



United States  
Department of  
Agriculture

Forest  
Service

Allegheny National Forest  
Supervisor's Office

222 Liberty Street  
PO Box 847  
Warren, PA 16365  
(814) 723-5180  
FAX (814) 726-1465

File Code: 2450

Date: October 23, 2008

Shelter Lumber Company, Inc.  
2850 Route 6  
Waterford, PA 16441

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Enclosed is your executed copy of the contract OGM Case 595 Deck Sale. You purchased this sale at the sealed bid opening held on October 16, 2008. Also, enclosed is your executed performance bond.

The following individuals are designated as Contracting Officer or representatives on this sale:

Contracting Officer – RANDALL A. DURNER  
Forest Service Representative – JAMES CAMPBELL  
Timber Sale Administrator - DAVID COTTERMAN

We note that a pre-work meeting was held with David Cotterman, Timber Sale Administrator.

Sincerely,

RANDALL A. DURNER  
Contracting Officer

Enclosures

Cc: Marienville District  
Supervisor's Office  
Sale Administrator – David Cotterman, Marienville RD

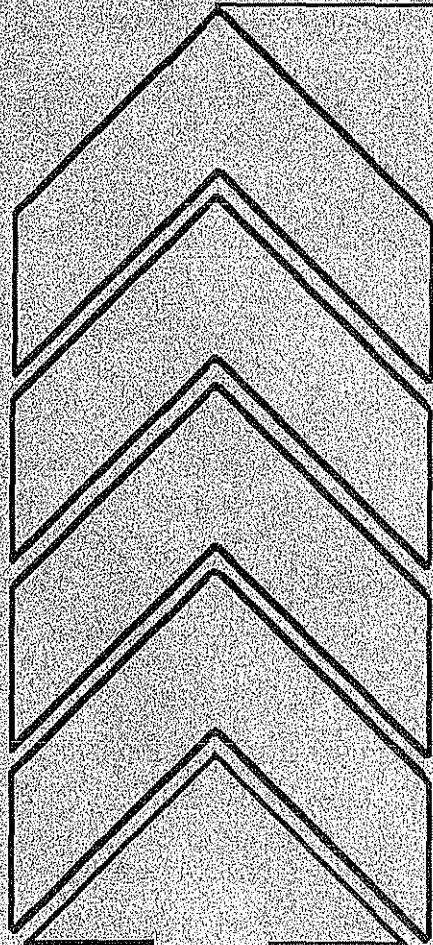


United States  
Department of  
Agriculture

Forest  
Service



# Timber Sale Contract



Contractor Shetler Lumber Co., Inc.

Contract Name OGM Case 595 Deck

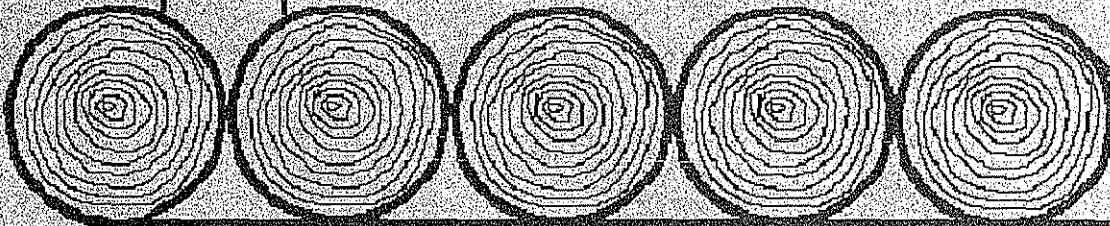
Award Date 10/17/2008

Contract No. 091902 155952

Region R9 - Eastern Region

National Forest 19 - Allegheny

Ranger District 02 - Marienville



**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
CONTRACT FOR SALE OF DECKED TIMBER**

Contract FS-2400-2 (10/2002)  
Page 1 of 2

Region: Eastern  
Allegheeny  
Marienville

Sale Name: OGM Case 595 Deck	Contract No: 155952
Purchaser: SHETLER LUMBER COMPANY, INC.	Procurement Contract No:
Address: 2850 Route 6  Waterford, PA., 16441	Award Date: 10/17/2008
	Termination Date: 12/31/2008
	Legal Location: Warrant 3672, Howe Township, Forest County, Pa.

