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THE NEW YORK FOREST OWNERS ASSOCIATION

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**NEW YORK FOREST OWNERS
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Front Cover

Virgin white pine at Big Shallow Eskar, a glacial ridge in the Adirondacks at Five Ponds Wilderness Area, Herkimer County.

—Courtesy of Dr. Edwin Ketchledge

Welcome Our New Members

George Arthur
18 Reed Parkway
Marcellus, NY 13108

Lawrence L. Brown
RD #2, Box 284
Marathon, NY 13803

F.G. Compagni, Sr.
182 Port Watson St.
Cortland, NY 13045

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Box 241
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Clayton & Shirley Read
Box 459
Tully, NY 13059

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RD #1, Rt. 7, Box 530
Afton, NY 13730

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26 Union St.
Cortland, NY 13045

Robert O. Righter
Box 254A
Greene, NY 13378

Charles J. Roth
Oak Meadow Farms
RD #1, Box 61
Watkins Glen, NY 14891

St. Regis Paper Co.
Northern Woodlands Div.
Box 218
Deferiet, NY 13628

Richard H. Schoch
31 White Church Rd.
Brooktondale, NY 14817

Robert A. Sykes
RD #1, Foster Rd.
Elbridge, NY 13060

Robert T. Walsh, Jr., M.D.
471 E. Westfield Ave.
Roselle Park, NJ 07204

Protection Against Gypsy Moth

Dear Mrs. Applegate:

I received, read and enjoyed as usual . . . *The Foundation News*, particularly the coverage of the Gypsy Moth. I would like to add, if I might, a material that was overlooked but one which is widely used for protecting against this form of caterpillar damage. Methoxychlor and Malathion, when mixed with a high-quality oil in a water emulsion, have proven as equally effective as Sevin in the early instars, much more so as the caterpillar attains full growth. This mixture has the advantage of being less persistent than Sevin which has more importance today, particularly where bees are involved. Furthermore, it is effective both as a contact pesticide and as an ingested material, the high-quality oil which is recommended additive permitting good absorption by the leaf and, thereby, good residual effectiveness.

This formula is only recently being recognized by the official agencies. Though our customers . . . have had the benefit of this mixture for several years, the U.S. Department of Agriculture Laboratories at Otis Air Force Base only last year were able to witness the effectiveness and endorse same for the field station personnel . . .

William L. Crow, III, President
Lowden Incorporated, Needham, MA

Useful and Useless Techniques for Controlling the Gypsy Moth is a pamphlet recently published by the Society for the Protection of New Hampshire Forests; if you would like a copy, write to the society at 54 Portsmouth Street, Concord, NH 03301.



The Fourth Eclogue Virgil (40 B.C.)

Muses

Muses of Sicily

Now let us sing a serious song

*There are taller trees than the apple
and the crouching tamerisk*

*If we sing of the woods, let our
forest be stately*



The President's Message

During a recent inspection of a managed section of my woodlot, Jack Sencabaugh, the DEC forester who has been my consultant for several years, exclaimed about the beauty and vigor of this stand. I too saw the dramatic difference in appearance between this selectively thinned area and the "natural" areas. Here the trees were straighter, faster-growing, and healthier in appearance than in the unmanaged areas. The forest floor was dappled with light. It invited walking and was more like a park.

Beauty is in the eye of the beholder. Jack and I shared feelings of admiration for the work of our hands, and we perceived the greater productivity of this managed stand as well as its greater potential for social use. I felt a sense of partnership with the Creator in renewing the vigor of a long-neglected forest.

Is a forest beautiful only when it excludes man, except as a passive observer, or when man uses his best skills to enhance its values?

There is evidence that people see esthetic values in well-managed forests, and consider them more beautiful than unmanaged ones. **American Forests** of May, 1981 contains an article by Robert Brush, entitled, "Forest Esthetics: As the Owners See It." The author and his assistant, Jane Difly, asked forest owners to rate the attractiveness of color photographs showing different forest conditions. Although these owners were primarily interested in esthetics and recreation, the stands they found most attractive were those that had been managed.

Paul Steinfeld
December 2, 1982



Do posted signs keep people off your land? Like a lock on a door, they only keep honest people honest, as the above "targets" can attest.

TRESPASSERS: The Privacy Thieves

Story by Leon Brown
Photos by Laura Newbern

You have worked long and hard for your land. You have sacrificed to pay for it, battled crop failures and insects and fought economic recession. Now you face another problem; thieves are robbing you of the enjoyment and privacy you have worked for.

