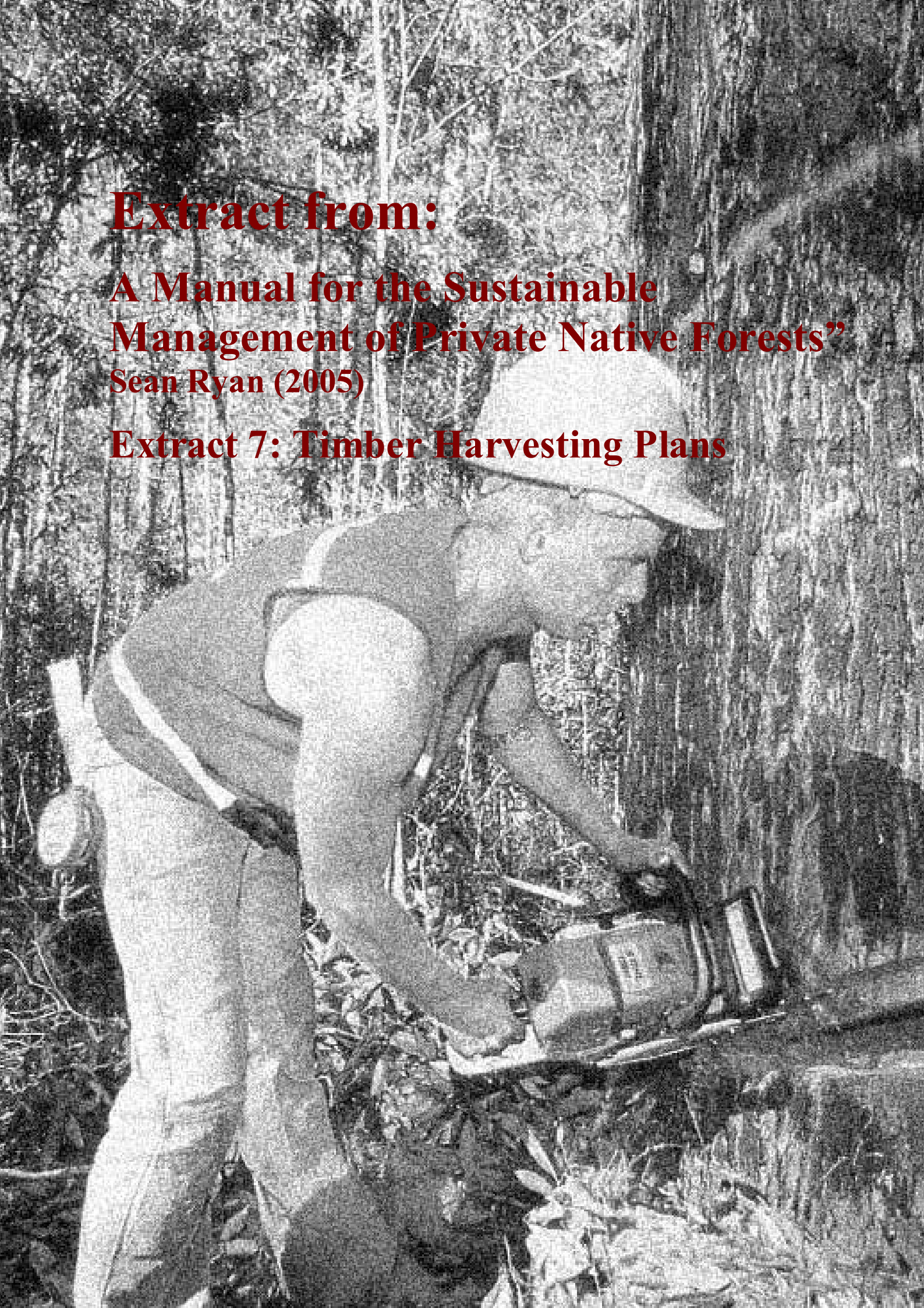


**Extract from:**

**A Manual for the Sustainable  
Management of Private Native Forests”**

**Sean Ryan (2005)**

**Extract 7: Timber Harvesting Plans**



## **TIMBER HARVESTING PLANS**

Harvesting Plans constitute a practical working document on which actual operations on a specified area are based. They provide a framework for onground operations.

Harvesting Plans are critical to ensure forested areas are sustainably managed and must be practical, relevant and able to implemented in the field.

