

Atkinson Conservation Commission Minutes
Wednesday, September 28, 2022, 7:00 PM
Atkinson Town Hall

Approved October 26, 2022

Members Present:

Paul Wainwright, Chair
Bill Steele, Vice Chair
John Fournier, Secretary
Jeff Nenart
Suzie Newman
Monique Chrétien, Alternate
Hannah Fried, Alternate

Others Present:

Selectman Liaison, Bob Worden

1. Call to Order, and Attendance:

Chair Paul Wainwright called the meeting to order in person at Atkinson Town Hall at 7:00PM on Wednesday, September 28th, 2022. Chair Wainwright took attendance and all members are present except for Members McVay & Kukshtel; Alternate Members Chrétien & Fried will be voting in their stead.

2. Review & Approval of Minutes

a. August 24, 2022 - Public

Discussion: Chair Wainwright presented the regular meeting minutes from August 24th, 2022 and asked for comments or corrections. Vice Chair Steele noted one spelling correction to his name.

Member Fried made a motion to approve the regular meeting minutes from 08/24/2022, as amended above. Member Chrétien seconded the motion. Member Newman abstained from voting because she was not in attendance. Vote: 6/0/1, the motion carried.

b. August 24, 2022 – Non-Public

Discussion: Chair Wainwright presented the non-public meeting minutes from August 24th, 2022 and asked for comments or corrections; there were none.

Member Nenart made a motion to approve the non-public meeting minutes from 08/24/2022, as written. Member Fried seconded the motion. Member Newman abstained from the motion because she was not in attendance. Vote: 6/0/1, the motion carried.

3. Treasurer's Report

Although not discussed in the meeting, a copy of the expense tracking spreadsheet and a report of reimbursements to the Chair were previously distributed to the members, and are attached to these minutes for the record.

4. The "Worden Report"

Selectman liaison Worden stated that the ADA-compliant trail project went out for bid, and he thanked the Commission for working through the details of this project so the bid could be sent out correctly, the first time. Chair Wainwright stated that he is waiting for Town Administrator John Apple to send him a copy of what was sent out in the RFP. Mr. Worden stated that he would have Mr. Apple send it to him this week. Mr. Worden stated that the Kimball Library siding project will be coming to a close soon, and well under budget. Mr. Worden continued that the Board of Selectmen is working through all proposed 2023 Town budgets right now, and the process is going well.

Mr. Worden briefly described the status of American Rescue Plan Act (ARPA) funded projects. Chair Wainwright inquired about an emergency location system feature that would allow first responders to help locate lost people in the woods around Town, and asked if this would be included in the new Town communications systems. Vice Chair Steele pointed out that this should already be a feature in the 911 system. Chair Wainwright stated that he had asked Deputy Fire Chief Andy Murphy if the 911 calls he receives included coordinates, and he said they did not, so there may be a disconnect from the 911 dispatcher to the Fire Department.

5. Map 18 Lot 40 Acquisition Update: The P&S Agreement Has Been Signed!

Chair Wainwright stated that he announced to the Board of Selectmen this past Monday about the status of the land acquisition so it can now be spoken about in public. Chair Wainwright read from a memo he prepared:

The Conservation Commission has announced that we are purchasing Map 18 Lot 40, which is at the end of Knightland Road. If you are familiar with Knightland Road, right at the end on the left there are four houses in a row just before the gate into Page Farm. Between the middle two of those houses is a strip of land that goes back to a 15-acre, pristine, untouched piece of woods, which is unusual for this Town. The owner of that is Deborah Lang, and the Commission has

been working with her for a couple years on some title issues and negotiating price, etc. The Town is getting a beautiful piece of land and it will be preserved in conservation in perpetuity. The parcel not only contains important environmental resources such as vernal pools, wildlife habitat, a mature stand of trees and groundwater protection, but it also adds further upland buffer protection for the Sawmill Swamp prime wetland, which is just to the east of it, and the parcel is also known habitat for the State-endangered Blanding's turtle.

A copy of a "Process and Timeline" document that was previously distributed to the Members has been posted on the bulletin board in Town Hall, and is also attached to these minutes.

Chair Wainwright stated that the acquisition is going to move forward in two stages. Chair Wainwright continued that the landowner wants to sell this property before the end of the year; grant funding will not yet be available at this time. Chair Wainwright stated that the Commission has partnered with a non-profit organization called The Conservation Fund who assist municipalities to acquire land in situations such as this. Chair Wainwright continued that The Conservation Fund has signed a Purchase & Sales agreement with the landowner and this will close by the end of the year.

Chair Wainwright stated that by the end of the year, he will know if the grant money is available for the Town to purchase this land from The Conservation Fund. Chair Wainwright stated that the Commission has applied for approximately \$150,000 grants both from LCHP and from The Aquatic Resource Mitigation (ARM) Fund. Chair Wainwright continued that if both grants come through, this will be an incredibly cheap piece of land to purchase. Chair Wainwright stated that one of the advantages of working with a third-party like The Conservation Fund is that they specialize in writing grant applications, so they know what they're doing; as a result, it is looking extremely positive that those grants will be approved.

Chair Wainwright stated that there was an inspection today with Grace Garvey who is an environmental hazards inspector, hired by The Conservation Fund to ensure there are no buried oil tanks or other hazardous debris. Chair Wainwright continued that during this inspection, she did find some old creosote railroad ties and pressure-treated landscape timbers that had been dumped there some years ago. Chair Wainwright stated that creosote is a known carcinogen, which could have leached into the soil over the last forty-or-so years. Chair Wainwright continued that if The Conservation Fund objects to this material being here, it will have to be removed.

Chair Wainwright stated that tomorrow, two members from the evaluation team from LCHP will be at the land to inspect it as part of their application process. Chair Wainwright continued that one inspector is a county forester in Stratford County, and the other inspector used to work for The Nature Conservancy, both of whom may have not seen cluster developments, so Sue Killam, Chair of the Planning Board, will be there to explain and answer questions. Chair Wainwright

continued that later in October the Aquatic Resource Mitigation Fund inspectors will walk the site for similar inspection activities.

Chair Wainwright stated that this land was appraised by a professional appraiser as a single building lot, although it is large enough that it could be subdivided. Chair Wainwright continued that the landowner is conservation-minded and wants to prevent it from being developed, but she also needs to be fairly compensated for this beautiful piece of land.