The problem of illegal hunting on private land is a growing concern for law enforcement officials around the state. "I used to say that it was only two or three percent of the hunters that caused problems," says Col. Whitaker. "Now I think that number has grown to around eight or nine percent. . . . What's happening is land that is generally open to hunting is decreasing but the number of hunters looking for a place to hunt is increasing." This presents a basic supply and demand problem.

It's just that we now live in a society where you are not allowed to protect your property and this has spilled over into the ranks of some of the more undesirable hunters."

So just what can you do to protect your property from all the aforementioned ravages? One thing is to register your land with the Department of Natural Resources. "We now have what we call a Landowner Affidavit," says Col. Whitaker. "Before, when a ranger caught a person hunting or dumping without permission, we had to depend on the landowner to follow through with signing a warrant and prosecuting the individual. We weren't getting a whole lot of support from landowners this way. It seemed like some reason could always be found not to prosecute.

Under the system we have now, a landowner pre-signs an affidavit that says anyone found on his property, other than those he lists as being allowed on the property, is in violation of the law. This way the landowner never has to do anything in the way of prosecuting the trespasser. We are having some pretty good results from this system."

Another action, although annoying but necessary, is to keep a constant patrol of your property. "We are always patrolling our property," says Fred Greer. "This way people know we are looking for trespassers. We also post our property with hunting club signs, so people will know the land is under surveillance."

While on the subject of posted signs, you should remember that your land does not have to be posted in order for it to be illegal for someone to hunt or dump on it without permission. But in order to convict someone of simple trespass, you have to prove that the individual had prior warning to stay off your land. A posted sign is considered by law to be adequate warning if visible and closely spaced. However, even in cases of hunting or dumping where prior warning is not required, posted signs lend weight to a case against the perpetrator because he cannot beg mercy from a jury on account of being ignorant of the land's status. This, says Col. Whitaker, is important in making a case stick. Also, posted signs really do keep the innocent person from making a mistake. The problem is, to the real slob hunters and vandals, posted signs serve no more purpose than as convenient targets to test their rifles.

Recently, a relatively new method of protecting private land from abuse has gained quite a bit of popularity among Georgia landowners. It was started by

the larger timber and paper companies, who had great quantities of land scattered around the state and just not enough people to patrol it. They were suffering from dumping, vandalism, timber theft and fires.

They came up with the idea of placing a group of hunters on the land who would be accountable for any abuses the land suffered. **They would lease a tract of land to a group for a nominal fee, giving the group exclusive hunting and fishing rights to the property.** In turn, they expected the group to follow all the rules they laid out aimed at keeping the land and timber in good shape. **The results of these hunting leases have been astounding.**

ENCOUNTERING THE TRESPASSER

If you own land, sooner or later you are going to encounter a trespasser. When you do, the outcome will depend on how you have prepared for the situation and how you conduct yourself at the time. The following are some tips on how to handle the problem.

1. Long before the encounter you should have developed a first name relationship with your local sheriff and game warden. They are your legal protection against trespassers. Know where they can be reached at all times in the event of a problem.
2. Sign a Landowner Affidavit and register it with your local game warden.
3. When you encounter a trespasser, get an accurate description of him or his vehicle or both, if possible. Be sure and get the tag number if there is a vehicle involved.
4. Do not confront the perpetrator if you intend to prosecute; leave that to law enforcement personnel. A confrontation risks serious reaction.
5. Call the game warden or sheriff as soon as possible. Three days after the fact, even if you have a tag number, does little good.
6. Be willing to back your law enforcement personnel in court. They are there to protect your rights, but they can't do it if you refuse to help in the legal system.

The Axe Men

It once took five men two days to cut down a big tree, using crosscut saws and double-bitted axes. These axes, the western logger's trademark from the 1860s onward, had narrow blades which the faller kept razor-sharp. By chopping the right undercut he could line the fall so exactly that a three-hundred foot tree would hit a marker.

Before he did anything, however, the faller cut wedges out of the foot-thick bark of the tree so he could jam in springboards to stand on. This allowed him to cut higher up on the tree, where the trunk might be fifteen feet through. Other men then got busy with "the misery whip" to start the undercut. They needed good balance, a long saw and plenty of oil. It took a long time to fall the huge trees, but what a harvest: sixty or seventy thousand board feet of lumber from some trees, a day's work for sawmills of the 1880s.

Today the art of hand falling is just about extinct, but the romance lingers on in the hearts of a number of axe collectors. One of these, Allan Klenman of Victoria, recently published a forty-four page guide to *Axes Made, Found or Sold in Canada*. "Although good axes are still being made today," he writes, "the methods are quite different, and the magnificent breed of men who made and used the old axes has gone."

—from *Forestalk*

Province of British Columbia
Spring, 1982



BOB SAND
New Chairman,
S.A.F.

