

Telephone: (860) 974-0127
Fax: (860) 974-2963



101 Hampton Road
Pomfret Center, CT 06259

Conserving Forests / Crafting Wood / Since 1965

January 27, 2021

Gary Goeschel II
Town of East Lyme
PO Box 519
108 Pennsylvania Ave
Niantic, CT 06357

Dear Gary,

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 John Bialowans, Jr. at 57 Walnut Hill Road. This operation involves a selective timber harvest with the objective to establish natural regeneration and generate income for the landowner. The property boundaries have been identified with pink ribbon, trees to be removed have been marked in the field with blue paint and the main skid trails are pre-existing from previous activity. A skidder or forwarder will be utilized to transport the merchantable material to the yarding area which will be accessed by log truck via the existing paved apron. There is one stream crossing associated with this operation. Portable timber bridges will be used to stabilize the crossing during the operation and removed upon completion. It is estimated that 2-4 weeks 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 blue ink, appearing to read "Chris Casadei", written in a cursive style.

Chris Casadei
Forester

NOTIFICATION OF TIMBER HARVEST

Town: East Lyme Date: 1/27/21
Property Location: _____

List all parcels:

Assessor's Info:

| Map | Block | Lot |
|-----|-------|------|
| 48 | | 56-1 |
| | | |
| | | |
| | | |

OR:

| Unique ID |
|-----------|
| |
| |
| |
| |

Total acreage of property(s): 43 Total acreage of harvest area: 30

Landowner(s) of Record: John Bialowans, Jr
Mailing Address: 61 Walnut Hill Rd
Town: East Lyme, CT Zip 06333
Phone () _____
E-mail: _____

Primary Contact: Chris Casadei
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

This timber harvest has been prepared by a State of Connecticut certified:
(Check one): Forester OR Supervising Forest Products Harvester
Forest Practitioner Certificate #: F-463
Name: Chris Casadei c/o Hull Forest Products, Inc
Address: 101 Hampton Rd., Pomfret Center, CT 06259
E-mail: casadei@hullforest.com
Phone #: (Business) 860-974-0127 (Cell) 860-235-6550

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: 3 / 1 / 21

Description of Timber Harvest:
Objective: Establish Natural Regeneration, generate income
Treatment: Selection with group selection harvest

Amount of forest products to be harvested:
50,560 Board feet 42 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 style="text-align: center;"><u>Crossings / Clearing</u></p> <input checked="" type="checkbox"/> Temporary stream/drainage crossing <input type="checkbox"/> Temporary wetlands crossing <input type="checkbox"/> Removal of trees in wetlands <input checked="" type="checkbox"/> Removal of trees in upland review area | <p style="text-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 style="text-align: center;"><u>Log landing area:</u></p> <input type="checkbox"/> anti-tracking pad <input type="checkbox"/> curb cut <input checked="" type="checkbox"/> Existing paved apron | <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> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Describe in further detail as necessary:

There is one intermittent drainage crossing associated with this operation. Portable timber bridges will be used to stabilize the channel during the operation and removed upon completion. All best management practices regarding timber harvesting as adopted by the CTDEEP shall 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 item # 10 on the attached Timber Sale Agreement Date: _____

Print/Type Name: _____

Signature of Landowner(s): _____ Date: _____

Print/Type Name: _____

Signature of Certified Forest Practitioner:  Date: 1/27/21

Print Name: Chris Casadei

Certificate #: F-463 Expiration Date: 11 / 1 /24

Complete and Submit to:

- The Municipal Inland Wetlands Agency/lies 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.

Bialowans Timber Harvest Map

John Bialowans Jr.

