



Lindley Town Hall

637 County Rte 115 PO Box 62 Lindley, NY 14858

Phone/Fax: 607-523-8816

Town of Lindley

Local Law, #1 of the year 2021

Lindley Timber Harvesting Law

This Law removes all other previous Timber Laws in the Town of Lindley. Timber Laws exist under the authority of the State of New York and must always be followed.

Be it enacted by the Town of Lindley as follows:

SECTION ONE - PURPOSE

The purpose of this Law is to protect property of the Town of Lindley and town residents affected by timber harvesting. This will be through conformance of NYS Timber Harvesting Laws and the Town of Lindley Zoning Laws. The Town recognizes that the timber resource in the Town is of significant value and will be harvested. The Town also recognizes that if timber harvesting practices are poorly carried out, they can result in significant damage. The Permit Process provided by this local law is to inform all persons of timber harvesting activity, not to encourage or discourage timber harvesting.

SECTION TWO - PERMIT REQUIREMENTS

It is hereby required that a timber harvesting permit be obtained from the Town of Lindley or its Representative by anyone desiring to conduct a commercial timber harvest. Such permit shall be applied for jointly by the property owner and the logger. The Town Code Enforcement Officer shall enforce all provisions of this law in pertaining to the application procedure.

SECTION THREE - REVIEW OF APPLICATIONS

- a. An application shall be reviewed by the Town of Lindley or its Representative and The Town Code Enforcement Officer for thoroughness of description to assure compliance with the provisions of this law.
- b. Upon receipt of an application for a timber harvesting permit, the Town of Lindley or its Representative shall at its option submit the application to the Department of Environmental Conservation and request a review of the application by a Dept. of Environmental Conservation forester or to a professional forester selected by the Town of Lindley or its Representative for review. In a case where the timber is being harvested for the purpose of clearing the land for conversion to agricultural use, building purposes, or for utility line right of way, the Town of Lindley or its Representative may in its discretion waive this review requirement.
- c. The Town of Lindley or its Representative shall issue a permit or a notice of rejection of the application within forty (40) days of the receipt of such application. Please note DEC Involvement may require longer wait times. The Town of Lindley or its Representative may impose such stipulations on the issuance of the permit as will in its judgment ensure compliance with the purpose of this Law.

SECTION FOUR - ENFORCEMENT

This Law shall be enforced by the Code Enforcement Officer of the Town. Said Officer shall be authorized and have the right in the performance of duties to enter upon any property proposed to be harvested, in the process of being harvested, or in the process of being reclaimed after harvesting to make such inspections as are necessary to review applications for timber harvesting and to determine satisfactory compliance with the provisions of this Law. Such entrance and inspection shall be initiated at reasonable times and in emergencies whenever necessary to protect the public interest. Owners, agents and operators on a property being harvested shall be responsible for allowing access to all parts of the premises within their control to the Code Enforcement Officer or his/her inspectors, acting in accordance with the requirements of this provision. It shall be the duty of the Code Enforcement Officer to investigate all complaints made under this Law and to take appropriate legal action on all violations of this Law.

SECTION FIVE - VIOLATIONS

The owner general agent, leasee or tenant of land where a violation of any provision of this ordinance has been committed or shall exist or the owner, general agent, leasee, tenant or any other person who commits, takes part, or assists in any such violation shall be guilty of a misdemeanor punishable by a fine not exceeding 250.00 per day or imprisonment not to exceed six months or both. Each day's continued violation after notice thereof shall have been given as herein provided shall constitute a separate violation.

Such notice shall be in writing, signed by the Code Enforcement Officer and shall be served upon the person or persons committing such violation either personally or by registered mail addressed to such person or persons at his or their last known address. In addition, the Town of Lindley or its Representative shall have such other remedies as are provided by law to restrain, correct, or abate any violation of this law.

SECTION SIX - Indemnity Agreement

Property Owner and the logger will, subject to the approval of the Town of Lindley or its Representative, file with the Code Enforcement Officer a contract of indemnity to be approved by the Town of Lindley or its Representative.

SECTION SEVEN - VALIDITY

If any section, paragraph subdivision or provisions of this Law shall be declared invalid such invalidity shall apply only to the section, paragraph, subdivision, or provisions adjudged invalid and the rest of this Law shall remain valid and effective.

SECTION EIGHT - EFFECTIVE DATE

This Law shall take effect immediately upon filing in the Office of the Secretary of State of the State of New York.

I HAVE RECEIVED A COPY OF THE TOWN OF LINDLEY HARVESTING LAW and/or ZONING LAW as applicable upon current date.

SS: 8.2.11 Timber Harvesting.

SIGNED: _____ DATE: _____
(Applicant)

Town of Lindley Timber Harvest (logging) Permit Application

Application is required by any landowner desiring to harvest over twenty standard full cords of timber.