Bob Sand, Director and former President of the New York Forest Owners Association takes office as Chairman of the New York Chapter of the Society of American Foresters in January for a two year term replacing Ralph Nyland. Carl Wiedemann, Associate Forester for the D.E.C. in Albany, will be chairman-elect.

Bob is Forester for Cotton-Hanlon Lumber Company in Odessa, NY. He graduated from the College of Forestry in 1950, and has always taken an active interest in the promotion of good forest management.

January

Named after the Roman god Janus, who is represented with two faces looking in opposite directions — as retrospective of the past, and prospective of the coming year.

*"Then came old January wrapped well
In many weeds to keep the cold away
Yet did he quake and quiver like
to quell
And blew his nayles to warm them
if he may;
For they were numbed with holding
all the day
An hatchet keene, with which he
felled wood
And from the trees did lop the
needlese spray."*

—Faerie Queen
E. Spenser

In Memoriam

Dave Cook 1902-1982 First Heiberg Award Winner 1967

The New York Forest Owners Association notes with deep regret the death of David B. Cook in August 1982. David first joined the Society of American Foresters (S.A.F.) in 1926 and had been recognized by the Council as a 30-year member. In New York, he served as a past Secretary-Treasurer, and for many years as Business Manager of the New York Forester. He also contributed in many other quiet ways to support the programs and goals of the New York Forest Owners Association and forestry in general.

David B. Cook graduated from Cornell University in 1924 and practiced professionally with private industry, in government, and as a forestry consultant. He worked in the Civilian Conservation Corps, and afterward joined the New York State Department of Environmental Conservation in wildlife management under the Pitman-Robertson program. Later he transferred to the Division of Lands and Forests, and worked for many years in supervising the nursery and tree planting programs. He also helped launch the department's utilization efforts.

While Dave's service with DEC made him well known, many foresters recognized him more readily as "Mr. Larch." His personal love for the larches led him to devote considerable personal energy and resources in experimenting with and promoting their use. His contributions were recognized worldwide. Dave also left an extensive collection of different larches growing at his Cooxrox Forest at Stephentown, N.Y. Stands there provide an unusual example of the growth and development of several larch species, races, and hybrids under management. These have served as an example for study by foresters and landowners from around the world. In 1969 he published his experiences in the book titled "Planted Larch in New York."

He was awarded the Heiberg Award in 1967 for his contribution to forestry in New York State.

We will miss the wit and candor of David B. Cook, as well as his leadership and guidance.

T.S.I.

By Doug Monteith

Timber Stand Improvement may turn out to be virtually worthless tomorrow. In addition, trees and stands are subject to devastating damage or even total loss. A forest fire, hurricane or insect epidemic can totally wipe out your investment sometime in the 20, 30 or more years before its benefits can be realized. You need to examine the choices available to you as possible TSI investments and weigh their costs, returns and risks, with your eyes wide open, before making the commitment.

Foresters define TSI as "a loose term comprising all intermediate cuttings made to improve the composition, condition and/or growth of a timber stand" (Terminology of Forest Science, 1971, Society of American Foresters). TSI is then a catchall term for the practices applied to a forest after its establishment and before its final harvest.

That definition is easy to apply in even-aged stands but rather vague in uneven-aged stands. Uneven-aged stands have a variety of sizes and ages of trees present, and the stand has no clear beginning or end. The point is that TSI differs from the other major categories of silvicultural treatment (regeneration, site improvement and harvest) in that immature stands or trees are treated to improve the growth and quality of the trees left to grow. Bear in mind, however, that a commercial harvest *may* result in more than one silvicultural effect. For example, a well-planned harvest in a complex stand could provide for regeneration, result in residual stand improvement and provide a commercial harvest simultaneously. To the uninformed, such a complex treatment may appear to be only a commercial harvest. Now that I have you thoroughly confused, let's take a look at the specifics of TSI.

TSI consists of the following major treatments:

weeding and cleaning thinning
pruning liberation cutting

Weeding and cleaning are the earliest TSI practices applied to a developing young stand. They are analagous to the weeding you do in your garden. Both emphasize the removal of undesirable species from the stand so that the species composition is desirable from the standpoint of the owner's objectives. Technically, weeding is not really a TSI practice, actually being a stand regener-



Timber Stand Improvement has been practiced in my woods for 30 years — Editor.

ation practice. I've included it here because it may be viewed as transitional between regeneration and TSI. Applied to seedling stands, weeding emphasizes the removal of competing herbaceous and brushy plants from the site. Failure to weed can result in the failure of the desired stand to regenerate (as in the case of planted trees being overgrown by weeds and brush) or considerable delay in stand establishment as the desired trees slowly emerge from the competing weeds.

