

CONSIDERATIONS FOR HARVESTING TIMBER ON SCOUT CAMP PROPERTIES

May, 2025

Careful consideration and planning should be applied to any potential timber harvest on Scout Camp properties. Timber on Scout properties could represent one of your council's most valuable capital assets. The decision to harvest, and the type of harvest methods utilized, could improve or reduce the future value and health of the forest, its recreational potential, wildlife habitat, and most importantly, the ability to support a Scout camping program. A poorly planned timber harvest may not maximize the financial return and could result in legal issues related to contractual compliance and permitting. Poor planning may result in the spread of invasive plants, insects and diseases. Poor communication may lead to political issues with Scout volunteers and other stakeholders. If your Council has a Conservation Committee, it is highly recommended to seek their input, leadership and endorsement with the harvest activities and locations. The harvest should be addressed in and be consistent with the Camp Conservation Plan.

Before harvesting timber, it is important to know your objectives and the desired future condition. Objectives should not just be driven by financial need, but the need to maintain the forest in perpetuity in a healthy condition to support the property's Scout camping and nature program needs and other nature-based values. The harvest activity should be timed to consider impacts to peak Scouting and hunting seasons and wildlife nesting seasons, and timed to take advantage of market considerations. Harvesting timber can be very complicated, and it is important to have the support of a local expert to guide you through the process.

Many State Forestry Agencies and cooperative extension agents offer a "Call Before You Cut" hotline, or a phone number you can call to receive free and impartial technical assistance in your state. In many states, professional foresters and loggers must maintain a professional license and liability insurance in order to operate. A listing of certified and trained professionals can be obtained from your State Forestry Agency.

It is generally recommended to seek the services of a consultant forester, who will work for you to ensure that your interests are maintained throughout the timber harvest. The forester can develop a prescription and mark the timber to ensure that the appropriate trees are removed *and retained* to meet your camp's objectives. A forester can prepare a timber sale prospectus, or an inventory of the timber being sold, and provide you with an expected value. The forester can assist you with preparing a timber sale contract and securing bids from reputable and qualified professional loggers. The forester can ensure that all proper permits are obtained and regulations are followed. The forester can monitor the harvest and oversee the logging activity looking out for the camp's best interest. Finally, the forester can work with the logger to make sure that the landings, skid trails and roads are restored and left in proper condition following the harvest. While consultant foresters typically work for commission, their involvement is well worth the cost, and bids for the timber are often higher when a forester is known to be involved with the harvest. You may also find consultant foresters with a Scouting background who may work for a discount. State agency service foresters may also be available to

provide some of the technical assistance, but the capacity and availability of State forestry resources vary by state.

If you are actively managing the forest resources on your Scout Camp property, consider working with your forester (or other qualified resource professional) to develop a comprehensive Forest Stewardship Plan for the property. One of the most highly rated sources of landowner assistance throughout the country is the Forest Stewardship Program. A Forest Stewardship Plan will provide you with advice, not only pertaining to the trees, but also on the forest's other plants and flowers, the wildlife, the soil, the water resources, the recreational potential and the aesthetic value. The advice can also include information on habitat projects, tree planting, and potential future timber sales, and Scout conservation projects, to meet the long term goals of the camp property. Financial assistance is often available for preparing and implementing the Forest Stewardship Plan. The plan can also open the door for forest certification programs such as the American Forest Foundation's Tree Farm Program, carbon markets, and conservation easement programs. Finally, the Forest Stewardship Plan can fulfill the BSA's Camp Conservation Plan and Invasive Species Management Plan requirements in the National Camp Accreditation Program.

The following is an example timber harvest invitation to bid letter, a sample timber sale prospectus and an example timber sale contract that is based on an actual timber harvest that occurred with the assistance of a consultant forester on a Scout Camp property in a Mid Atlantic state. You may wish to use this "harvest template" for your camp, adding and modifying specific provisions to meet your needs as appropriate. Different regions of the country, with differing forest conditions and related regulations may require additional provisions. It is recommended to have the Scout Council's legal counsel review any timber sale contract and invitation to bid on timber before it is finalized.