Name of Landowner: _____

Address: _____

Tax map number: _____

Phone and email: _____

Name of logger: _____

Address: _____

Phone and Email: _____

Name of forester: _____

Address: _____

Phone and Email: _____

Time scheduled for logging operation

Start date: _____ Finish date: _____

Name of roads used (from logging area to nearest state or county road).

Highway Superintendent's recommendations:

Attachments:

- _____ Site plan of area to be logged (include roads, lot lines and landing zone)
(can use satellite pictures)
- _____ Copy of contract between landowner and logging contractor (if applicable)
- _____ Evidence of SPDES permit (if applicable)
- _____ Proof of insurance for logging contractor (if applicable)
- _____ Road indemnity agreement
- _____ \$100.00 application fee

I have read, understand and agree to follow the Town of Lindley Timber Harvesting Law and have read and agreed to all statements listed in this permit application.

Please print sign and date:

Landowner: _____

Logging contractor: _____

Forester (if applicable): _____

Highway Superintendent: _____

Code Enforcement: _____

GENERAL UNDERAKING OF INDEMNIFICATION

THIS AGREEMENT made this _____ day of _____, 20____, by and between:

TOWN OF LINDLEY, NEW YORK, a New York municipal Corporation with its principal office at 637 County Route 115
P.O. Box 62, Lindley, NY 14858 ("**Town**")

and

_____ which is Located
At _____, NY _____ ("**Applicant**"):

WITNESSETH:

WHEREAS, Applicant wishes to obtain a Timber Harvesting Permit from the Town of Lindley for harvesting timber at the parcel owned by _____
(Owner)
along _____ Road in the Town of Lindley:

WHEREAS, Town of Lindley Local Law #1 of 2021 requires, as part of the permit process, either a \$25,000 performance bond or a general undertaking of indemnity by the applicant, in order to ensure compliance with Local Law #1 of 2021.

WHEREAS, Applicant wishes to enter into this general undertaking of indemnity ("**Agreement**") to ensure compliance with Local Law #1 of 2021.

WHEREAS, IN CONSIDERATION OF Applicant entering into this Agreement, the Town of Lindley will issue a Timber Harvesting Permit, assuming all other conditions have been met.

NOW, THEREFORE, the Town and Applicant mutually agree as follows:

1. Applicant intends to transport lumber from a parcel of land owned

By _____ located on
_____ Road in the Town of Lindley.

2. Applicant agrees to utilize a tri-axle vehicle for transport, and to follow

_____ Road (_____) to and from the referenced site.

3. If, during the course of transporting the lumber, any damage to improvements or facilities including, but not limited to, utility lines, both public and private, roads and the like caused by Applicant shall be the responsibility of Applicant and the obligation of restitution for repair of any such damage shall be understood to be wholly that of Applicant any damage to improvements of facilities not specifically stated herein, including, but not limited to, utility lines, both public and private, roads and the like,

traveling or adjacent to the property, caused by the use, accident, neglect or other act of misfeasance of Applicant, shall be the responsibility of Applicant, and if required and authorized by the damaged party, shall be immediately repaired and restored to the damaged party's reasonable satisfaction.

4. Applicant agrees to leave open and repair any damage to any and all roads in the Town of Lindley caused by Applicant and to repair and maintain all roads utilized by Applicant to conduct its operation. Upon completion of the harvesting operation, leaving roads in good condition shall mean returning roads to at least their condition prior to engaging in the transport of the lumber, and keeping roads free of any logging debris.
5. The parties agree that this Agreement fulfills the requirements set forth in Section Nine of Local Law 31 of 2021. As such, upon execution of this agreement, a Forest Harvesting Permit may be issued to Applicant, assuming all other conditions of said Timber Harvesting Permit has been satisfied.
6. Neither this contract nor any provision thereof may be waived, changed, or cancelled except in writing. This contract shall also apply to and bind the heirs, distributes, legal representatives, successors and permitted assigns of the respective parties.
7. Applicant shall indemnify and hold harmless the Town from all claims, damages, losses, expenses, or liabilities, including reasonable attorney's fees and court costs, asserted by Applicant, or other arising from or related to the activities and operations of Applicant connected with the contract. Applicant represents to the Town that it is fully insured against any bodily injury and will hold the Town harmless from any and all claims arising out of the Applicant's performance of the work contemplated by this agreement. Applicant will also hold the Town harmless for all claims against any bodily injury to any person or entity employed by Applicant.
8. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
9. **IN WITNESS WHEREOF**, THE PARTIES HAVE CAUSED THIS Agreement to be executed by their duly authorized officers on the date herein written.

Dated: ____/____/20____

TOWN OF LINDLEY, NEW YORK

By: _____

Town Supervisor

Dated: ____/____/20____

By: _____

Applicant/Applicant Representative