Cleaning, on the other hand, is a similar activity but is conducted in sapling size stands. Here, the stand is clearly established but undesirable species are competing with the desired trees. Cleaning might be employed to remove noncommercial species or species subject to insect or disease damage. Note, however, that cleaning is prescribed only if undesirable species are competing well with the desired species. In the event that the undesirable species are being overgrown by the more desirable ones, cleaning is unnecessary since natural competition will eventually kill off the slower growing individuals.

Thinning is also akin to the garden activity of the same title. It is employed to allocate the growth potential of the site to the best trees. Applied to immature stands, commonly several times before final harvest, thinning ensures that the growth occurs principally on fewer but higher value and faster growing trees. Thinning should emphasize

helping the best trees; not getting rid of the poorest trees. Thinning is best done when a stand just begins to get crowded, as indicated by natural mortality of the smaller trees or obvious crowding of the crowns. Thinning too early may encourage branchiness and lower timber quality of the trees; thinning when a stand is too crowded may increase the hazard of wind or snow damage to the remaining trees. In general, 25 to 30% of the trees in a stand can be removed in a single thinning without significantly reducing *per acre* growth. The accelerated growth of the remaining trees quickly makes up for the growth loss of the trees removed.

Frequency of thinning in your stands will be dictated by your ability to do the job or have it done and the investment you are willing to make in channeling the growth potential of the site into the best trees. The ideal situation would be to thin very lightly every year. Rarely is this possible, of course, except on very small parcels. Generally you will want to thin within 20 years after cleaning (the first "precommercial" thinning) and then at least every 20 years thereafter until the stand is ready for final harvest and regeneration. Your willingness to engage in commercial thinning will be substantially dictated by your readiness to accept the risks of residual stand damage associated with commercial harvest of the thinned trees. You'll need to balance the benefits of faster crop tree growth against the costs of damage to

those same crop trees. While some damage is inevitable, careful selection and supervision of the harvester can minimize the costs.

Pruning improves the quality of the best stems by removing the lower branches and is best done *after* the first or second thinning so that the pruned trees grow sufficiently to justify the cost or work of the pruning. In general, the lower third of the crown of forest trees can be removed without affecting tree growth. Generally, pruning is limited in height to the first log (16'). Pruning above this height is rarely profitable.

Liberation cutting is often needed in older stands which have been poorly treated (high-graded) in the past. Such stands have large, low value trees taking up growing space which could be more profitably allocated to better trees. It differs from thinning in emphasizing the removal of the poorest trees rather than on improving future crop trees as in thinning. Liberation cuts make most sense when the poor trees are in fact interfering with more valuable trees; otherwise, it may be more practical to wait to remove them, along with the better trees in a harvest cut which regenerates the stand.

Forests do all of these things naturally. Why should you consider spending money to do them? The answer is time. Humans can accelerate those natural processes by performing TSI activities, resulting in larger and more valuable trees sooner than nature would have provided. If you've paid a tax bill recently, you should be aware of the financial effects of time on your forest ownership. TSI can also modify natural processes so that the resulting stand is more useful or valuable to the owner than nature would have provided. Cleaning, for example, by removing trees which cannot ever be sold for high value products, transfers the growth potential of the trees removed to the remaining higher value trees.

So how do you decide if TSI is appropriate to you and your forest? I suggest you consider the following criteria:

1. OBJECTIVES

What do *you* want from your forest? No one can answer that question for you. You must decide what constitutes "improvement."

2. TIME

How rapidly do you want to see the improvement occur, and how long are you willing to wait for the payoff from the investment?

3. NET EXPENSE

Most TSI will cost you some money unless you can do all the work yourself. Selling firewood may offset some expense, but the odds are you will have to lay out some cash in most cases.

4. RETURN on INVESTMENT

Is TSI a good investment for you? Can you invest your cash in alternative investments which yield more return in less time?

5. MAINTENANCE

Some TSI activities will pay off only if you can repeat them periodically or follow up with appropriate additional practices later. Are you able and willing to make those commitments as well?

6. FOREST CONDITION

The present state of your forest may not be conducive to TSI effectiveness. The trees may be too young for the treatment, or too old for the trees to respond.

I strongly urge each of you to consider TSI as a possible means of increasing the benefits of your forest to you. For many forest owners it can be an effective and a reasonable investment. Sometimes even a very good investment. **Do, however, seek the advice of a professional forester** before investing money or time in TSI. Your professional forester advisor can help you avoid mistakes which could negate or even make your efforts counterproductive, as well as help you think through your objectives, advise regarding specific procedures, and probably save you money in the long run.

