



**Town of East Hampton**  
 Department of Planning & Zoning  
 20 East High Street, East Hampton, CT 06424  
 (860) 267-9601

**RECEIVED**  
 AUG 31 2023  
 TIME \_\_\_\_\_

**Inland Wetland and Watercourses Agency**  
**Timber Harvest As-of-Right Determination**

Date Received: \_\_\_\_\_

Permit Application #: 1W-23-019

**Parcel Information**

Street Address of Parcel: 103 Mott Hill Road

Map 24 Block 44 Lot 14D Acreage of Property: 47.82 Acreage of Harvest Area: 46

**Applicant**

<b><u>Owner</u></b>	<b><u>Primary Contact</u></b>
Name: <u>Jeffrey Schleidt</u>	Name: <u>John Letarte</u>
Address: <u>198 Lakeveiw Drive, Crossville, TN</u>	Address: <u>see below</u>
Telephone: <u>860-833-6338</u>	Telephone: _____
Email: <u>jeff_schleidt@yahoo.com</u>	Email: _____
Trustee? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Nature of Trust: _____ <u>see item#10 on the attached Timber Sale Agreement</u>	
(Signature)	(Signature)

**This Timber Harvest has been prepared by a State of Connecticut Certified: (Check one)**

Forester OR  Supervising Forest Products Harvester

Forest Practitioner Certificate#: SFPH 1302 Phone #: \_\_\_\_\_

Name: John Letarte Cell #: 401-269-9840

Address: 46 Black Plain Road, Exeter, RI Email: tartlogging@yahoo.com

**Timber Harvest Information**

**Property Boundaries:** Bounds are Marked:  Yes  No

**Timber Harvest Boundaries:** Marked or Flagged:  Yes  No

Property owners within 100 feet of the harvest area have been notified:  Yes  No

Starting Date of Timber Harvest operations: 10/1/23 Completion Date: \_\_\_\_\_

**Description of Timber Harvest:**  
 Objective: Remove undesirable growing stock from the woodlot

Treatment: selection harvest

**Amount of Forest Products to be Harvested:**  
65,000 Board Feet 50 Cords \_\_\_\_\_ Cubic Feet \_\_\_\_\_ Tons

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.

**SITE PLAN MUST BE SUBMITTED AT TIME OF APPLICATION**  
 ANY FALSE STATEMENT OR ANY BUILDING PERMITS GAINED BY SUCH STATEMENT WILL RENDER PERMITS NULL & VOID



**Town of East Hampton**  
 Department of Planning & Zoning  
 20 East High Street, East Hampton, CT 06424  
 (860) 267-9601

**Inland Wetland and Watercourses Agency**  
**Timber Harvest As-of-Determination – Part Two**

**Wetland Area Information**

There are wetlands on the property:  Yes  No  
 The wetlands have been flagged by a certified soil scientist:  Yes  No  
 Wetland Acreage: >1 acre Watercourse Linear Feet: apprx. 1000'  
 Soil Types on Site: unknown Source and Date of Classification: \_\_\_\_\_

**Regulated Area Disturbance**

Closest Proximity of Timber Harvest Activity to Wetlands or Watercourses: 5 Linear Feet  
 The proximity to the regulated area is:  Up-Gradient  Down-Gradient  Both  
 Will there be any stream crossings?  Yes  No

Check all that apply:

**Crossings / Clearing**

- Temporary Stream/ Drainage Crossing
- Temporary Wetlands Crossing
- Removal of Trees in Wetlands
- Removal of Trees in Upland Review Area

**Erosion and Sedimentation Control**

- Installation of Water Bars
- Grading
- Seeding
- Other \_\_\_\_\_

**Log Landing Area**

- Anti-Tracking Pad
- Curb Cut

**Roads**

New Roads other than skid trails proposed?  
 Yes  No

Describe the any other proposed Erosion and Sedimentation Controls, management practices, and mitigation measures that will be used to prevent and minimize impacts to wetlands, watercourses, and/or upland review areas:

There are two stream crossings associated with this operation. The crossings will be stabilized with temporary timber bridges and corduroy during the activity and the bridges will be removed upon completion. All best management practices regarding timber harvesting as adopted by the CTDEEP shall be strictly adhered to.