**Included Timber**

Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Sawtimber	Black Cherry	167.00	CCF	526.95	.00	88,000.65	.00
Sawtimber	Beech	8.00	CCF	12.00	.00	96.00	.00
Sawtimber	Red Maple	32.00	CCF	42.00	.00	1,344.00	.00
Sawtimber	Sugar Maple	8.00	CCF	49.72	.00	397.76	.00
Pulpwood	Hardwood - Other	175.00	CCF	1.90	.00	332.50	.00
<b>Total Quantity:</b>		390.00		<b>Total Sale Value:</b>		90,170.91	.00

**General Conditions**

Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.

Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesignated trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.

Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.

Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.

Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.

Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.

Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.

Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.

Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.

Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.

Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.

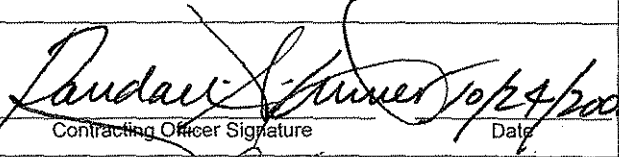
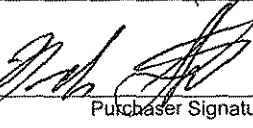
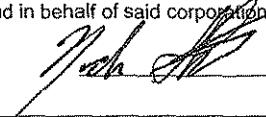
Disputes. This contract is subject to the Contract Disputes Act of 1978.

**Other Conditions**

See Attachment A

Contract No: 155952  
Name: OGM Case 595 Deck

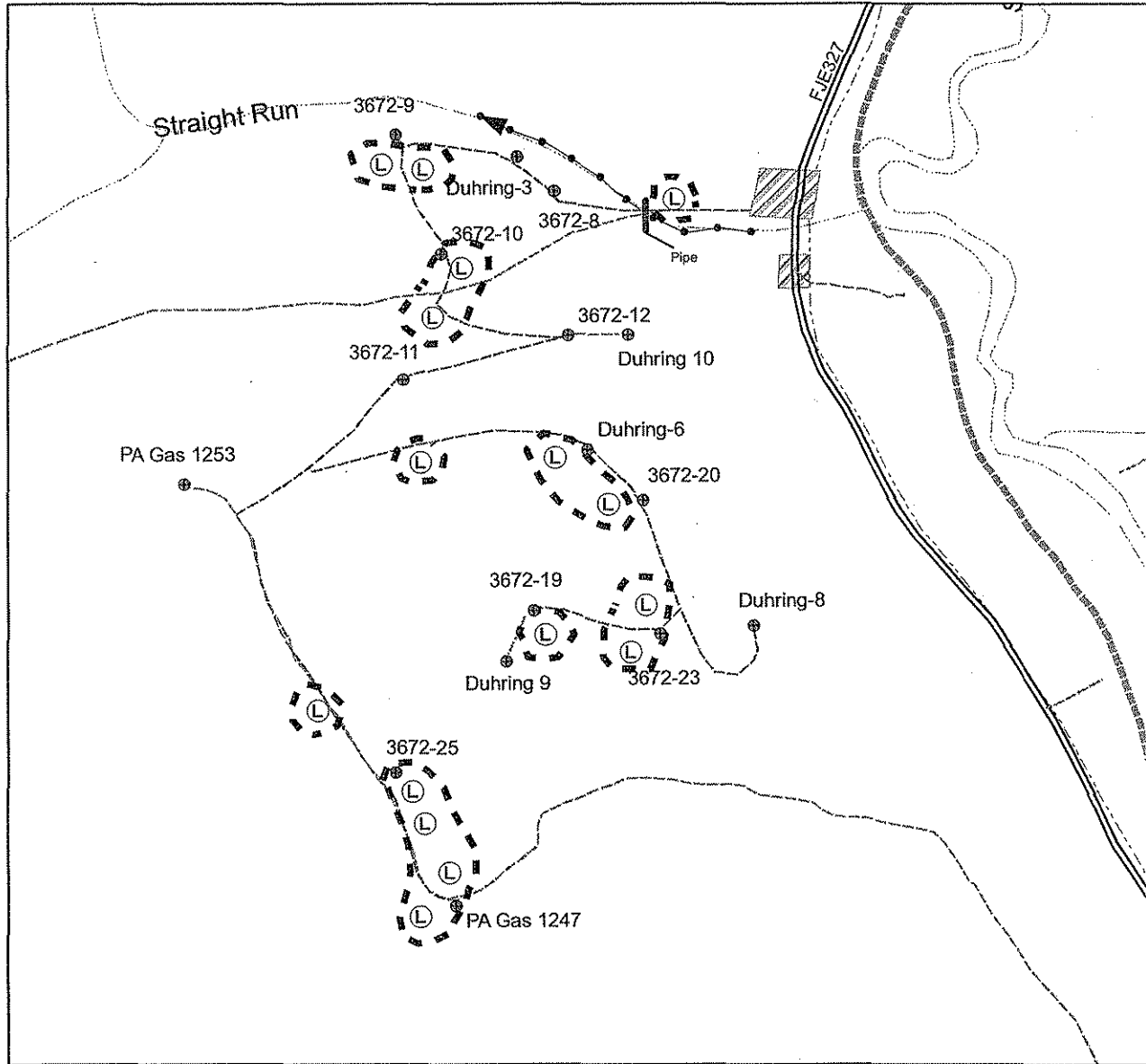
Contract FS-2400-2 (10/2002)  
Page 2 of 2