Douglas B. Monteith is a professional forester employed by the SUNY College of Environmental Science and Forestry's School of Forestry and a new member of the NYFOA Board of Directors. He wishes to acknowledge the able and helpful assistance of Professors Norm Richards and Ralph Nyland of the school in the preparation of this article.



PLANTING THE PLANET

British Columbia's tree planting record sets the standard in Canada — almost 74 million seedlings planted in 1980-81 on 62,778 hectares of forestland. (Ontario is second, with 30,830 hectares planted.) And once the Ministry of Forests and the forest industry jointly reach their 1984-85 goal of growing 150 million seedlings annually, British Columbia will be well into the worldwide reforestation race.

In 1978, the state of Washington planted about the same number of

seedlings as did British Columbia. Oregon, only slightly larger than Washington, had over 100,000 hectares planted in 1978. Further afield, Finland has one of Europe's oldest forest industries and an even more impressive reforestation record — 120,000 hectares restocked in 1980, on a land base one-third the size of British Columbia. And Sweden, not half British Columbia's size, restocked 170,000 hectares of logged land in 1980.

—from *Forestalk* (British Columbia) Spring, 1982

This year there will be a series of articles on well known foresters. Dave Hanaburgh, Director of the NYFOA and Chairman of the Committee on Forest Trusts is featured in this issue.



Dave Hanaburgh

Career Highlights David H. Hanaburgh

September 1928. By Eastern Steamship Lines to Boston and Bangor. Thence by trolley car to the Orono Campus of the University of Maine and four years of formal forestry education.

Summer 1930. Student Assistant to a couple of Great Northern Paper Co. cruisers along the Allagash River. Graduated 1932 — jobs scarce. Eradicated poison ivy.

By foot, thumb and freight train to Oregon. Worked in a gold mine and fought forest fires for 25¢ per hour.

1933. To the Oachita National Forest in Arkansas. Timber stand improvement with CCC Camps, land acquisition in Arkansas and Oklahoma. To Texas National Forest in 1936. Attendant at the Forest Service Exhibit at the Texas Centennial Exposition. Junior Forester on Timber Stand Improvement and tree planting in East Texas.

1938. To Yale School of Forestry for MF Degree in 1939. Dutch Elm disease eradication.

1939. Established only full time consulting forestry practice in New York under name of Woodland Management Co.: Forest inventories, timber sales, forest products concentration yard, silvicultural timber harvesting, charcoal manufacture and merchandising, forest products marketing, outdoor recreation planning, forest land management.

1941. Cooperated with Nelson C. Brown in setting up a hardwood timber sale on the Hyde Park Estate of Franklin D. Roosevelt. This was written up in *Life* magazine.

1942-46. World War II: Mountain troops, combat infantry, ranger. Made landscape plan for Koshien Ordnance Depot in Japan. This was the site of the cancelled 1940 Olympics.

1946. Resumed forestry consulting practice.

1947. Nehasane Park in the Adirondacks: forest inventories and timber sales. Timber damage appraisal of Robinwood (Robert Lehman).

To Kildare Club 1949 to present: Forest inventories, timber sales, damage appraisal, timber and wildlife management, tax and trespass negotiations.

The 1950 hurricane created demand for many damage inventories and salvage timber sales: service Lake Placid Club, Santanoni Preserve, Osborn Estates and many others.

1953. Timber harvest damage appraisal by Rice Veneer Co. on lands of Gould Paper Co. Hardwood timber inventory 45,000 acres for Gould Paper Co.

Valuation of Conklin timber lands condemned by Bradford water supply, Bradford, PA. Later valuation of lumber company lands condemned by U.S. Forest Service.

Many fire, trespass, and individual liability appraisals related to forest lands and individual trees.

1958-59. Study of the Charcoal Industry in the U.S., Mexico and Japan for Standard Milling Co. Traveled throughout the U.S. studying methods and economics of the charcoal industry.

1959. Analyzed planting job for career guidance books publisher. He asked me to write one on forestry careers. Published **Your Future in Forestry**, 1961. Still in print.

1960-62. Several forest inventories, management plans and timber sales in Neversink Valley. Fire and trespass damage appraisals in the Delaware Valley.

1964. Made environmental development plan for Shepang River watershed in Connecticut.

Made timber inventory and sale for New York City Mission Society at Dover Furnace. Was retained as Outdoor Ad-

visor. Negotiated trail arrangements between Dover Furnace, Baptist Camps, Presbyterian Camp and Lutheran Camp.

1967-68. Inventory, title research and timber sales for Clove Valley Rod and Gun Club.