57 Walnut Hill rd. East Lyme, CT 06333

42 +/- acres

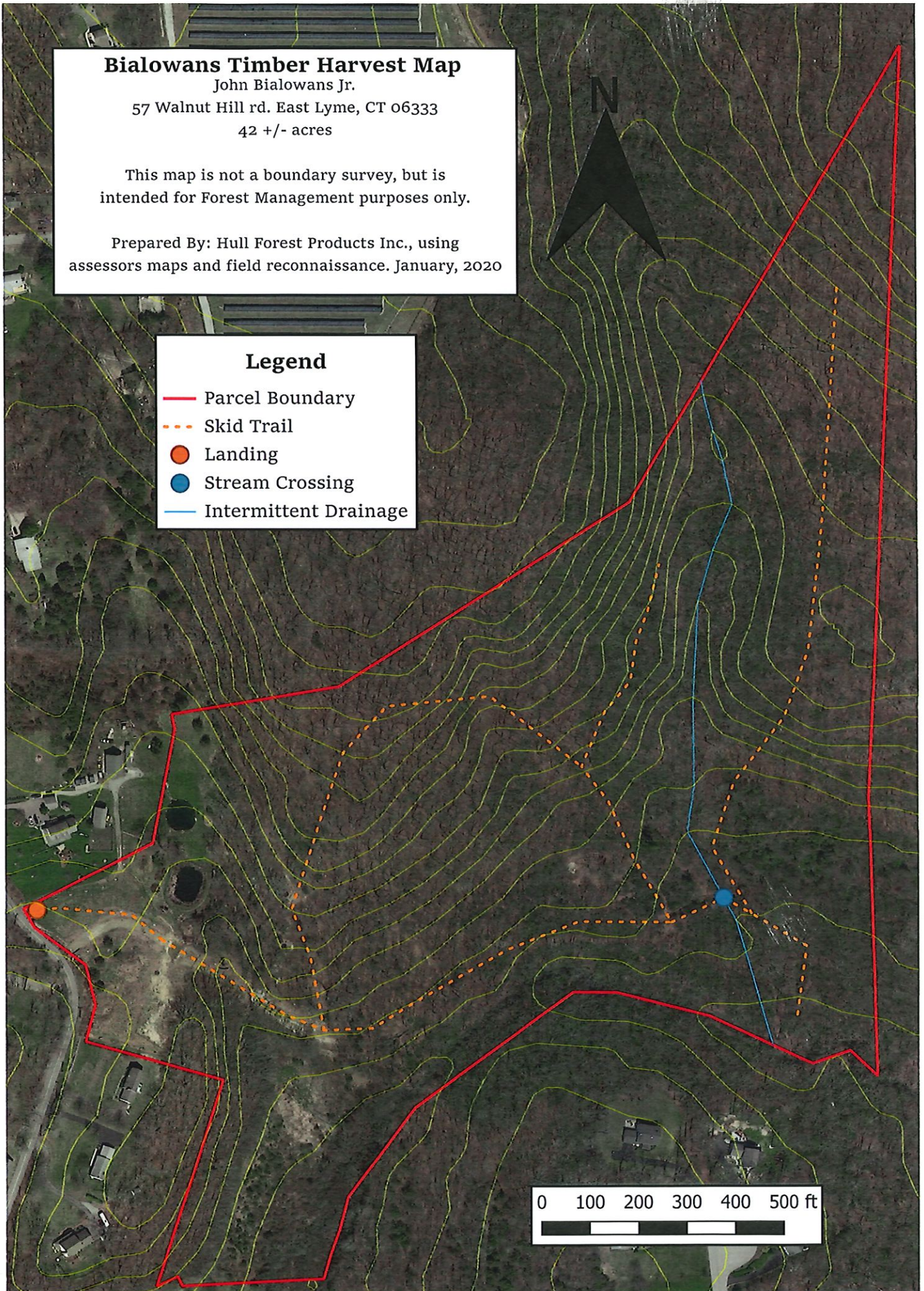
This map is not a boundary survey, but is intended for Forest Management purposes only.

Prepared By: Hull Forest Products Inc., using assessors maps and field reconnaissance. January, 2020

Legend

- Parcel Boundary
- - - Skid Trail
- Landing
- Stream Crossing
- Intermittent Drainage

0 100 200 300 400 500 ft



TIMBER SALE AGREEMENT

It is agreed between John Bialowans, Jr. of 61 Walnut Hill Road, East Lyme, CT 06333, 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 43 acres East of Walnut Hill Road, in the Town of East Lyme, in the State of CT. 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 price for the designated trees or timber to be cut shall be _____ or an estimated 50,560 board feet of sawtimber and 42 cords of firewood. Payment terms shall be as follows: _____ to be paid upon signing and _____ 0 within one week of the start of harvest.
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 301 sawtimber trees and 108 firewood trees as designated with a blue paint mark upon the main stem and the base of 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 or liabilities asserted by third parties or governmental agencies for any acts directly within the Purchasers control for damages to property or persons through the negligence of the Purchaser. 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 CT and the Town of East Lyme 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 on the property of the Seller.

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.

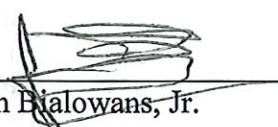
13. THE TRUCK ROAD WILL BE STABILIZED WITH TIMBER MATS TO PROTECT THE DOG FENCE. PURCHASER WILL TAKE FULL RESPONSIBILITY IF THE FENCE IS DAMAGED. (cc)

Dated this 12th day of January, 2021


Seller

Hull Forest Products, Inc.

By


John H. Malowans, Jr.

By


Christopher J. Casadei, Forest Resources Manager
Duly Authorized