6. Unseal Non-Public Minutes Relating to Map 18 Lot 40

Chair Wainwright stated that for the last two years there have been many non-public sessions in which the land acquisition deal for Map 18 Lot 40 was discussed, and now that the deal is public these minutes can be unsealed. Chair Wainwright distributed a list of non-public meeting minutes that are currently sealed, a copy of which is attached to these minutes. Chair Wainwright proposed a motion to unseal the minutes related to this land acquisition deal.

Member Nenart made a motion to unseal the twelve sets of non-public meeting minutes related to the land acquisition deal at Map 18 Lot 40. Vice Chair Steele seconded the motion. Vote: 7/0/0, the motion carried.

7. Selective Timber Harvest Update

Chair Wainwright showed a copy of the sign he had made to post for awareness of the upcoming selective timber harvest. Chair Wainwright continued that he is waiting to hear when this work will commence, and he will post the signage as soon as practicable. Chair Wainwright stated that the Commission received one email from an upset resident about the upcoming harvest. Chair Wainwright continued that he will be publishing a short fact sheet in the next Town Newsletter that should help explain how this activity helps to keep the forests healthy. This Fact Sheet is attached to these minutes, and is also posted on the bulletin board in Town Hall. Chair Wainwright continued that he has also sent a letter explaining the harvest to all abutters, and a copy is attached to these minutes. Chair Wainwright stated that updates about the harvest will be posted on the Commission's web page and Facebook page.

The Commission had a brief discussion about the contents of the fact sheet and about how this activity is beneficial for the long-term life of the forest. Chair Wainwright explained that once this activity is done, the Commission will likely see no more than about \$2,000 in revenue, after expenses, which will be placed in the Forest Maintenance Fund. Chair Wainwright stated that, while he does not have a date for this harvest, he is hoping it is completed this October. Member Fried asked about how many trees would be cut during this project. The Board discussed that it will likely be at least a few hundred trees.

Chair Wainwright reported that the Board of Selectmen have signed the Intent to Cut forms for the logging; copies are attached. Chair Wainwright shared his opinion that these forms are an example of archaic State bureaucracy, and should not be required when a municipality is cutting its own timber.

Chair Wainwright also stated that he has signed a standard logging contract, prepared by Consulting Forester Charlie Moreno, a copy of which is attached to these minutes.

8. Land Conservation Plan Public Review Period Starts October 1

Chair Wainwright stated that the Commission is nearly done with this Land Conservation Plan. Chair Wainwright continued that the Plan will be published on the Commission's website on October 1 so the public can review and comment on its content.

Chair Wainwright stated that, at the October Commission meeting, he will be looking for a motion to approve the plan so it can go to the printer, and for the Commission to approve paying Julie LaBranche for all her hard work towards this project.

9. Short Reports & Discussions

a. Fall Mowing of Fields

Chair Wainwright stated that the Commission is still planning on having Jim Lavoie mow all three fields this year; the field behind the Community Center on the Caroline Orr Land, the 4H Field on the Sawyer Land, and the Bonin Field on the other side of the Sawyer Land. Member Fournier asked if there was a date set for the mowing. Chair Wainwright stated that he does not have a date but ideally it should be done as late in the season as possible to allow pollinators to continue feeding as long as possible.

b. Update on Encroachments: 4 Stickney Road, and Boulder Cove Road

Chair Wainwright stated that Town Administrator John Apple has been doing a good job, particularly on the boat trailers stored on Boulder Cove Road. Chair Wainwright continued by thanking the Boulder Cove Road residents for working amicably with the Town to move the trailers to another location where they will not be encroaching onto Town conservation land.

Chair Wainwright stated that the other active encroachment, the fence at 4 Stickney Road, is still in place and Mr. Apple is working with Code Enforcement to understand what the timeline will be for the fence removal.

c. NHACC Annual Conference – Registration Now Open

Chair Wainwright stated that registration is now open for the New Hampshire Association of Conservation Commissions Annual Conference. Chair Wainwright continued that this will be in-person at the Pembroke Academy, and he encourages all to attend. Chair Wainwright reminded members to choose the “pay by check” option but not actually sent a check. NHACC will invoice the Town for our registration fees, which will be paid from our Annual Operating Budget.

d. Troop 9 News?

Vice Chair Steele stated that he spoke with the Troop leader, Stan; he offered to attend their meetings to discuss conservation topics, and added that if any Scouts need service projects to let him know.

e. Other Business

Chair Wainwright stated that he received email from the mother of Jake Martineau who provided some background information on why Jake was unable to attend the Barry Conservation Camp this year as he had planned. Vice Chair Steele stated that Jake is a great kid, and he just got over-extended in commitments he had made. Chair Wainwright stated that, in this particular situation, he was still displeased with how everything occurred, and expected that an Eagle Scout would have communicated better and provided his own background information.

Chair Wainwright stated that there are two easements in Town that need to be inspected every year. Chair Wainwright continued that these pieces of land include the land behind the Community Center, which has an easement held by the Conservation Land Stewardship Program, and the forest between the Marshall Town Forest and Hemlock Heights Road, owned by Susan Beckhorn. For this land, the Town holds the conservation easement and the Forest society holds an executory interest in the easement and requires an inspection report each year. Chair Wainwright stated that, for both easements, there is a form which needs to be filled out and submitted to document the annual inspection, and he is looking for volunteers who could help with these inspections. Vice Chair Steele and Member Fournier both volunteered to assist with these inspections. Member Chrétien offered to help as well. Chair Wainwright stated that he would send the inspection template and past examples of the reports to all Members.

Member Fournier stated that, regarding the Town website, he was under the impression that the Commission would be in charge of updating their own content. However, since the Commission is not a department with paid Town employees, the updates need to go through the Assistant Town Administrator, Angela Wesson. Chair Wainwright stated that Ms. Wesson did a great job with the initial setup of the Commission's website. Member Fournier stated that he is brainstorming some big ideas right now and asked the Members to provide any ideas they have for improvement. Chair Wainwright stated that there was a great discussion around this in the June meeting, which was captured *expertly* [Zack, did I really say that?] in the recorded minutes. Chair Wainwright encouraged the Members to go back and read those minutes for inspiration.

Alternate Fried stated that not all residents visit the Town website, and asked if it made sense to publicize the upcoming selective timber harvest project in the local newspaper. Mr. Worden stated that this will be in the Town newsletter and most of the residents subscribe to the notification. Member Fried stated that the forests are open to more than just residents, which is why the Carriage Towne News might be a good venue to communicate the activity. Chair Wainwright asked Member Chrétien to work with Member Fried to put a communication into the Carriage Towne News.