P&P Mill feasibility study throughout New England for large southern pulp and paper company.

1970-71. Gathered data for first criminal conviction in New York for timber theft.

Monitored Bissel Co. Delaware County timberland sale to Mallory Lumber Company.

Involved in the selection and development of a farm and forest property in Columbia County: Silvicultural harvesting for fireplace wood, bluebird habitat development, evergreen plantation, environmental education, chestnut studies, etc.

1977-81. Outdoor Advisor to the Elko Lake Camps of the Episcopal Mission Society in Sullivan County: Camping skills, natural history, environmental education.

1975. Made third party evaluation of about 150,000 acres of forest land for Finch Pruyn Paper Company and Manufacturers Hanover Trust Company.

1979-81. Involved in studies for splitting the equity in private forest land for public interest and tax purposes: timber rights, recreation rights, development rights, public easements, etc.

Intermingled between these highlights have been many inventories, appraisals, interest studies, court appearance, lectures and demonstrations, timber sales management plans and other forestry-related problems.

1982. Still going at reduced speed. (Since the beginning of the N.Y.F.O.A. in the early 1960's, Dave has been an active member on the Board of Directors and is chairman of the committee on Forest Trusts.)

—Editor

Reduce Your Relatives

My brother-in-law ordered one of your Monster Mauls for his wife. Consequently she has lost 15 lbs. and is in excellent condition. I thought perhaps this would also work for my mother.

On The Calendar

January 7-8

CHRISTMAS TREE GROWERS MEET. Greg Cooke, Senior Horticultural Inspector for the New York State Department of Agriculture and Markets will update the association on Scleroddis, and other quarantines at the January 7-8 meeting of the Christmas Tree Growers Association to be held at the SUNY College of Environmental Science and Forestry in Syracuse.

Dr. Lawrence Abrahamson, research associate in the School of Forestry, and Dr. Douglas C. Allen, Professor of Environmental and Forest Biology, will talk on Spruce Bud Worm and other coniferous problems. Dr. Gerald Lanier will talk on Bark Beetles attacking pines and spruces.

Saturday there will be a market report on Christmas tree sales. Dave Taber will talk on workers compensation, and sales and use tax laws as they apply to the Christmas tree business. Program details are yet to be finalized.

January 13

N.Y.F.O.A. board meeting at 11 a.m. in the D.E.C. offices in Cortland.

The meeting was previously scheduled to be held in Bainbridge.

January 18

Computer Decisions for Beginners, geared to forestry related businesses. A one day course to be held at the Hotel Syracuse on January 18, from 10 a.m. to 8 p.m. This course will be of particular interest to foresters, loggers, and sawmillers. Price \$50. For further information please contact Dr. John Yavorsky, School of Continuing Education, at the College of Environmental Science and Forestry, Syracuse 13210. Tel: (315) 470-6891.

January 19-21

Society of American Foresters (S.A.F.) New York Chapter, joint annual meeting at the Hotel Syracuse, with the New York Chapter of the Wildlife Society.

January 27, Thursday

Glens Falls, NY at Knights of Columbus Hall — **LOGGERS WANTED** — 6:30 p.m. sharp.

Videotape entertainment of **New York and Pennsylvania Forests** by Penn York Lumbermen's Club at 6:00 p.m.

Discuss the following topics:

Approaches to buying stumpage successfully — **Don Peterson** and **Dave Taber**.

How loggers' associations and other forest industry organizations can serve you — **George Mitchell**, Executive Secretary, Northeastern Loggers' Assoc. and **Dave Taber**.

Insurances required by pulpwood-buying companies, and additional insurances available for loggers — **Jack Robinson** (insurance agent).

March 18-19

Maple Syruping at Heiberg Forest. Sugar bush management; sap storage; design and economics of maple sugar production. Please contact School of Continuing Education at College of Environmental Science and Forestry, Syracuse, NY 13210. Tel: (315) 470-6891.

April 9

There will be a one day workshop on **Income Tax and the Timber Owner** to be held at S.U.N.Y. College of Environmental Science and Forestry to explain **the income tax law as it applies to timberland**

owners. There will be a discussion by tax attorneys and accountants.

For registration forms and additional information, please contact the Dean of Continuing Education, 231 Baker Hall, SUNY College of Environmental Science and Forestry, Syracuse, New York 13210. Tel: 470-6891.

February

This month derives its name from the word februa, to purify, or from Februa, the Roman festival of expiation, which was celebrated through the latter part of the month.