**As-of-Right Determination Checklist**

- Completed As-of-Right Determination Form
- Site Plan Including:
  - Existing and Proposed Features, with detail and accuracy sufficient to understand the scope of work
  - Location of Wetlands and Watercourses and Upland Review Area for Both

**DEPARTMENT USE ONLY:**

Timber Harvest Determined As-Of Right by IWWA:  Yes  No  
 Proposal is a Regulated Activity and Permit is Required:  Yes  No

**Approved**

(IWWA Chairman) Date: \_\_\_\_\_

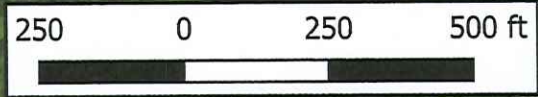
(Planning & Zoning Official) Date: \_\_\_\_\_

**SITE PLAN MUST BE SUBMITTED AT TIME OF APPLICATION**

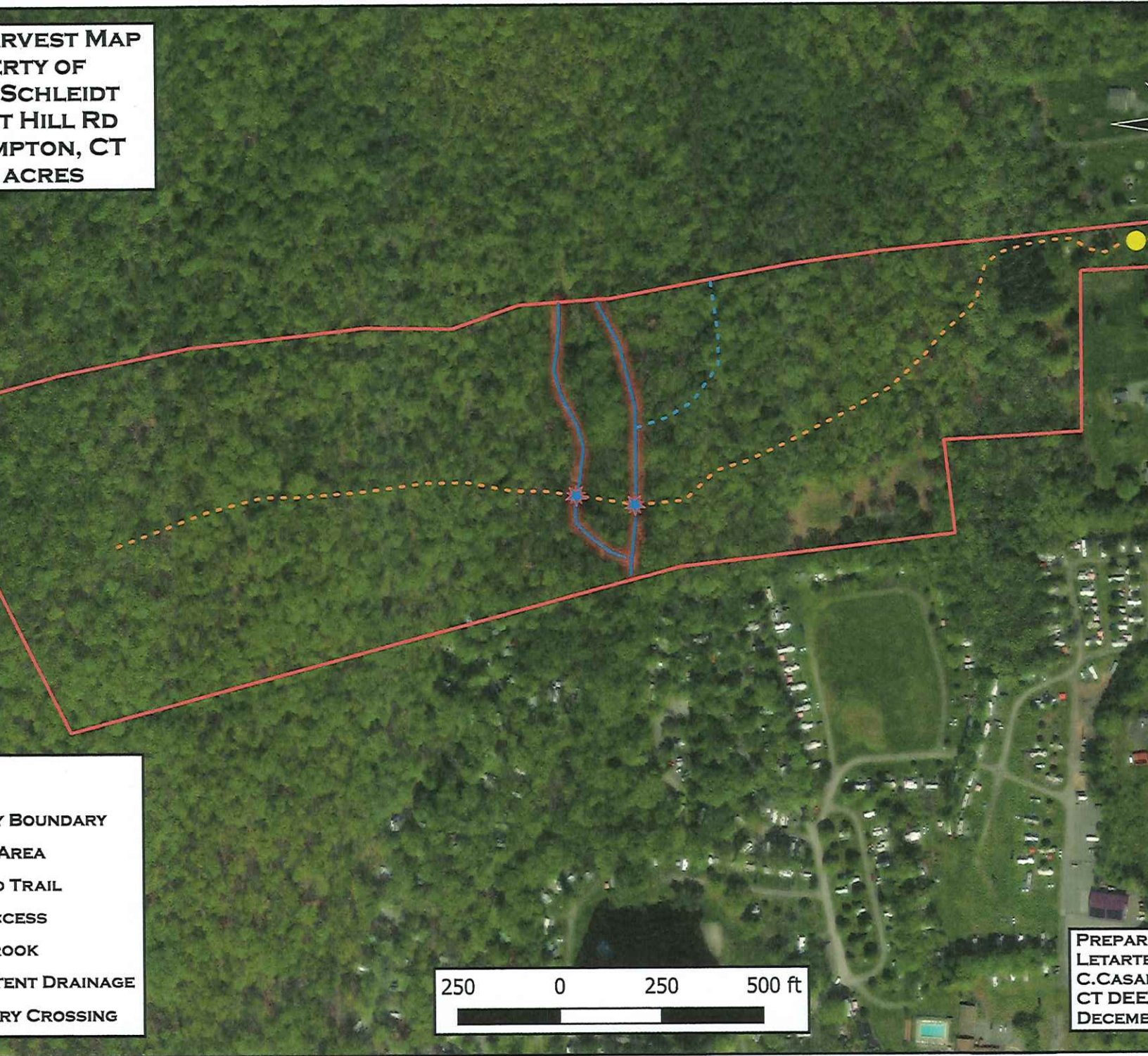
ANY FALSE STATEMENT OR ANY BUILDING PERMITS GAINED BY SUCH STATEMENT WILL RENDER PERMITS NULL & VOID