Member Chrétien stated that she got some of the printed guidance documents on how to run a BioBlitz event, which is full of good information that can be used by the Commission in the coming years.

10. Next Meetings: October 26, and November 23, 2022 (4th Wednesdays), at 7:00PM

11. Hold the Date: NH ACC Annual Conference will be Saturday, November 5, 2022

12. Adjournment

Vice Chair Steele made a motion to adjourn the meeting. Member Nenart seconded the motion. Vote: 7/0/0, the motion carried

The meeting adjourned at 7:58PM, and Chair Wainwright congratulated the Commission for finishing in less than an hour.

Respectfully Submitted,

Zachary Gilberti, Recording Clerk

Attachments:

- a. Expense Tracking Spreadsheet
- b. Reimbursement report
- c. Lang land acquisition Process and Timeline
- d. List of sealed minutes
- e. Timber Harvest Fact Sheet
- f. Letter to abutters of the timber harvest
- g. Signed Intent to cut forms
- h. Logging contract for the selective timber harvest

Town of Atkinson Conservation Commission 2022 Expenditure Tracking

Account Number	Description	TM Approved 2021 Budget	What	Amount	Date Prepared	Date Submitted	Amount Submitted	YTD Total	YTD Unspent
			Rounding	Hrs			\$ -		
			Aug 24, 2022 Minutes	4.5	\$82.62	9/1/2022	9/1/2022	\$82.62	
			July 27, 2022 Minutes	5	\$91.80	8/21/2022	8/22/2022	\$91.80	
			June 29, 2022 Minutes	4	\$73.44	8/2/2022	8/2/2022	\$73.44	
			May 25, 2022 Minutes	4	\$73.44	6/3/2022	6/3/2022	\$73.44	
			April 27, 2022 Minutes	4.5	\$82.62	5/6/2022	5/6/2022	\$82.62	
			March 23, 2022 Minutes	4	\$73.44	3/29/2022	3/29/2022	\$73.44	
			February 23, 2022 Minutes	5	\$91.80	3/3/2022	3/3/2022	\$91.80	
		Rate --> 18.36	January 26, 2022 Minutes	4.5	\$82.62	2/2/2022	2/2/2022	\$82.62	\$ 651.78
			Budget Adjustment - removed			00/00/2020		\$ -	
40.46111.110.00	RECORDING CLERK	\$ 1,200.00	Budget Adjustment - removed				\$ -	\$ -	\$ 548.22
			Rounding						
			Aug 24, 2022 Minutes		\$5.12	9/1/2022	9/1/2022	\$5.12	
			July 27, 2022 Minutes		\$5.69	8/21/2022	8/22/2022	\$5.69	
			June 29, 2022 Minutes		\$4.55	8/2/2022	8/2/2022	\$4.55	
			May 25, 2022 Minutes		\$4.55	6/3/2022	6/3/2022	\$4.55	
			April 27, 2022 Minutes		\$5.12	5/6/2022	5/6/2022	\$5.12	
			March 23, 2022 Minutes		\$4.55	3/29/2022	3/29/2022	\$4.55	
			February 23, 2022 Minutes		\$5.69	3/3/2022	3/3/2022	\$5.69	
		Rate --> 0.062	January 26, 2022 Minutes		\$5.12	2/2/2022	2/2/2022	\$5.12	\$ 40.41
			Budget Adjustment - removed			12/17/2019		\$ -	
40.46111.220.00	FICA .062	\$ 75.00	Budget Adjustment - removed				\$ -	\$ -	\$ 34.59
			Rounding						
			Aug 24, 2022 Minutes		\$1.20	9/1/2022	9/1/2022	\$1.20	
			July 27, 2022 Minutes		\$1.33	8/21/2022	8/22/2022	\$1.33	
			June 29, 2022 Minutes		\$1.06	8/2/2022	8/2/2022	\$1.06	
			May 25, 2022 Minutes		\$1.06	6/3/2022	6/3/2022	\$1.06	
			April 27, 2022 Minutes		\$1.20	5/6/2022	5/6/2022	\$1.20	
			March 23, 2022 Minutes		\$1.06	3/29/2022	3/29/2022	\$1.06	
			February 23, 2022 Minutes		\$1.33	3/3/2022	3/3/2022	\$1.33	
		Rate --> 0.0145	January 26, 2022 Minutes		\$1.20	2/2/2022	2/2/2022	\$1.20	\$ 9.45
			Budget Adjustment - removed			12/17/2019		\$ -	
40.46111.225.00	Medicare .0145	\$ 20.00	Budget Adjustment - removed				\$ -	\$ -	\$ 10.55
			Van de Poll NRI for Lang property acquisition	\$1,402.50	6/1/2022	6/1/2022	\$1,402.50		
			Lavelle - Stickney encroachment work	\$900.00	4/27/2022	4/27/2022	\$900.00	\$ 2,302.50	
			Budget Adjustment - added			12/16/2019		\$ -	
40.46111.390.00	OTHER PROF SERVICES	\$ 2,500.00	Budget Adjustment - added				\$ -	\$ -	\$ 197.50
			PW Reimbursement	\$81.18	9/6/2022	9/6/2022	\$81.18		
			Hamp Print & Copy - trail maps	\$570.91	8/3/2022	8/3/2022	\$570.91	\$ 652.09	
			Budget Adjustment - Added			12/17/2019		\$ -	
40.46111.550.00	PRINTING AND BINDING	\$ 1,000.00	Budget Adjustment - added				\$ -	\$ -	\$ 347.91
			Budget Adjustment - removed			12/16/2019		\$ -	
40.46111.560.00	DUES/SUBS/MEMBERSHIPS	\$ 500.00	Budget Adjustment - added				\$ -	\$ -	\$ 500.00
			PW Reimbursement	\$1.99	9/6/2022	9/6/2022	\$1.99	\$ 1.99	
			Budget Adjustment - removed			12/16/2019		\$ -	
40.46111.620.00	OFFICE SUPPLIES	\$ 1.00	Budget Adjustment - added			12/7/2020		\$ -	\$ (0.99)
			PW Reimbursement	\$21.86	9/6/2022	9/6/2022	\$21.86	\$ 21.86	
			Budget Adjustment - Added			12/17/2019		\$ -	
40.46111.625.00	POSTAGE	\$ 1.00	Budget Adjustment - added				\$ -	\$ -	\$ (20.86)
			PW Reimbursement	\$467.70	9/6/2022	9/6/2022	\$467.70	\$ 467.70	
			Budget Adjustment - removed			12/15/2019		\$ -	
40.46111.650.00	CARE OF GROUNDS	\$ 2,500.00	Budget Adjustment - removed				\$ -	\$ -	\$ 2,032.30
			Budget Adjustment - removed			12/15/2019		\$ -	
40.46111.740.00	NEW EQUIPMENT	\$ 300.00	Budget Adjustment - added			12/7/2020		\$ -	\$ 300.00
	2021 rate per mile: 0.56		Budget Adjustment - removed			12/15/2019		\$ -	
40.46111.820.00	MILEAGE	\$ 39.00	Budget Adjustment - removed				\$ -	\$ -	\$ 39.00
			Suzie - Pollinator & duck box posts	\$201.93	4/22/2022	4/22/2022	\$201.93		
			Barry Camp Tuition for Jake Martineau				\$0.00		
			Recording Fee for 4 Industrial Cons Esmt	\$49.36	3/14/2022	3/14/2022	\$49.36		
			Eagle Scout project - Jack Carrubba	\$248.15	2/2/2022	2/2/2022	\$248.15	\$ 499.44	
			Budget Adjustment - removed			12/15/2019		\$ -	
40.46111.840.00	SPECIAL PROGRAMS	\$ 1,000.00	Budget Adjustment - removed				\$ -	\$ -	\$ 500.56
			Budget Adjustment - Added			12/17/2019		\$ -	
40.46111.850.00	EDUCATION & CONFERENCES	\$ 250.00	Budget Adjustment - added				\$ -	\$ -	\$ 250.00
			Budget Adjustment			12/17/2019		\$ -	
40.46111.875.00	SIGNS	\$ 500.00	Budget Adjustment - removed				\$ -	\$ -	\$ 500.00
	TOTALS	\$ 9,886.08					\$ 4,647.22	\$ 5,238.78	