For additional information, consider contacting Scouting America's National Conservation Subcommittee conservation@scouting.org, your State Forestry Agency, or State Cooperative Extension Agent as appropriate.

Photo: Truckloads of pulpwood at the landing on a Scout Camp Timber Harvest

photo by: Karen J Sykes



SAMPLE INVITATION TO BID ON TIMBER LETTER

December 1, 20xx

To Forest Product Operator:

The ____ Council, Scouting America, requests your bid for standing timber for sale located on approximately XXX acres of ____ Camp/Scout Reservation, near (town, state) in ____ County. Bids are due with a 10% deposit and a signed copy of the enclosed contract in a sealed envelope by 1:00 pm on December 31, 20xx. Please mail or deliver you bid package to:

____ Council, Scouting America
Street Address
City, State, Zip Code
ATTN: ____, Camping Director

Label the outside of the envelope “SEALED TIMBER HARVEST BID”

All deposits will be returned to unsuccessful bidders by January 10, 20xx.

A public showing of the timber will be held on Friday, December 19, 20xx at 1:00 pm. Interested parties should meet at the Camp Headquarters Parking Lot. (See Attached Map). Additional prebid access to the property shall be granted by appointment only by contacting ____, Camp Ranger (phone #). Please note the attached prospectus is an estimate. The timber was marked and tallied by (forester). Questions concerning this prospectus should be directed to (forester and phone #).

Feel free to contact me if you have any questions. Thank you for your interest, and we look forward to receiving your bid.

Sincerely,

Name
Camping Director
Phone #

SAMPLE TIMBER SALE PROSPECTUS

Note: This is a sample timber prospectus for a sawtimber sale in the MidAtlantic Area. Local markets, mill preferences and standards may require the use of different log scaling rules, or the marketing of different products. It is recommended to seek local professional forestry assistance.

Timber Prospectus – _____ Scout Camp/ Reservation ~30 Acres, Fall 20xx

DBH	No. Red Oak	Scarlet Oak	Black Oak	White Oak	Chestnut Oak	Hickory	Yellow- Poplar		Total # Trees	Total Vol. BDFt
12"	1	27	22	3	23				76	
Volume	56	1530	1232	142	1342					4,302
14"	7	60	35	6	46		2		156	
Volume	654	5544	3108	549	4020		210			14,085
16"	4	67	28	4	53				156	
Volume	461	10099	4034	535	7394					22,523
18"	11	49	25	4	35	1			125	
Volume	2124	10274	4801	640	6285	184				24,308
20"	3	33	25	1	18		1		81	
Volume	764	8950	6469	171	3959		234			20,547
22"	3	25	20	1	25		2		76	
Volume	948	8317	6423	211	6694		802			23,395
24"	3	8	6		18				35	
Volume	787	3433	2076		6608					12,904
26"		8	3		7				18	
Volume		4616	1470		3240					9,326
28"	2	1	2		3				8	
Volume	1215	616	1098		1580					4,509
30"	1	2			1				4	
Volume	560	1708			403					2,671
32"					1				1	
Volume					644					644
34"										
Total Trees	35	280	166	19	230	1	5		736	
Total Volume BDFt	7,569	55,087	30,711	2,248	42,169	184	1,246			139,214

1. DBH measured at 4 ½ feet above ground
2. Volumes calculated by International ¼ inch rule, Form Class 78
3. Cull trees marked with X are logger's choice and not factored into the prospectus
4. Prospectus prepared by: (forester)
Forester's Seal:

SAMPLE TIMBER HARVEST CONTRACT

Timber Sale Agreement

This agreement entered into this _____ day of _____, 20XX between _____ of _____ County, (STATE), hereinafter called "purchaser" and the _____ Council, Boy Scouts of America, (Insert Scout Council Address) hereinafter called "seller".