These plans must contain adequate information to identify:

- Landholders overall sale management responsibilities;
- Operational responsibilities of purchasers and field operatives, and
- Compliance with environmental standards

The Landholder is responsible for the preparation of Harvesting Plans, including any liaison between purchasers, contractors, Local Authorities and neighbours

Some issues to consider are:-

- Environmental protection ('endangered' or 'of concern' Regional Ecotypes, 'rare' or 'threatened' fauna)
- Land degradation potential eg. soil erodibility and slope
- The proposed Qld Forest Practices System
- Gazetted roads (trees on such road reserves are owned by the crown)
- Public utilities (power and gas lines)

As the planning proceeds, involvement of the proposed purchaser is necessary, to negotiate on intended extraction systems and access requirements.

Liaison with other users is required to ensure each is aware of their responsibilities and how that may effect other operations. These users may include Local Authorities through the Integrated Planning Act.

Liaison with neighbours and community groups may be required for sites where proximity to developed areas could prompt concerns about noise levels, dust and landscape values.

## **The Plan**

Harvesting Plans should comprise two discrete sections:

1. A text section with provision for signed agreement between the Landholder and the Purchaser. This section will include prescriptive details on the operation.
2. A comprehensive map, with a detailed and legible legend

### *Step 1: Research/Review.*

If a property management plan exists this information will be gleaned from the ariel photos

.Establish probable major access direction (from forest to major haulage road), negotiate with neighbour if necessary

- Tentatively plan internal road layout, using existing roads/tracks and/or topographical features.
- Note likely exclusion areas or other features, which may warrant particular consideration, such as existing watercourse crossings.

### *Step 2: Roading*

- Confirm major access route/s (Local Authority restrictions) and suitability of internal haul road locations.
- Check haul road slope grades where doubtful (with purchaser representative)
- Locate and mark alternative haul road sections to connect forest areas and/or reduce slope gradients.
- Locate log dump and ramp locations.

### *Excluded or Modified Management Areas*

- Confirm presence and extent of excluded areas, such as dry scrub, brigalow patches, steep topography and major watercourse protection zones.
- Inspect all major parts of the timber harvesting area to conduct soil sampling to determine erodibility class/es. Take slope measurements at these points and record on map
- Identify any significant areas of steeper slope, which should be excluded.

### *Map Compilation*

During inspections, all relevant features and sites should be marked on a field map in sufficient detail, with key sites marked on the ground, to enable later relocation.

Adequate accuracy levels are usually achievable by reference to landmarks and known points such as surveyed roads, main topographical features, sites/landmarks and mapped vegetation type boundaries. Basic distance measuring by trip-meter or accurate estimation is important to define snig and haul rates.

# SAMPLE PROFORMA FOR TIMBER HARVESTING PLAN

## SALE DETAILS:

**Property Description:** *Lot on Plan, Parish and Property Name*

**Owner:**

**Postal Address:**

**Contact phone Numbers:**

**Timber Purchaser:**

**Expiry Date:** *Completion date.*

## Resource Details:

**Size of Area to be Harvested (ha)- gross:      nett:** *excluding buffer zones, slopes, unproductive areas etc.*

**Forest Type:** *list range of all species present.*

**Dominant Species:** *list main commercial species to be harvested*

**Estimated volume to log:** *volume listed by product type*

## Area Details:

**Soil Type:** *as per soil classification class in handout*

**Erosion Class/es:** *Record soil test sites on map along with soil boundary changes.*

**Slopes:** *As a percentage of nett area by class*

**<20°      20-30°      30°+**

**Wet/Dry weather operations:** *General statement about suitability for wet/dry weather operations and/or delineation of parts to be kept/restricted during wet/dry conditions*

## Operational Standards:

**Tree Removal Basis:** *Indicate method of removal tree selection (landholder tree-marking, contractor selection with reference to retention/selection regime, cutter selection)*

**Tree-marking codes:** *eg. h=habitat tree, slash=remove, p=pole*

**Minimum Diameter at Breast Height (DBH):** *insert minium DBH*

**Maximum Stump Height:** *Insert desired  
maximum stump height*

**Habitat tree retention rate:** *number of large stems to be retained per ha*

**Harvesting Requirements** *State purchaser's intention, eg. all uphill snigging, operations progress to a face (east to west)*

**Equipment Restrictions:** *describe parts of the area for which a specific extraction method is stipulated eg around buildings/dams riparian zones*

## Access System:

**Roading:** *Comment should be made here of specific requirements or restrictions, with reference to inclusions on the map. May include requirement to stockpile topsoil etc. Refer also to location and design standards, watercourse crossings and construction; indicate responsibility for construction and maintenance.*

**Loading Areas/Ramps:** *Comments should be made here of specific requirements or restrictions.*

**Snig Tracks:** *Specific requirements or restrictions, refer to inclusions on map. May include requirement to stockpile topsoil etc. Include comments on watercourse crossings or entry into exclusion zone.*

