

March 18, 2021

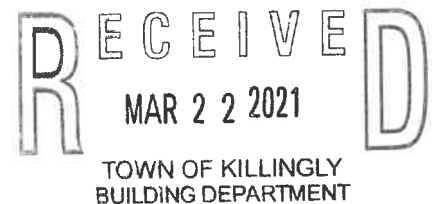
Inland Wetlands Commission
Town of Killingly
172 Main St
Killingly, CT 06239

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 Albert and Pamela Soper located South of Cranberry Bog Rd. This operation involves a selective timber harvest with the objective to remove the poorest 30% of the forest to shift the growth potential towards the healthiest individuals. Boundaries have been identified with pink ribbon, trees to be removed have been marked in the field with blue paint. A skidder will be utilized to transport the merchantable material to the landing area. There are no wetland or stream crossings associated with this harvest. It is estimated that 1 month 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,



Michelle Wood
Forester CT DEEP #1254
Hull Forest Products



NOTIFICATION OF TIMBER HARVEST

Town: Killingly Date: 3/18/2021
Property Location: 175 Cranberry Bog Rd

List all parcels:

Assessor's Info:

Map	Block	Lot

OR:

Unique ID
<u>194-210</u>

Total acreage of property(s): 14

Total acreage of harvest area: 12

Landowner(s) of Record: Albert + Pamela Soper
Mailing Address: 175 Cranberry Bog Rd
Town: Danielson, CT Zip 06239
Phone () _____
E-mail: _____

Primary Contact: Michelle Wood
Mailing Address: See below
Town: _____ Zip _____
Phone () _____
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

<p>This timber harvest has been prepared by a State of Connecticut certified: (Check one): <input checked="" type="checkbox"/> Forester OR <input type="checkbox"/> Supervising Forest Products Harvester Forest Practitioner Certificate #: <u>1254</u> Name: <u>Michelle Wood</u> Address: <u>101 Hampton Rd Pomfret Center, CT 06239</u> E-mail: <u>Wood@hullforest.com</u> Phone #: (Business) <u>860 974 0127 ext. 134</u> (Cell) <u>603-852-4998</u></p>

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: 06/01/21

Description of Timber Harvest:
Objective: Improve overall health and productivity of the forest, remove dead and dying trees, small patch cut
Treatment: Selection / group selection

Amount of forest products to be harvested:
20,720 Board feet 14 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

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.

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 align="center"><u>Crossings / Clearing</u></p> <input type="checkbox"/> Temporary stream/drainage crossing <input type="checkbox"/> Temporary wetlands crossing <input type="checkbox"/> Removal of trees in wetlands <input type="checkbox"/> Removal of trees in upland review area	<p align="center"><u>Erosion and Sedimentation Control Measures:</u></p> <input type="checkbox"/> Installation of water bars <input type="checkbox"/> Grading <input type="checkbox"/> Seeding <input type="checkbox"/> Other (describe below)
<p align="center"><u>Log landing area:</u></p> <input type="checkbox"/> anti-tracking pad <input type="checkbox"/> curb cut	<p 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> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Describe in further detail as necessary:

There are no wetland or stream crossings associated with this harvest.
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: 3/18/21

Print Name: Michelle Wood

Certificate #: 1254 Expiration Date: 4 / 1 / 2023

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 Albert and Pamela Soper of 175 Cranberry Bog Rd, Killingly, CT, 06239 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 12 of 14 acres South of Cranberry Bog Road in the Town of Killingly, 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 20,720 board feet of sawlogs and 14 cords of firewood is
The trees designated for removal are painted with a blue mark at eye level upon the stem and at the base of the trunk. Payment terms shall be as follows: a deposit upon signing of this agreement, within 2 weeks of start, and upon completion.
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 undesigned standing trees will not be unnecessarily damaged.

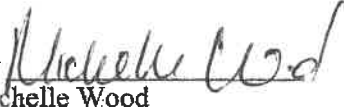
7. Excessive rutting (greater than 8" in depth) shall be repaired by the Purchaser. The existing access roads will be left in the condition found or better by the Purchaser.
8. Purchaser shall take precautions to prevent spillage of petroleum products or hazardous materials while refueling or performing 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 Killingly and for obtaining all permits required for such harvest.
11. The Purchaser agrees to slash the tops from the timber harvested to a height not to exceed three feet above ground level.
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 16th day of Mar, 2021

By 
Albert Soper

By 
Pamela Soper

Hull Forest Products, Inc.