Article 1: The seller hereby sells to purchaser for the sum of _____ (\$_____) to be paid as hereinafter provided, all the presently marked sawtimber in standing trees in the _____ areas of _____ Scout Reservation/ Camp, _____ Council, Scouting America, situated in _____ County, (State) and located on the property of the seller approximately X miles from (*nearest town*). Trees marked are those that presently have a slash of blue paint at eye level, in addition to a spot at the base of the tree. Additional trees are marked as logger's choice with a blue "X". The seller retains the rights to the tops and lops. (*Seller may wish to require Purchaser to remove, windrow or otherwise move all logging debris, but doing so could reduce revenue from the harvest.*)

The seller agrees to the following conditions:

1. Seller covenants and agrees that he will indemnify the purchaser against all actions, suits, claims, or expenses resulting from the cutting of any marked trees on lands claimed and designated by the seller which, in fact, are the lands of another property owner.
2. Seller grants the purchaser the right of ingress and egress to the area of sold timber, including his men and equipment, between the hours 0700 hours on Mondays through 1600 hours on Fridays only for the duration of this agreement. Weekend access is denied, unless otherwise agreed upon by the seller. (*This can be customized for the specific Camp as appropriate.*)
3. Seller covenants that he is the legal owner of the real estate on which said timber is located and he has the legal rights to sell same.
4. The seller shall remove all tent floor boards and picnic tables from the timber harvest area as directed by the purchaser.

Article 2: The purchaser agrees to cut and remove said timber in strict accordance with the following conditions:

1. Unless extension time is granted in writing by the seller, all sold timber shall be cut and removed from seller's property as well as all purchaser's men and equipment and all other duties of Purchaser under this agreement shall be completed on or before (**Insert Date**). Trees marked as "Logger's Choice" shall be cut and reduced to within 48" of the ground. No unmarked trees of any kind shall be cut. In circumstances where unmarked trees are damaged by the harvesting operation, the purchaser agrees to pay the seller liquidated damages in the amount of \$.50 / board foot for the damaged trees. Damaged trees shall only be cut if agreed upon in writing by the seller. Damage includes skidder damage to the base of a tree or hazardous "widow-makers" left in a crown.

2. The purchaser shall not assign this contract in whole or part, without the written consent of the seller.
3. The purchaser shall be deemed an independent contractor and shall comply with all Federal, State and local laws, rules and regulations. The purchaser shall hold a valid State of _____ Forest Product Operator's License, and the required amount of liability insurance as directed by this licensure.
4. Care shall be exercised at all times by the purchaser and his employees against the starting and spread of wildfire.
5. The purchaser agrees to remove all tops and lops from obvious camping areas and hiking trails.
6. The purchaser agrees to reduce all tops and lops to within 48" of the ground.
7. The purchaser agrees to cut all stumps to a height no greater than 18".
8. The purchaser agrees to repair all damages to fields, roads, trails, camping areas, buildings, utility lines, water lines and other improvements, incurred during the duration of this agreement. Landings, skid trails and roads shall be restored, repaired, stabilized and seeded at the conclusion of the timber harvest activities.
9. The purchaser agrees to avoid dropping trees across property lines, and in instances where it is unavoidable to drop trees across the property lines, the purchaser shall remove all tops and lops from neighboring properties.
10. The purchaser will provide a copy of all required permits, licenses and a certificate of insurance to seller prior to initiating timber harvesting activities.

Article 3: The purchaser agrees to pay for the timber included in this contract in the following manner:

10% of bid due at time of contract submittal

90% of bid due on or before -----

Article 4: It is mutually understood and agreed by and between the parties hereto, as follows:

1. All timber included in this agreement shall remain the property of the seller until paid for in full, but all risk of loss shall be on the purchaser.
2. In case of dispute over the terms of this contract, such matters of disputes shall be referred to arbitrators, one of whom shall be selected by the seller and one by the purchaser. The two thus selected shall appoint a third arbitrator and the decision of the majority of said arbitrators shall be final and binding on all of the parties to this agreement.
3. This agreement shall be binding upon the parties, their heirs, administrators, executors, successors or assigns, this provision however not to permit assignment by purchaser.

IN WITNESS WHEREOF the parties hereto have thereunto set their hands this

_____ day of _____ 20XX.

Witness:

_____ (Seal)
_____ (Seller)

_____ (Seal)
_____ (Purchaser)