**Drainage and Erosion Control:** *Indicate spacing for whoa-boys and drains for tracks roads and ramps for post logging rehabilitation.*

## Environmental Considerations:

**Water Catchment:** *This section should address any specific considerations, including catchment's provision of domestic water supplies. All 'major streams' to be identified on map.*

**Landscape:** *Describe specific application of buffer zones and management requirements. Include requirement to remove tree heads from riparian zones.*

**Pests and Weeds:** *Indicate details of known pests and weeds, and state management intentions for control and responsibility re washdown, minimum disturbance, etc.*

**Waste Control:** *Stipulate management of waste products (litter, oil filters, drained oil etc.)*

## Utilities

List with references to details on map, any public utilities present viz: power lines, gas lines, water lines etc and list special requirements surrounding those areas as defined by the utility provider.

## Silviculture

*State details of intended post-harvesting activities such as uncommercial thinning operation, regeneration/top disposal burn, fire exclusion policy, salvage logging of debris. **Purchaser does not require this however if they are aware of intentions then they can operate with that knowledge.***

## Fire Protection

Purchaser is responsible for any fire they cause.

Preparedness/volunteer level of Purchaser: State requirements for non-purchaser caused fire.

**Maintenance of existing firelines during harvesting:** *eg. critical firelines which must remain accessible at all times.*

**Proposed Top Disposal Activities** *eg. intention broadcast burn areas as completed or topcutting*

**Fireline/other Construction Required:** For protection of feature areas or other works required and at whose cost.

**Rehabilitation**

**Loading Areas/Ramps:** *Post-harvest intentions to be stated; eg topsoil spreading, grass cover crop, ripping, and disposal of logging debris on ramps.*

**Roads:** *State requirement for removal of watercourse crossings.*

**Snig Tracks:** *As for roads.*

**Agreement:**

**Harvesting Plan prepared by :**

.....

**Signed :**

**Landholder** .....

**Signed :** .....

**Date:** .....

**Purchaser's  
Representative:** .....

**Signed :** .....

**Date:**.....

## Considerations for setting up a timber sale

Be sure the title of the land is beyond question, know where your boundaries are and that you have the right to sell timber off the land. Remember on leasehold land all forest products belongs to the state.

Don't be afraid to call in a consultant a few hundred dollars up front may save you many hundreds in the end.

### *Optimise your returns*

Look at the benefits of a sale now and compare that to a future sale (ie. a glut of timber on the market) are prices going up or down? Are your trees in decline or are they still putting on good growth. What products are in the sale

- Sell to the market which uses timber for its value ie. Poles before sawlogs
- Look for an integrated sale to remove the poor stems in the stand - poles, girders, sawlogs A and B class, landscaping logs, mini piles and fencing materials
- Consider the benefits of owner operated equipment for falling, snagging and hauling
- Know the value of the product or consult someone who does
- Consider the method of sale - volume vs area
- Get more than one quote and include mill timbers, sleepers, poles and fencing products

### *Owner operations*

When harvesting large volumes of timber, unless you have experience it is best to employ specialists. Timber harvesting is a dangerous operation., but if you have the skills then there are a lot of advantages to self harvesting

- Better returns
- Flexibility
- Control of the operation and the product line
- No one looks after your interests like yourself and that includes the retained stems, regeneration and post harvest rehabilitation

Self millers have to market their own timber and must abide by the "Timber Users Protection Act", in particular in regards to lyctus susceptible timbers, which must be treated to a standard before sale. There are many timber merchants not associated with saw mills now who are keen to take quality sawn timber and treatment can be organised on route to these outlets.

### *Timing*

The timber sale should be integrated into your forest management plan, which in turn should be part of your overall management plan for your property. The sale should coincide with

- The trees being at the optimum stage for harvest ( don't sell a light pole that will grow into a heavy pole and be worth twice the money)
- Other silvicultural requirements such as thinning or regeneration management
- At a time when other farm work is at a minimum
- Not in drought time when everyone is trying to sell their timber and the returns are below what they should be

## *Taxation*

For information on taxation speak to an accountant familiar with taxation laws governing timber harvesting. For example there can be a big difference between hiring timber cutters and sniggers as opposed to selling standing timber and allowing "*right of access*" this has direct implications on capital gains tax. Timber owned before 1984 does not attract capital gains tax but it is considered you are selling right of access and this should never be included in a contract.

If you are serious about your forestry enterprise, demonstrate your intention through documented planning and good record keeping, clearly show your intention to harvest.

