

Timber Sales

The Forest Landowner and the Consulting Forester

The forest landowner and the consulting forester should have a contract or an agreement that covers the specific items that both parties are responsible for in the conduct of a timber sale. This agreement should be in writing and needs to be as specific as possible.

Consider the following items in the development of the agreement:

1. What kind of sale is the landowner proposing? Is the landowner managing the forest for the long term with expectations of future sales or is this sale intended to liquidate the woodlot. If the sale is part of a long term management strategy then the landowner should expect the consulting forester to collect data about the cutting area using accepted analysis principles for the forest type that is to be treated. The cutting prescription should be based on the analysis and the goals the landowner has set for the cutting area.
2. The trees to be cut should be specified. In any sale other than a clearcut every tree that is to be cut should be marked with paint by the forester. Generally the trees are marked at about eye level and on the stump. The pattern of marking should be specified in the agreement.
3. The consultant should agree to provide information about the volume and value of the trees that have been marked. The value is usually a minimum acceptable price for the trees to be sold. The landowner should agree not to use this information to sell his timber outside of his agreement with the consulting forester.
4. The agreement should cover the conditions of payment and the amount the consultant will be paid. Will the payment for services be lump sum, based on an hourly rate, based on a percentage of the value of the timber that is sold, or based on some combination agreed upon by the landowner and the consulting forester.
5. Will the consultant, the landowner, or both the consulting forester and the landowner determine the location of logging roads, log landings, and main skid trails?
6. Who will develop the Erosion and Sediment Control Plan for the timber sale? Pennsylvania law requires that an Erosion and Sediment control plan be on site during the timber harvesting operation? **I recommend that the consulting forester or the timber buyer develop the Erosion and Sediment control plan.**
7. Who will be responsible for obtaining any permits that may be necessary for conducting the timber sale? Stream crossings, wetland crossings, and road access are examples of items that typically require a permit. **The timber buyer is usually responsible for obtaining the required permits. This should be stated in the timber sale contract.**

8. Who will be responsible for the inspection of the timber harvesting both during the cutting and skidding and at the time the sale is completed? If the consulting forester is to make periodic inspections, how often will they be made? Generally it is advisable to work with the buyer or logging contractor during the first day of the logging operation and to return one to four days later to make sure the initial instructions are being followed. During the harvesting operation the sale should be checked at least every seven days. Final inspection should be made prior to the contractor leaving the site. **This is the consulting forester's responsibility.**

9. Who will be responsible for preparing the contract with the buyer? Ideally this should be collaboration between the landowner, the buyer and the consulting forester. **The consulting forester should write the contract with your input.**

10. Who will prepare a prospectus for the timber sale and who will mail the timber sale prospectus to potential buyers? **The consulting forester.**

11. Where and when will the bid opening be conducted?

12. The landowner should make a statement that he/she is the sole owner of the property and the trees that are to be sold.

13. The landowner should specify any special considerations such as saving specific trees, or not blocking access to particular roads or trails. Also, the landowner should notify the consulting forester of any agreements that may exist between the landowner and any other party for access or use of the area included in the timber sale.

14. The consulting forester should make a statement to the affect that he/she is acting solely as the agent of the landowner in the conduct of the timber sale and has no obligation or connection with any potential buyer of the trees that are to be sold.

15. The landowner should agree to deal exclusively with the accepted bidder and not enter into any addition agreements to sell timber within the sale area until the timber sale is completed.

16. The agreement should include a clear description of the location of the area(s) that will be included in the timber sale.