February

*"One month is past, another is begun,
Since merry bells rang out the
dying year,
And buds of rarest green began to peer,
As if impatient for a warmer sun;
And though the distant hills are
bleak and dun,
The virgin snowdrop, like a lambent fire
Pierces the cold earth with its
green-streaked spire
And in the dark woods, the wandering
little one
May find a primrose."*

—Hartley Coleridge
Feb. 1st, 1842

FOREST Bookshelf

The Forest Resources Planning Program would like to announce the recent release of **The Forest Resources of New York: A Summary Assessment**. This publication offers a comprehensive description of the many topics about forest resources covered by the Forest Resources Assessment Technical Reports which will be released late this year. The readers of New York Forest Owner may be very interested in learning about the Summary Assessment and obtaining a copy for their reference. For your copy write to Karyn B. Richards, Natural Resource Policy Section, Division of Lands and Forests, New York State Dept. of Environmental Conservation, 50 Wolf Road, Albany, New York 12233.

The Global 2000 Report to the President: Entering the Twenty-First Century. Volume 1, The Summary Report, S/N 041-011-00037-8. Price: Domestic \$4.25; Foreign \$5.35. Volume 2, The Technical Report, S/N 041-011-00038-6. Price: Domestic \$14.00; Foreign \$17.50. Volume 3, Global Model Report, S/N 041-011-00051-3. Price: Domestic \$9.00; Foreign \$11.25.

Mail check or money order to: Superintendent of Documents, Government Printing Office, Washington, D.C. 20402. Order desk telephone number is: 202/783-3238. GPO also accepts VISA and Master Card in payment.

A SAMPLE TIMBER SALE CONTRACT FOR PRIVATE FOREST LANDOWNERS

TIMBER SALE CONTRACT

This agreement made and entered into this _____ day of _____, 19 _____ between _____ of _____, New York, hereinafter called the Seller, and _____ of _____, New York, hereinafter called the Purchaser.

WITNESSETH:

SECTION I. The Seller agrees to sell and Purchaser agrees to buy, under the terms and conditions hereinafter stated, all the timber marked or designated by the Seller, estimated to be _____

more or less, on certain lands held by the Seller and described as follows: _____

_____ County of _____, State of New York.

SECTION II. The Purchaser agrees to pay to the Seller the sum of _____ dollars (\$ _____), more or less, as may be determined by actual scale at the rate of _____

SECTION III. The Purchaser agrees to pay the Seller _____ % (percent) of the appraised value in advance of cutting. Any balance will be paid as follows: _____

SECTION IV. The Purchaser further agrees to cut and remove said timber in accordance with the following conditions:

1. All designated or marked timber shall be cut and removed on or before _____, 19 _____, unless extension of time is requested and granted in writing.
2. Cutting regulations to be followed when timber is not marked: _____
3. Wood will be scaled and reported as follows: _____
4. Whenever any undesignated trees are cut, the Purchaser shall pay for them at a rate not exceeding three (3) times their scale.
5. The following trees shall be protected against unnecessary injury: _____
6. All roads shall be located as specified by _____.
7. Any fire caused by the Purchaser will be his responsibility.
8. The Purchaser agrees to repair immediately, at his own expense, damage caused by him or his agents to roads, gates, fences, bridges, or other improvements on the Seller's property.
9. Only merchantable products specified in SECTION II shall be removed by the Purchaser.
10. All trees shall be utilized to a top diameter inside the bark to a minimum of _____
11. Slash disposal will be as follows: _____
12. Landing(s) will be located as follows: _____
13. Special Stipulations: _____

SECTION V. 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. Merchantable wood left unhauled at the expiration of this contract, or any extension thereof, shall be paid for by the Purchaser at the regular rate.
2. Seller's Warranty of Title. Seller hereby warrants unto Purchaser that Seller has, and by execution of this Agreement conveys, to Purchaser good and marketable title to the timber subject to this Agreement free and clear of all liens and encumbrances.
3. This Agreement shall not be assigned in whole or in part by either party hereto without the written consent of the other party.