### *What's in a contract?*

A contract should be in plain English and include the following specifications:-

- Price and method of payment
- Liability - personal, damage to forest, property, stock, roads and fences. Seek advice on this matter
- Timing - commencement date of operation, duration, hours of daily operation if necessary
- Protection against wastage
- Specified persons
- Special guidelines for felling snigging and loading
- Specialty clauses - for consideration of special features on your property
- Specify area to be logged, clearly delineate boundaries

The Landholder should take an active role in inspecting and supervising the logging operation with the mil rep.

A "Stanton-type Contract following is a standard contract, this can be adjusted to suit your needs and is an example only

# Stanton Agreement

Made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between

\_\_\_\_\_

Of \_\_\_\_\_ and having the postal address of

\_\_\_\_\_

In the State of Queensland, (hereinafter called "The Vendor" which expression

shall where the context or circumstances so require or permit be deemed to

include the said \_\_\_\_\_

His or her executors, administrators and assigns) of the one part, and \_\_\_\_\_

\_\_\_\_\_ a company incorporated under the laws of

the said State and having its registered office at \_\_\_\_\_

in the said State and having its registered office at \_\_\_\_\_ in the said State

(hereinafter called "The Purchaser" which expression shall

where the context or circumstances so require or permit be deemed to include

the said \_\_\_\_\_ its successors and

permitted assigns) of the other part. WHEREAS the Vendor is the

registered proprietor and owner of the property near \_\_\_\_\_ aforesaid

known as \_\_\_\_\_ and more particularly described as

\_\_\_\_\_ AND WHEREAS the Vendor has agreed

to sell and the Purchaser has agreed to purchase certain timber no standing on

\_\_\_\_\_

\_\_\_\_\_ (which land is

hereinafter referred to as "the said land") NOW IT IS HEREBY AGREED by and between the

parties hereto as follows:-

1. The Vendor hereby agrees to sell and the Purchaser hereby agrees to

Purchase \_\_\_\_\_ cubic metres, gross log volume, of Millable

\_\_\_\_\_ Timber now standing on the said land together with the right to cut and remove

the said timber from the said land PROVIDED HOWEVER that such sale and purchase shall not

include any tree which has at breast height (that is to say at a height of one hundred and thirty

centimetres from the ground) a diameter over bark of less than \_\_\_\_\_ centimetres and

no tree on the said land having a diameter less than that hereinbefore specified as aforesaid by

the Vendor shall be cut and removed by the Purchaser.

2. The Purchase Price for the said \_\_\_\_\_ Timber hereby agreed to be sold and purchased (hereinafter called "the said timber" shall be the sum of \_\_\_\_\_

---

3. The Purchaser shall pay to the Vendor the said purchase price in the manner set out in the schedule appended hereto.

4. No Interest shall be paid by the Purchaser to the Vendor hereunder.

5. For the consideration herein mentioned, the Vendor will permit and allow the Purchaser and its duly appointed agents, servants and contractors, for a period of \_\_\_\_\_ from the \_\_\_\_\_

TO enter upon the said land and to cut and fell timber thereon until the quantity of Millable \_\_\_\_\_ Timber specified in Clause 1 hereof is produced and to remove all such timber from the said land and generally to carry out the Purchasers operations hereunder.

6. In order to enable the Purchaser to exercise its rights, and to carry out and perform its obligations hereunder, the Vendor hereby grants unto the Purchaser and its duly appointed agents, servants and contractors, full and free right of ingress, egress and regress during the period mentioned in clause 5 hereof to and from the said land with or without tractors, vehicles, plant, timber and equipment of all kinds whatsoever.

7. The Vendor hereby further grants unto the Purchaser a right to undertake and provide all necessary and reasonable facilities on the said land, for the falling and haulage of timber on and from the said land, and will permit and allow the Purchaser to erect and move upon such parts of the said land as may be agreed by the Vendor, and to remove from the said land, temporary structure or buildings which in the opinion of the Purchaser are necessary for its operations hereunder provided always however, such structures or buildings shall be wholly removed at the expiration of the period mentioned in Clause 5 hereof. The Vendor will also permit and allow the Purchaser to provide all necessary and reasonable facilities for the haulage of timber on the said land.

8. All operations on the part of the Purchaser hereby authorised, shall be carried out in a proper and workmanlike manner and so as to cause as little grazing thereon. All trees felled under the agreement shall be utilised with a minimum of waste, and to the standard of utilisation as used by the Queensland Forest Services for the time being.

9. In the calculation of gross log volume (cubic metres) including defect, the measuring rules used by the Queensland Forest Services for the time being will be applied by the Purchaser.