Reimbursement Expenses

Date	Vendor	Item	Cost	Care of Grounds	Postage	Printing and Binding	Office Supplies
0	0	0	0	0	0	0	0
2022-05-31	Garden Center Marketing	Info Card Holders (for trails)	\$ 241.16	\$ 241.16			
2022-06-01	Garden Center Marketing	Waterproof paper for trails	\$ 180.55	\$ 180.55			
2022-07-17	Home Depot	Aluminum Nails	\$ 13.59	\$ 13.59			
2022-07-25	USPS	Mail IRS form to Susan Beckhorn	\$ 8.70		\$ 8.70		
2022-08-04	Amazon	"No Parking" signs	\$ 32.40	\$ 32.40			
2022-02-10	USPS	Mail thumb drive to RPC	\$ 4.50		\$ 4.50		
2022-02-07	USPS	Certified mail to S. Horaj	\$ 4.33		\$ 4.33		
2022-03-29	Staples	Print poster of Atkinson open space	\$ 62.00			\$ 62.00	
2022-03-28	USPS	Certified mail to S. Horaj	\$ 4.33		\$ 4.33		
2022-07-07	Staples	Laminate "No Commercial Use"	\$ 4.21			\$ 4.21	
2022-07-27	Staples	Ring binder	\$ 1.99				\$ 1.99
2022-03-31	FedEx Office	Spiral bind draft Land Cons Pln	\$ 14.97			\$ 14.97	
		Totals	\$ 572.73	\$ 467.70	\$ 21.86	\$ 81.18	\$ 1.99

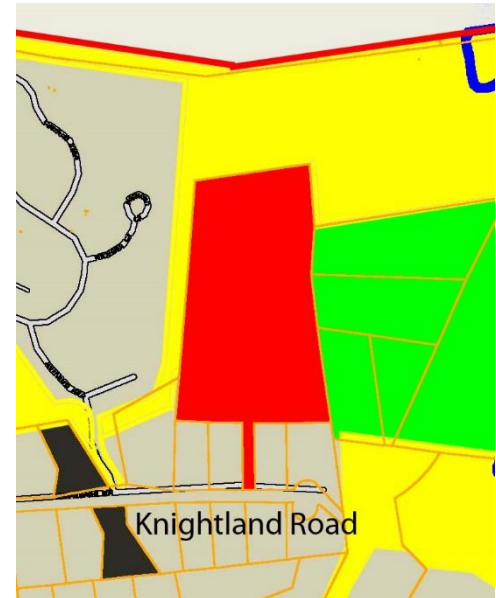
TOWN OF ATKINSON CONSERVATION COMMISSION
19 Academy Avenue
Atkinson, New Hampshire 03811

KNIGHTLAND ROAD CONSERVATION LAND ACQUISITION
Map 18 Lot 40, 21 Knightland Road

Process and Timeline

The Conservation Commission is pleased to announce that the Town of Atkinson will be purchasing the 15-acre tract of land at the end on Knightland Road highlighted in red on the tax map shown here, to be preserved as conservation land in perpetuity. We have worked very hard with the landowner over the past several years, and are delighted that this will come to fruition. This land is adjacent to both existing conservation land, shown in green, and existing cluster open space land shown in yellow, both of which are permanently protected.

This parcel not only contains important environmental resources such as vernal pools, wildlife habitat, a mature stand of trees, and groundwater protection, but it also adds further upland buffer protection for the Sawmill Swamp prime wetland just to the east of this property. Among other things, it is known habitat for the State-endangered Blanding's turtle.



Acquisition will take place in two stages, which is not unusual for land purchases such as this. To meet the landowner's requirement that the deal be closed this calendar year, we have partnered with The Conservation Fund (<https://www.conservationfund.org/>), a nationwide nonprofit organization whose mission is to assist municipalities and land trusts to acquire parcels of land before all the funding is available. They have signed a Purchase and Sale Agreement to purchase the land on our behalf, which will close by the end of December. Also, they are already working on grant applications to LCHIP and the ARM Fund to cover most of the costs of this transaction. If successful, funds from these grants will be available in early 2023, at which point the Town will purchase the land from The Conservation Fund. The cost not covered by the grants will be paid for from the Town's conservation fund, which has already been approved by the Conservation Commission. The Town should close on the deal by the end of June, 2023.

Financial information about this transaction will be available once the results of our grant applications are known. As required by State law, this acquisition is contingent upon the approval by the Atkinson Board of Selectmen.

Questions and comments may be directed to the Commission at our email address, conservation@atkinson-nh.org.