**INVEST MAP**  
**PROPERTY OF**  
**SCHLEIDT**  
**11 HILL RD**  
**SMYTH, CT**  
**10.5 ACRES**

**PROPERTY BOUNDARY**  
**WATER AREA**  
**TRAIL**  
**ACCESS**  
**LOOK**  
**PERMIT DRAINAGE**  
**UTILITY CROSSING**



**PREPARED BY**  
**LETARTIERE**  
**C. CASARCI**  
**CT DEPT OF**  
**DECEMBER**



## TIMBER SALE AGREEMENT

It is agreed between Jeffrey W. Schleidt of 103 Mott Hill Road, East Hampton, CT 06424, hereinafter called the Seller, and Letarte Logging, LLC of 46 Black Plain Road, Exeter, RI, 02822, 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 47.54 acres West of Mott Hill Road, in the Town of East Hampton, 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 price for the designated trees or timber to be harvested shall be determined by the Mill Tally. Upon the start of the harvest the Purchaser shall provide the Seller scale reports and stumpage payments on a weekly basis based on [redacted] of the value of the sawlogs and [redacted] cord of firewood logs.
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, not to include the sale of the land.
4. Trees sold to the Purchaser shall involve a Conservative Harvest with the objective to remove undesirable growing stock from the forested portion of the property and establish a residual stand of healthy growing stock that will be able to harvested again in approximately 20 years. Upon acceptance of this Agreement the Purchaser shall mark with paint the trees to be removed which shall be reviewed by the Seller prior to the start of the operation. The Purchaser shall determine the use of the harvested material and remove only material determined to be of commercial value as sawtimber, pulpwood 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. Letarte Logging, LLC agrees to carry a minimum of \$1,000,000.00 General Liability 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.
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 East Hampton 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.

Dated this 17 day of April, 2023

Seller

Purchaser

X By   
Jeffrey W. Schleidt

By   
John P. Letarte

August 29, 2023

Jeremy DeCarli  
Town of East Hampton  
Land Use Department  
1 Community Drive  
East Hampton, CT 06424

Dear Mr. DeCarli,

Enclosed please find the Timber Harvest As-of-Right Determination application, a Timber Harvest Map and the Timber Sale Agreement pertaining to a selective timber harvest Letarte Logging, LLC plans to conduct on the property of Jeffery Schleidt at 103 Mott Hill Road later this autumn. I will be representing Mr. Letarte and the landowner in this matter. There are two temporary stream crossings associated with this operation which will be stabilized with timber bridges and corduroy during the operation and the bridges will be removed upon completion. The crossing locations are stoney and banks of brook are defined lending itself nicely to a stabile temporary crossing. An anti-tracking pad will be installed where the existing access to the field meets Mott Hill Rd. Please let me know if there is any additional information you may need or if you would like to visit the site together.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Chris Casadei', with a large, decorative flourish at the end.

Chris Casadei  
Forester, CTDEEP #F463  
christercasadei@gmail.com  
603-309-7819