4. The Seller may stop all operations for violation of any term of this contract by the Purchaser, and for cause may retain all monies deposited to the Seller.
5. In case of dispute over the terms of this contract, final decision shall rest with a reputable person to be mutually agreed upon by the parties to this contract; and in case of further disagreement, the final decision shall rest with an arbitration board of three (3) persons, one to be selected by each party to this contract and a third to be selected by the other two members.
6. The Purchaser shall remove all equipment and structures used during the operation within ninety (90) days after completion of this contract. If not removed, the items remaining become the property of the Seller.
7. Special Stipulations: _____
8. The Purchaser shall save and hold the Seller (landowner) harmless from any and all liability arising from the Purchaser's action for use and occupancy of Seller's property.
9. Indemnifications of Purchaser. Purchaser shall indemnify, hold harmless and defend Seller for the negligent or otherwise tortious actions of itself, its agents, assigns and employees, so long as the Seller, its agents, assigns and employees are not contributorily negligent.
10. Indemnifications of Seller. Seller shall indemnify, hold harmless and defend Purchaser for the negligent or otherwise tortious actions of itself, its agents, assigns and employees so long as the Purchaser, its agents, assigns and employees are not contributorily negligent.
11. Force Majeure. In the event that either party is prevented from performing its obligations or exercising its rights under this Agreement by reason of flood, fire, labor dispute, civil disturbance, act of God or other occurrence or force beyond control, the time for the performance of the obligation so prevented, and/or the time for exercise of rights which the party was so prevented from exercising, shall be extended for a period equal to the period of prevention.
12. Successors. This Agreement shall bind the heirs, successors and assignees of the parties to all of its terms and conditions.
13. Taxes. All taxes and assessments levied against the timber subject to this Agreement or the underlying real property shall be promptly paid by Seller.
14. Seller will retain title to tops and other materials not considered merchantable for logs or pulp to dispose of as Seller sees fit.
15. If the Purchaser fails to comply with the provisions set forth in this Agreement, then upon written notice to the Purchaser, this Agreement will be terminated and the initial deposit forfeited by the Purchaser.
16. It is the policy of the Seller to require an initial deposit, as a bond of good faith, for all stumpage sales. This deposit consists of 10% of the total estimated stumpage value. Upon satisfactory completion of this sale, this deposit will be refunded.
17. It will be the Purchaser's responsibility to comply with the State laws regarding slash disposal.
18. The Purchaser must file a cutting report.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on this _____ day of _____, 19 _____.

Witness

Seller

Witness

Purchaser

Seller's Address _____

Purchaser's Address _____

Phone _____

Phone _____

Editor's Note: This sample contract is reprinted from the current (1982) edition of "The Forest Management Digest," published by Forestree Farmers of Minnesota, Inc. That organization as well as the New York Forest Owners Association cannot guarantee the legality of the contract.



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Go Easy On the Ashes

Many gardeners are in the habit of using wood ash to add potash, calcium, and trace elements to their soil and to neutralize excess acidity. (see "Putting Your Ashes to Work," November 1979). Recent research at the University of Rhode Island demonstrates that wood ash can indeed be a beneficial soil supplement, but you should use it in moderation. Too much ash can actually damage the soil, inhibit plant growth, and even make some vegetables unsafe to eat.

According to a report by Drs. William R. Wright and Eliot C. Roberts of URI's College of Resource Development, excessive amounts of wood ash can quickly make slightly acid soil too alkaline. (The URI Soil Testing Laboratory has recorded pH values close to 9.0 in soil samples from gardens where ash was heavily applied.) Such an abrupt rise in pH limits the availability of vital soil nutrients such as phosphorus, iron, and magnesium, so plants can be adversely affected.

Another problem is that ash contains small amounts of heavy metals: cadmium, copper, nickel, lead, and zinc. Heavy applications of wood ash, or regular applications to the same area over a period of years, can cause those metals to accumulate in the soil. Wright and Roberts say that *most* of the heavy metals are unlikely to become concentrated enough to harm humans or animals that consume plants grown in the soil. Cadmium is a possible exception. "Cadmium is known to be toxic to animals, and even though its content in wood ash is relatively low, care should be taken not to add large amounts of cadmium to soils where plants like lettuce (which accumulates it) are grown," the researchers advise.

There is a precaution you can take to avoid accumulating excessive levels of cadmium in your soil: don't burn newspapers or magazines in the stove if you

intend to spread the ashes on the garden. Newsprint contains sixteen times as much cadmium as wood; magazines, seven times as much; and color comics, twenty-six times as much.

How much wood ash is both safe and beneficial for your garden? "In any given season, the safe rate of wood ash application to lawns and gardens would be about a 5-gallon pail full (or 20 pounds) per 1,000 square feet," the URI report states. "This rate of application is considered appropriate for repeat treatments year after year. Heavy metal accumulation would be insignificant at this rate." Applied at that rate, the wood ash would raise soil pH about as much as 6 pounds of ground limestone.

For a one-time treatment that won't be repeated for several years, wood ash may be safely applied at a rate of 100 pounds (five 5-gallon pails) per 1,000 square feet. The researchers found that such an application, mixed well with garden soil, was sufficient to raise the pH of many Rhode Island soils by about 1 point.

If you are concerned that your garden might have been treated with too much wood ash in the past, Wright and Roberts suggest that you call the cooperative extension service at your state university and inquire about soil-testing services.

—Country Journal
November 1982