Minutes Name	Seal	Release	Topic	Recommendation
2010-08	✓		land purchase	This is still an active project. Recommend not unsealing.
2011-06	✓		, SE Passage, Ruth McPherson-Lang-Brown, Kutzelman greenway passage	land purchase still possible.
2011-09	✓		land, Jane Jones Land	land purchase still possible.
2012-07-02	✓		, Kinney, Brown (Page) land	land purchase still possible.
2012-10	✓		Land, Bob Allen, contractor	land purchase still possible.
2012-12	✓		meeting	land purchase still possible.
2015_06_01		✓	Deborah Lang land	Still pending
2015_07_06		✓	Deborah Lang Land	Pending
2020_02_03		✓	Deborah Lang Land	Pending
2020_03_02		✓	Deborah Lang Land	Pending
2020_05_10	✓		Land	land purchase still possible.
2020_05_27	✓		Deborah Lang, and land	Other two opportunities are still pending
2021_04_29		✓	Deborah Lang Land	Pending
2021_08_25		✓	Beckhorn and Lang land	Lang still pending
2021_09_22		✓	Beckhorn and Lang land	Lang still pending
2021_10_27		✓	Beckhorn and Lang land	Lang still pending
2022_02_23		✓	Deborah Lang land	Pending
2022_04_27		✓	Deborah Lang land	Pending
2022_05_25		✓	Deborah Lang land and Page Farm Backland	Lang still pending
2022_08_24		✓	Deborah Lang land and Page Farm Backland	Lang still pending

TOWN OF ATKINSON CONSERVATION COMMISSION
19 Academy Avenue
Atkinson, New Hampshire 03811

SELECTIVE TIMBER HARVEST FACT SHEET

October, 2022

PURPOSE – To create wildlife habitat diversity by opening areas of the forest to allow sunlight to reach the ground and encourage the growth of saplings and other shrubby plants. A good reference video can be seen here:

https://www.youtube.com/watch?v=nBFblSc52TU&ab_channel=UNHExtension .

AREAS TO BE HARVESTED – Harvesting will be done first in the Stickney Town Forest between Waters Edge/Stickney Road and Lakeside Drive, and then will move to the Ruth Marshall Town Forest, including the newly-acquired Beckhorn land, between Boulder Cove and Hemlock Heights Roads.

NOTICE TO TRAIL USERS – Signs will be posted warning people not to use the trails while active harvesting is taking place.

DATES – Exact start dates and durations are not known at this time. We will post announcements on the Atkinson Conservation Commission's page on the Town web site, and on the Commission's Facebook page, here:

<https://www.facebook.com/groups/690528114636340> .

WHO WILL BE SUPERVISING THE WORK? – Our long-time Consulting Forester, Charlie Moreno, has marked the trees to be cut, and will be on site to supervise the cutting. The logger will be Fred LeClair and sons from Fremont, NH. This is the same company that did the previous cut in the Marshall Town Forest in the 1980s.

IS THE LOGGER FREE TO TAKE WHATEVER TREES HE WANTS? – No, the trees to be harvested are already marked by Charlie, who will be supervising the cut.

WILL IT BE UGLY? – Yes, at first, but the long-term benefits are not only scientifically proven (see the video that is linked above), but can be seen right here in Atkinson. The best example is the Caroline Orr Town Forest behind the Community Center.

WHAT WILL BE DONE WITH THE TREES? – The trees that are cut will be used in several ways. Pine logs that are large enough to be sawn into lumber will go to a saw mill, most likely Pleasant River Lumber, which has several mills in Maine. Hardwood logs will go either to HHP, Inc. in Henniker, NH, or Champeau Lumber in Quebec, Canada. Wood chips will be sold to a wood-fired electric generating company, most likely to Bridgewater Power in Plymouth, NH. Cordwood will be marketed by the logger to firewood dealers.

WHAT HAPPENS TO THE REVENUE FROM THE HARVEST? – The Town will receive the "stumpage" value, after expenses, for the harvested lumber, which is the value of the trees BEFORE they are cut. Stumpage value is surprisingly low. Previous cuts in Atkinson have yielded less than \$2,000. This money is deposited into the Forest Maintenance Fund, which is used to perform things such as invasive plant management.

TOWN OF ATKINSON CONSERVATION COMMISSION
19 Academy Avenue
Atkinson, New Hampshire 03811

September 15, 2022

Re: Selective Timber Harvesting in the Stickney and Marshall Town Forests

Dear Neighbors:

I am writing to let you know that the Conservation Commission has approved a selective timber harvest in the Stickney and Marshall Town Forests, including the newly-acquired Beckhorn parcel on Boulder Cove Road. Your land either abuts one of these forests, or is in close proximity to it.

The purpose of this work will be to improve the diversity of the forest by creating areas where sunlight can reach the forest floor, thus promoting the growth of saplings, shrubs, and other ground-level vegetation. While unsightly at first, our goal is to insure a healthy, diverse habitat for wildlife far into the future. An excellent example of the end result can be seen in the Caroline Orr Town Forest behind the Community Center, which was similarly harvested about 7 years ago.

The contractor has agreed to be respectful of our neighbors, and your help is requested to not use the trails while active logging is taking place. Signs will be posted at the usual entrances to these forests.

We expect this work to first begin in the Stickney Town Forest later in September, and there will be a temporary logging entrance on Waters Edge or Stickney Road. Following completion of that work, the contractor will move on to the Marshall Town Forest, with a temporary logging entrance along Boulder Cove Road.

Questions or concerns may be sent to the Commission at our email address, conservation@atkinson-nh.gov. Updates will also appear on the Conservation page of the new Town web site.

Sincerely,



Paul Wainwright, Chair
Atkinson Conservation Commission

Copy to:

John Apple, Town Administrator
Bob Worden, Chair, Select Board

FORM
PA-7NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP#
22-021-03-T

For Tax Year April 1, 2022 to March 31, 2023

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB Key to move through fields)

1. Town/City of: ATKINSON
2. Tax Map/Block/Lot or USFS Sale Name & Unit No.
MAP 20 LOTS 36 & 37-1
3. Intent Type: Original ☒ Supplemental ☐ _____
(Original Intent Number)
4. Name of Access Road: BOULDER COVE RD
- 5a. Acreage of Lot: 39 Acreage of Cut: 32
- 5b. Anticipated Start Date: 9/28/2022
6. Type of ownership (check only one):
- a. Owner of Land and Stumpage (Sole Owner) ☐
 - b. Owner of Land and Stumpage (Joint Tenants) ☐
 - c. Owner of Land and Stumpage (Tenants in Common) ☐
 - d. Previous owner retaining deeded timber rights ☐
 - e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ☒

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER ☐ OR LOGGER / FORESTER ☒
BY MAIL ☒ OR E-MAIL ☐

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

Scott Leclair 9-19-22
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

SCOTT LECLAIR (DBA FRED LECLAIR & SONS LOGGING)

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

Scott Leclair 9-19-22
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Fred Scott Leclair		
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)		
789 MAIN ST		
MAILING ADDRESS		
FREMONT	NH	03044
CITY OR TOWN	STATE	ZIP CODE
fastfreddie1110@hotmail.com		
E-MAIL ADDRESS		
(603) 702-0808		
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)	

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

- The Selectman/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the intent;
 2. The land is not under the Current Use Unproductive category;
 3. The form is complete and accurate; and

4. Any timber tax bond required has been received.

\$ _____ Date _____

5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.