Signatures			
Witness Signature	Date	 Contracting Officer Signature	<u>10/24/2008</u> Date
Witness Signature	Date	 Purchaser Signature	Date
CERTIFICATION			
I, <u>Noah Shetter</u> , certify that I am the _____ Secretary of the corporation named as Purchaser herein; that <u>Noah Shetter</u> who signed this contract on behalf of the Purchaser, was then <u>PRESIDENT</u> of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.			
			CORPORATE SEAL

**Attachment A**  
**OTHER CONDITIONS –OGM Case M 595 TIMBER SETTLEMENT**  
**SALE**

1. All OGM improvements, including access road (proposed road), well sites, and pipelines as shown on the Sale Area Map are to be protected. If damage is incurred, Purchaser is responsible to repair any damage to proposed road or other improvements as a result of removal of Included Timber to conditions that existed prior to contract award. Such repair may include, but is not limited to blading and crowning road surface, cleaning and/or re-establishing ditch lines, stone replacement, culvert repair or replacement, and any other work reasonably necessary to repair damage and restore improvements to operating condition.
2. Off-road equipment used on this sale shall be free of noxious weeds of concern and free of soil, seeds, vegetative matter or other debris that could contain or hold such seeds, prior to moving onto Sale Area. Equipment shall be inspected by Forest Service off the Sale Area and approved prior to use.
3. Purchaser shall protect spring with pipe or limestone surfacing on cross country skid road. Purchaser will be required to construct truck turnaround and landing area adjacent to private property. Purchaser will be required to blade off native material and cover road surface with 2B gravel prior to hauling on private property. Purchaser will be required to cover road surface on private property with 2RC gravel upon completion of timber haul. An appraisal allowance has been made.
4. Forest Service may designate additional landing and/or decking areas outside of the Sale Area adjacent or near Duhring Road as needed to facilitate removal of Included Timber.
5. Purchaser is required to utilize a pre-hauler or forwarder configured with self-loader to haul and remove Included Timber from Sale Area over most of the unimproved road. A skidder may be employed subject to Forest Service approval, to assist with dispersal of product decks and some skidding. Subject to Forest Service approval, log trucks with self-loaders may be utilized to remove Included Timber from portions of the Sale Area to the designated haul route.
6. Purchaser shall provide an acceptable performance bond of \$ 10,000 for the duration of the contract.

Sale Area Map  
OGM Case 595  
Deck Sale  
Allegheny National Forest  
Marienville Ranger District  
Warrant 3672  
Jenks Township, Forest County, PA



**Legend**

- Approximate Deck Locations
- OGM Wells
- Municipal
- Forest Service
- Non-Forest Service, OGM, Private
- Trail
- Stream
- Stream Course Protection
- Utilities
- Private Ownership
- Sale Area Boundary