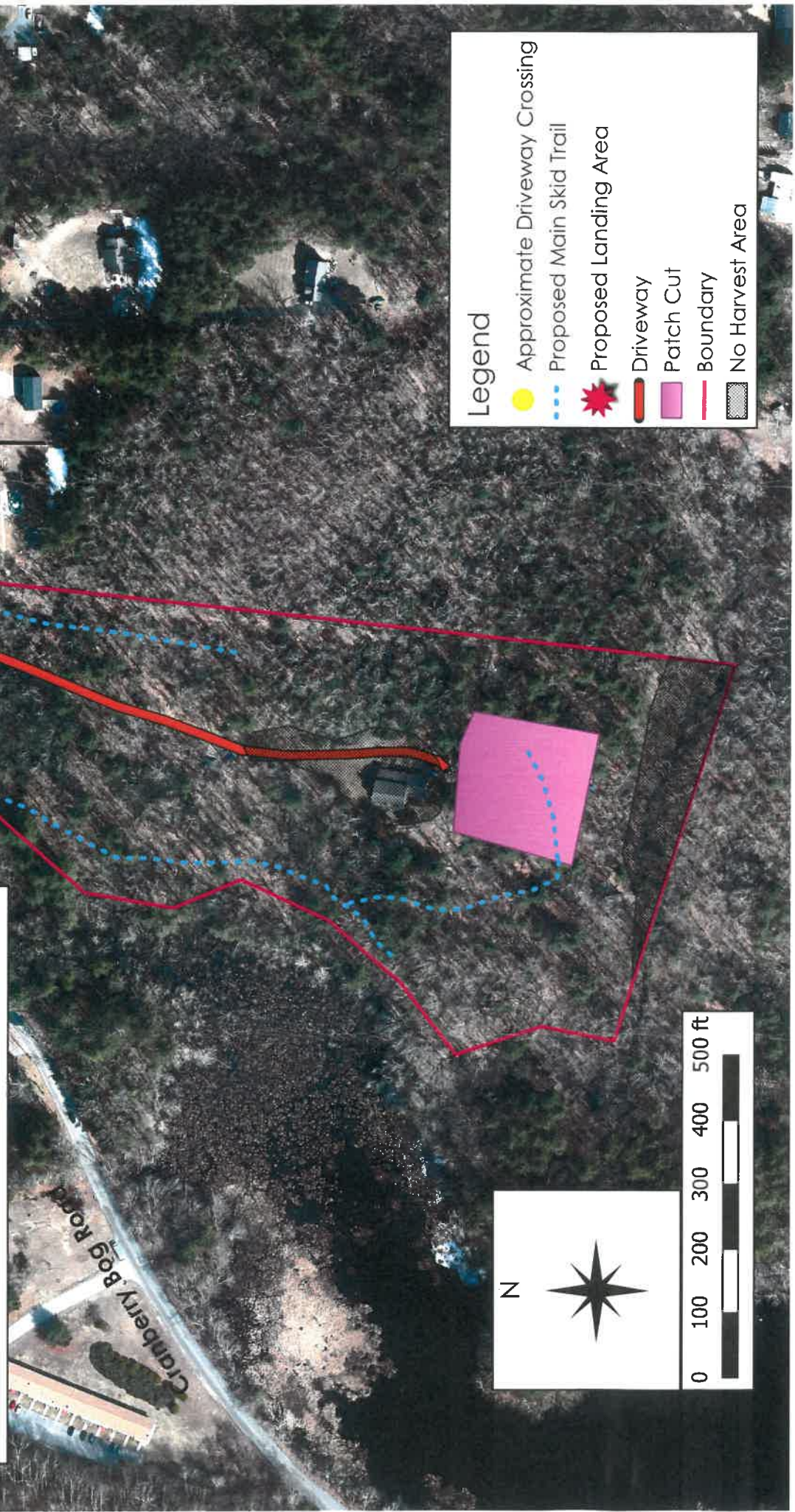
By 
Michelle Wood
CT DEEP #1254
Duly Authorized

Proposed Timber Harvest Map of

Albert & Pamela Soper

175 Cranberry Bog Road
Killingly, CT

Approximately 12 of 14 Acres



Legend

- Approximate Driveway Crossing (Yellow circle)
- Proposed Main Skid Trail (Blue dashed line)
- Proposed Landing Area (Red star)
- Driveway (Red line)
- Patch Cut (Pink rectangle)
- Boundary (Red line)
- No Harvest Area (Grey hatched box)

N

0 100 200 300 400 500 ft