6. This form to be forwarded to DRA within 30 days.

<u>John Doe</u> 9/26/22	<u>John Doe</u> 9/26/22	<u>John Doe</u> 9/26/22
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL
DATE	DATE	DATE
<u>John Doe</u> 9/26/22	<u>John Doe</u> 9/26/22	<u>John Doe</u> 9/26/22
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL
DATE	DATE	DATE

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	50 MBF
Hemlock	60 MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	3 MBF
Yellow Birch	3 MBF
Oak	16 MBF
Ash	10 MBF
Soft Maple	4 MBF
Beech/Pale Yellow & Mat Log/Pine Box	10 MBF
Other (Specify)	MBF
Pulpwood	Tons
Spruce & Fir	
Hardwood & Aspen	400
Pine	
Hemlock	
Biomass Chips	1000
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	80 Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:
---------	---------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

<u>Charles Moreno</u> 9/19/2022		
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE		
CHARLES MORENO		
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT		
PO BOX 60		
MAILING ADDRESS		
CENTER STRAFFORD	NH	03815
CITY OR TOWN	STATE	ZIP CODE
(603) 234-0444	cmforestry@metrocast.net	
PHONE NUMBER	E-MAIL ADDRESS	

FORM
PA-7NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP#
22 - 021 - 02 - T

For Tax Year April 1, 2022 to March 31, 2023

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB Key to move through fields)

1. Town/City of: ATKINSON

2. Tax Map/Block/Lot or USFS Sale Name & Unit No.

MAP 20 LOTS 35 & 15-13. Intent Type: Original ☒ Supplemental ☐ (Original Intent Number)4. Name of Access Road: WATERS EDGE5a. Acreage of Lot: 40 Acreage of Cut: 205b. Anticipated Start Date: 9/23/2022

6. Type of ownership (check only one):

- a. Owner of Land and Stumpage (Sole Owner) ☐
b. Owner of Land and Stumpage (Joint Tenants) ☐
c. Owner of Land and Stumpage (Tenants in Common) ☐
d. Previous owner retaining deeded timber rights ☐
e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ☒

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER ☐ OR LOGGER / FORESTER ☒
BY MAIL ☒ OR E-MAIL ☐

7. We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

Scott Leclair 9-19-22
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

SCOTT LECLAIR (DBA FRED LECLAIR & SONS LOGGING)

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

Scott Leclair 9-19-22
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Fred Scott Leclair
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

789 MAIN ST
MAILING ADDRESS

FREMONT NH 03044
CITY OR TOWN STATE ZIPCODE

fastfreddie1110@hotmail.com
E-MAIL ADDRESS

(603) 702-0806
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:

1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

4. Any timber tax bond required has been received.

5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
9/26/22 9/26/22 9/26/22
9/26/22 9/26/22 9/26/22

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	5	MBF
Hemlock	15	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch	2	MBF
Yellow Birch	2	MBF
Oak	15	MBF
Ash	2	MBF
Soft Maple	2	MBF
Beech/Palmetto & Mat Logs/ Pine Box	5	MBF
Other (Specify)		MBF
Pulpwood	Tons	
Spruce & Fir		
Hardwood & Aspen	400	
Pine		
Hemlock		
Biomass Chips	1000	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	80	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount
---------	--------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Charles Moreno 9/19/2022
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

CHARLES MORENO
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

PO BOX 60
MAILING ADDRESS

CENTER STRAFFORD NH 03815
CITY OR TOWN STATE ZIPCODE

(603) 234-0444 cmforestry@metrocast.net
PHONE NUMBER E-MAIL ADDRESS

FOREST IMPROVEMENT HARVEST AGREEMENT
Atkinson Town Forestlands
Atkinson, New Hampshire

Page 1 of 6

AGREEMENT made this ____ day of September 2022 between the Town of Atkinson, a New Hampshire municipality with place of business at 21 Academy Avenue, Atkinson, New Hampshire 03811, hereinafter referred to as the LANDOWNER (the "LANDOWNER"), AND Fred LeClair & Sons with place of business at 789 Main Street, Fremont, New Hampshire 03044, with Fred Scott LeClair, General Partner, signing, hereinafter referred to as the CONTRACTOR ("the CONTRACTOR").

ARTICLE I – Property Description and Stipulations

- A. The purpose of this Agreement is to stipulate the terms, conditions, and specifications for the CONTRACTOR to conduct a forest improvement harvest on three wooded parcels (the "Property") of the LANDOWNER'S Town Forest lands.
- B. The Property includes a 29± acre woodland parcel known as the "Stickney Lot", and two nearby adjacent woodland parcels known as the "Marshall Lot" and the "Beckhorn Lot", respectively, totaling 44± acres. The Stickney Lot lies on the northeast corner of the intersection of NH Route 111 and Water's Edge Road. The Marshall and Beckhorn parcels lie on the north side of Boulder Cover Road. The Property lies entirely in the Town of Atkinson, County of Rockingham, and State of New Hampshire.
- C. Property line(s) adjacent to forestry harvest areas are delineated by orange paint on trees along the lines facing into the Property. These trees are strictly not to be harvested, nor is the CONTRACTOR authorized to cross the property lines (except for the right-of-way access route) with logging equipment onto an abutting property for any reason.
- D. The LANDOWNER agrees to sell to the CONTRACTOR and the CONTRACTOR agrees to buy from the LANDOWNER certain Timber as designated and marked with blue paint on the trunks or otherwise designated for cutting (the "Timber") by the LANDOWNER'S forester, Charles Moreno, (the "Forester"), and his agents.
- E. Timber, marked or to be marked with blue tree marking paint by the LANDOWNER'S Forester, are estimated to contain the following volumes:
 - 40,000± BF -- White pine sawtimber, all grades
 - 10,000± BF -- Hemlock sawtimber, all grades
 - 10,000± BF -- Misc. Hardwood (oak, maple, birch, ash, etc.) sawtimber, all grades
 - 800± Tons -- Chipwood
 - 75 ± Cords -- Firewood

NOTE: The above listed timber volumes and grades are estimates and are not guaranteed. Additionally, it is possible that timber volume overruns will occur, due to additional trees that are not presently marked but which must be harvested to stage and access the Timber. The CONTRACTOR agrees buy and pay for *all* stumpage harvested on the Property during this operation, even when timber volumes overrun the estimates listed above. The CONTRACTOR acknowledges and agrees that actual volumes may also be less than estimated but that does not affect performance or terms of this contract.

