapter, and others.

TIMBER SALE AGREEMENT

It is agreed between the Grace W. Linden Trust with Susan Linden as Trustee of 1250 S. Washington St. Unit 419, Alexandria, VA 22314 hereinafter called the Seller, and Hull Forest Products, Inc. of 101 Hampton Road, Pomfret Center, CT 06259 hereinafter called the Purchaser, that the Purchaser shall buy from the Seller and the Seller shall sell to the Purchaser, certain designated standing trees or timber located on approximately 25 of 31 acres East of 66 Whippoorwill Hollow Rd in the Town of Franklin, in the State of Connecticut. It is further agreed that the Purchaser may enter upon the land of the Seller for the purpose of cutting and removing such designated trees or timber, and is authorized to prosecute such work, on the area described above subject to the following conditions:

1. The stumpage price for for an estimated 35,650 board feet of sawlogs and 49 cords of firewood established by a marking tally is _____ . Payment terms shall be as follows:
a. _____ deposit to be paid upon acceptance of this Agreement, _____ to be paid within three weeks of start, and the remaining _____ plus the overrun footage (off the attached price list) to be paid upon completion of the job.
2. All trees or standing timber cut under this agreement shall be removed from the land of the Seller within 12 months of the date of the agreement. In the event of wet weather or inappropriate ground conditions the Seller reserves the right to suspend harvesting operations and shall grant an extension of this agreement, if needed, for the same period of time suspended.
3. The Seller hereby covenants and agrees that they are lawfully possessed of the above described goods, chattels, and personal property as their own property. The Seller shall not enter into any concurrent contract involving the same area or period of time, relative to this property without the written consent of the Purchaser.
4. Trees sold to the Purchaser shall be designated with a blue paint mark upon the base of the trunk and at eye level upon the trunk. The Purchaser shall determine the use of the marked material and remove only material determined to be of commercial value as sawtimber or firewood.
5. The Purchaser agrees to indemnify and save harmless the Seller from all claims of personal injury, demands, suits and other legal proceedings arising or incidental to his operations. Hull Forest Products agrees to carry a minimum of \$1,000,000.00 General Liability Insurance and \$500,000.00 Workmen's Compensation Insurance for the duration of the harvest and to provide the Seller with certificates of insurance confirming said insurance coverage, and to name the Seller as an additional insured on such policies for the period of harvest.
6. Care shall be exercised in the felling, cutting and removal operations so that undesignated standing trees will not be unnecessarily damaged.

7. Excessive rutting (greater than 8" in depth) shall be repaired by the Purchaser. The existing access roads will be left in the condition found or better by the Purchaser.

8. Purchaser shall take precautions to prevent spillage of petroleum products or hazardous materials while refueling or performing maintenance on harvesting equipment. The Purchaser shall indemnify and hold the Seller harmless for any and all damages, including attorney fees and civil penalties, for which the Seller may become liable as a result of any such spillage.

9. All trees designated for removal by the Purchaser shall be cut as low as possible and in such a manner that the stump mark of paint is visible.

10. The Purchaser shall be responsible for following all rules and regulations regarding the harvest of forest products in the State of Connecticut and the Town of Franklin and for obtaining all permits required for such harvest.

12. In the case of a dispute over the terms of this agreement, a final decision shall rest with a reputable person, to be mutually agreed upon by the parties to this agreement. In the case of further disagreement, an arbitration board of three people will be selected, one by each party to the agreement and the third selected by those two, and the decision of the majority shall be final with respect either to acts to be done or compensation to be paid by either party to the other.

Dated this 10th day of March, 2021

By Susan Linden, Trustee
Susan Linden, Trustee

Hull Forest Products, Inc.

By Michelle Wood
Michelle Wood
CT DEEP #1254
Duly Authorized

Forest Map of Susan Linden
66 Whippoorwill Hollow Rd
Franklin, CT
25 of 31 Acres

Whippoorwill Hollow Rd

Legend

- Existing Woods Road
- Boundary
- Stone Wall
- No Harvest Area
- Wetland
- Landing Area
- Road