10. The Vendor shall have the right at any time to measure any log felled by the Purchaser pursuant to these presents. True volume shall be used in calculating the measurement of all timber.

11. The Purchaser shall duly observe the provisions of "The Rural Fires Acts 1946 to 1955" and any amendments thereto in force for the time being.
12. The Purchaser shall be entitled to leave in the ground, the stump, and upon the ground, the head of each and every tree felled hereunder, and also any log not considered by the Purchaser to be a millable log.
13. All gates and/or other outlets on any land of the Vendor which are used by the Purchasers or its duly authorised agents, servants or contractors, whether in carrying out the terms of this agreement or otherwise, shall be kept closed and securely fastened in such manner as to prevent the straying of livestock onto or from any such land.
14. Nothing in this agreement is to be construed so as to affect or interfere with the right of the Vendor to depasture livestock on the said land during the term of this agreement or any extension thereof, and the Purchaser shall carry out its operations under this agreement in such manner as to interfere with and disturb the Vendors livestock as little as possible.
15. Any damage done to any fence or improvements of the Vendor by the fallers, haulers or others engaged in cutting, falling and removing the timber hereby agreed to be sold purchased, shall be forthwith made good by the Purchaser and in default thereof, the amount of such damage may be recovered by the Vendor from the Purchaser.
16. Upon the Purchaser observing and performing the covenants and agreements on its part herein contained the Vendor will not interfere with or disturb the Purchaser while cutting and removing and said timber.
17. The Vendor will not ringbark, fall or otherwise mark, damage or destroy any standing mill timber on the said land during the said period, and the Vendor will not mark, damage or destroy and timber that may from time to time be cut by the Purchaser or its cutters and remain on the said land.
18. The Vendor will not burn or permit to be burnt, any of his grass land whilst any timber taken by the Purchaser remains on the ground.
19. The Vendor will not transfer, sell, sub-let or mortgage the said land or the lease thereof without the consent in writing of the Purchaser during the period referred to in Clause 5 hereof.
20. The Vendor will not sell timber of the description in this agreement during the time of the Agreement without the consent in writing of the Purchaser.
21. The Purchaser agrees that neither it nor its sub-contractors, employees, servants or agents, will use or permit to be used any firearm on the said land or on any lands of the Vendor.

22. PROVIDED ALWAYS and notwithstanding anything herein contained, if it shall be found that there is not the Pre-paid volume of \_\_\_\_\_ cubic metres on accessible Millable \_\_\_\_\_ Timber gross log volume, of or over the diameter herein before specified standing upon the said land, then and in such case, the Purchaser shall be entitled to a reduction of the purchase price payable hereunder equal to that sum which bears the same proportion of the said sum of Pre-paid volume of cubic metres \_\_\_\_\_ as the quantity of such Millable \_\_\_\_\_ Timber so found to be short and deficient of the said Pre-paid volume of \_\_\_\_\_ cubic metres of such \_\_\_\_\_ Timber hereby agreed to sold and purchased AND in the case of the purchase money actually paid by the Purchaser to the Vendor hereunder shall exceed the amount of purchase money payable by the Purchaser to the Vendor after making the reduction in this clause mentioned, the amount of such excess shall forthwith be refunded by the Vendor to the Purchaser and shall be recoverable by the Purchaser from the Vendor.
23. Any Notice to be given by the Vendor to the Purchaser hereunder may be signed by the Vendor or by any agent of the Vendor or by the Solicitors to the Vendor and shall be deemed to have been given to the Purchaser if left at or sent by post addressed to the Purchaser at the registered office for the time being of the Purchaser.
24. All costs of and incidental to the preparation, execution and stamping of this agreement shall be borne and paid by the Vendor and the Purchaser in equal shares, but all stamp duties on this agreement and on any duplicate hereon shall be borne and paid by the Purchaser.
25. In the event of a refund becoming payable by the Vendor to the Purchaser because of a shortfall in the quantity of standing timber available on the subject land or for any other reason, it is hereby expressly agreed that such refund shall be payable by the Vendor to the Purchaser at it's registered office at \_\_\_\_\_ .



**INCLEMENT WEATHER CLAUSE**

It is hereby agreed by both vendor and purchaser that in the event of more than five normal working days being lost due to inclement weather conditions within the final five week of the agreement the sale expiry date of the agreement is to be extended by the same number of normal working days as those lost in excess of the said five days.

All time lost in any sale expiry extension period is to be further extended in full to cover such loss caused by inclement weather conditions thus causing the said loss.

Vendor: \_\_\_\_\_

Purchaser: \_\_\_\_\_