- F. The LANDOWNER warrants title to the Property and to the tree stumpage covered by this Agreement with complete authority to harvest, allow harvest, and/or sell such timber and enter this Agreement.
- G. The CONTRACTOR assumes all risks of and responsibility for personal injury to the CONTRACTOR'S agents, subcontractors and employees, or others, and for damage to the CONTRACTOR'S property or the property of their agents, subcontractors and employees, or others, or to the property of the LANDOWNER or others concerning operations under this Agreement.
- H. The CONTRACTOR stipulates that they are an independent contractor and business. It is hereby stipulated that any truckers, loggers, co-workers, employees, subcontractors, and/or assignees of any kind and all descriptions of the CONTRACTOR are not employees of the LANDOWNER or the LANDOWNER'S Forester, but rather, are agents of the CONTRACTOR. Furthermore, the CONTRACTOR and their agents will indemnify and save harmless the LANDOWNER and the LANDOWNER'S Forester and his employees and agents from any and all claims and actions covering loss costs, injuries, expense (including attorney and legal fees), and damages of every kind and description which may be brought or made against the LANDOWNER or LANDOWNER'S Forester or agents on account of, or in any manner arising out of, the work being done under this Agreement by the CONTRACTOR and their agents.
- I. The CONTRACTOR ensures that their business will carry and maintain Workmen's Compensation Insurance as required by law for all employees who are working on or in any way connected with the work on the LANDOWNER'S property. In addition, the CONTRACTOR ensures that they will carry and maintain General Liability Insurance in the amount of at least Two Million Dollars (\$2,000,000) comprehensive coverage and that the PURCHASER'S Agents will also carry and maintain General Liability Insurance in the amount of at least One Million Dollars (\$1,000,000). The CONTRACTOR agrees to provide a certificate of insurance coverage to the LANDOWNER indicating satisfactory levels of coverage prior to commencing work on the Property. Also, the CONTRACTOR agrees to carry the Town of Atkinson, New Hampshire as "additional insured" on their policy.
- J. The LANDOWNER shall allow the CONTRACTOR access to the Property for the purpose of cutting and removing the timber under all the terms, conditions, and specifications stated herein.
- K. All marked trees shall be cut and removed all harvest specifications listed in Article III met, and all operations of the CONTRACTOR on the Property will be completed by November 30, 2022. The LANDOWNER may grant a logging extension period by signed rider to this Agreement because of poor ground conditions or other extenuating or unforeseen circumstances. Time is of the essence.
- L. The CONTRACTOR agrees to comply with all the provisions herein stated and shall conform to the directions and instructions given by the Forester. The Forester reserves the right to stop the harvest operation and suspend the CONTRACTOR'S entry privileges if the conditions of this Agreement are not being met.

- M. The CONTRACTOR assumes sole and full responsibility, and liability, for abiding by the New Hampshire DES Timber Harvest Notification Permit for crossing wetlands and for abiding by all NH BMP's while working in the vicinity of wetlands. The PURCHASER agrees to be fully liable for any wetlands violations deemed by NH DES, including applying remediation to wetlands as may be required by the State of New Hampshire, and paying for fines and remediation costs relative to the PURCHASER's activities in and around streams and wetlands on the Property.
- N. The conditions, covenants, warranties, and representations in this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

ARTICLE II. - TRANSACTIONS

Stumpage/Values

- A. The point of sale for timber on the Property is at the time that the CONTRACTOR severs the individual tree from the stump. From this point on, the CONTRACTOR incurs full responsibility for the payment of stumpage value at the rates quoted below. Stumpage value is defined as the value of the marked *standing* timber, prior to felling.
- B. Timber will be sold on a "stumpage" basis as specified below, with payment made by the CONTRACTOR to the LANDOWNER for the merchantable timber harvested. Logs are to be sold in industry standard "one thousand board feet" units, signified by the abbreviation "MBF".
- C. The CONTRACTOR agrees to pay the LANDOWNER for the *stumpage* itemized below at the following rates:
- \$180.00/MBF -- White Pine grade sawlogs
 - \$ 70.00/MBF -- White Pine low-grade sawlogs
 - \$ 60.00/MBF -- Hemlock sawlogs
 - \$475.00/MBF -- All Hardwood veneer logs
 - \$275.00/MBF -- Red Oak and Misc. Hardwood grade logs
 - \$ 90.00/MBF -- Red Oak pallet logs
 - \$130.00/MBF -- Mat logs
 - \$ 80.00/MBF -- Hardwood pallet logs
 - \$ 3.50/Ton -- Whole Tree Chips
 - \$ 3.50/Ton -- Pulpwood
 - \$ 13.00/Cord-- Firewood

Payments

- D. The CONTRACTOR will make payment *for stumpage* to the Forester, along with all corresponding mill scale slips. The CONTRACTOR will also submit a statement that accounts for and summarizes the mill receipts submitted.

- E. The CONTRACTOR agrees to make stumpage payments on a weekly basis, paying for all stumpage delivered to market the previous week, or within 2 weeks of receiving market payment.

Timber Tax

- F. The CONTRACTOR will file the State of New Hampshire Intent-to-Cut for timber to be cut from the Property, and the Report-of-Cut upon harvest completion, according to permit protocol. The Town of Atkinson is exempt from the Timber Tax (NH R.S.A. 79, revised Sept 2018) and the Atkinson Selectmen recently voted not to impose the Timber Tax on the CONTRACTOR for this timber harvest, as prescribed by New Hampshire Law. If the Timber Tax were to be imposed, it is mutually agreed by all parties to this agreement, that the CONTRACTOR may withhold 10% of the stumpage value to pay the cost of the Timber Tax.

Project Set-up, Staging, and Restoration Costs

- G. The CONTRACTOR agrees to establish their landing sites to stage the operations at their own labor and equipment cost. The LANDOWNER agrees to cover the cost of materials, such as gravel, stone, or permanently-set culverts that may be needed to provide adequate access conditions for the CONTRACTOR. The CONTRACTOR may order and pay for these materials, if any are used, but then provide receipts and deduct the cost of materials from stumpage.
- H. The CONTRACTOR agrees to restore the landings as follows: backdragging and grading all gravel surfaces as needed to a reasonably level condition; removing all woody debris from travel surfaces; removing all non-woody debris, equipment, and trash generated by this operation from the Property; and grading woody logging residues onto the edges of the landing sites.

ARTICLE III. – Harvest Specs

The CONTRACTOR agrees to harvest and remove the said trees from the forestry project area in accordance with the following conditions:

- A. The CONTRACTOR will harvest and remove only trees that the Forester has selected and marked with blue paint, except for trees which must be removed for skid trail access. Unmarked trees that may be removed for skid trail access by the CONTRACTOR include diseased or declining hemlock and beech trees or saplings. All other trees, particularly oaks, pines, hickories, sugar maple, and black or yellow birches, including young growth, will be protected from unnecessary injury or harvest. The Forester retains the right to limit the number of unmarked trees harvested, if he deems an unnecessary and excessive number are being removed. Scraping the bark of residual forest trees while logging will be avoided.
- B. The operation will be done thoroughly and methodically.
- C. Damage to residual crop trees and specified pockets of forest regeneration will be avoided while harvesting and removing timber from the forest.
- D. STUMPS. Stumps will be cut as low to the root swell as possible and generally within eight (8) inches of the highest ground, or exposed rock, around the stump. Reasonable effort will be made to re-cut the stumps of multiple-stem trees and skidding posts to within 24±" inches, of the ground.

- E. SLASH: Tree tops and stems that are unmerchantable as a higher value product, including branches that break-off during logging, will be yarded for chipping, or crushed to lie flat on the ground or generally lopped to within 2½ feet of the ground surface. The CONTRACTOR should leave natural deadfall, including naturally fallen trees, in the woods on the forest floor.
- F. SLASH SETBACKS. Slash accumulations from the logging operation will be kept at least 25 feet from abutting properties and 50 feet from town roads in accordance with New Hampshire law.
- G. All above-the-stump merchantable timber and biomass in tree stems and tops will be utilized as thoroughly as possible for their highest value products.
- H. Any felled tree that lodges in another tree will be taken down immediately.
- I. Bent saplings (>1" in diameter) resulting from the harvest operation shall be cut down, to create a neat job appearance.
- J. ROADS and TRAILS: The CONTRACTOR agrees to remove all slash generated from this operation from main recreational trails on the Property.
- K. TRAIL CROSS-OVERS: The CONTRACTOR agrees to minimize the number of trail crossovers to access harvest areas, and to avoid using the trails for skidding.
- L. The CONTRACTOR will avoid rutting the ground on the Property with their equipment. It is recognized that ruts and surface ground disturbance from skidding and trucking may occur on the LANDOWNER'S land. Reasonable effort will be made by the CONTRACTOR to backdrag ruts and surface disturbance made by the CONTRACTOR'S equipment during harvest operations.
- M. The CONTRACTOR may use branches and woody debris as matting to stabilize soft ground along skid trails. New Hampshire Best Management Practices (BMPs) recommends this practice, with allowance for leaving the material in place after the operation is completed to minimize impact.
- N. The CONTRACTOR shall observe New Hampshire Best Management Practices ("BMP's") in the installation, usage, and removal of temporary stream or wetland crossings, properly poling all crossings or installing portable bridging prior to skidding. The CONTRACTOR shall install stream crossings and cross streams only at permitted locations. The CONTRACTOR agrees to assume full responsibility for abiding by NH DES Wetland Bureau regulations.
- O. LANDING RESTORATION: The CONTRACTOR agrees to clean the landing site(s) at the end of the operation, *leaving it free of all garbage*, and removing all marketable timber within one week of completion of logging on the Property. In addition, the CONTRACTOR will neatly spread any remaining woody debris into the forest on the back edge of the landing(s) (log clippings, branches, tree bark, sawdust, stumps, etc. resulting from this operation). To minimize the amount of woody debris build-up in the landing(s), woody matting can be distributed about the woodlands, particularly to stabilize soft ground on skid trails.

ARTICLE IV – Additional Stipulations

The CONTRACTOR further agrees as follows:

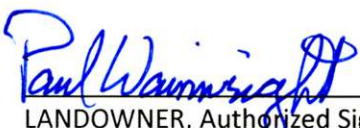

- A. To abide by and apply any recommendations from the Forester during harvest operations.
- B. To inform the Forester if work is to be suspended for more than three (3) days because of equipment failure, illness, or any other reason. The CONTRACTOR will then notify the Forester before resuming work.
- C. To use reasonable care to prevent forest fires and to assume all liability for damage and suppression costs with respect to the property of the LANDOWNER and others if a forest fire occurs because of the harvesting operation.
- D. To refrain from littering the woodlands or landing areas with trash of any description. All trash from the CONTRACTOR'S operation must be removed by the CONTRACTOR from the LANDOWNER'S property immediately upon completion of the operation.
- E. The draining or dumping of equipment oil, hydraulic fluid, coolant, fuel, and associated parts onto the LANDOWNER'S property is strictly forbidden. The service of equipment on the site must be done in a manner that used equipment fluids are properly contained and disposed of by approved methods.

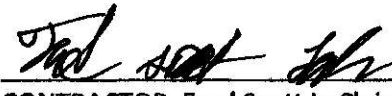

ARTICLE V – Termination of Contract

It is mutually understood and agreed by and between all parties heretofore mentioned as follows:

- A. All rights granted under this Agreement revert to the LANDOWNER on the date of termination of this Agreement, whether such termination results from the full performance of the said Agreement or is so declared by the LANDOWNER on account of breach of this Agreement by the CONTRACTOR.
- B. The rights granted herein by the LANDOWNER to the CONTRACTOR are not assigned to another without the LANDOWNER' written consent.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year noted below.

 9/10/2022  9/10/2022
LANDOWNER, Authorized Signature Date WITNESS
Atkinson Conservation Commission, Atkinson, New Hampshire

 9-9-22 
CONTRACTOR, Fred Scott LeClair Date WITNESS
Fred LeClair & Sons, Fremont, New Hampshire