

Section xxx-xx
Proposed
Town Of Smithville
Road Preservation Law
Local Law No. 2 of 2019

SECTION I: PURPOSE

The purpose of this law is to maintain the safety and general welfare of Town residents by regulating commercial activities that have the potential to adversely affect road right-of-ways.

Well-maintained roads are important to the economic well-being of the Town. Commercial endeavors, such as timber harvesting, gas and oil exploration, mining, etc., are also economically beneficial. This law is not intended to regulate such businesses; the intent is to protect the public right-of-ways from damage. The Town Board of the Town of Smithville hereby enacts the following Road Preservation Local Law pursuant to the provisions of the Municipal Home Rule Law.

SECTION II: APPLICABILITY

The Smithville Town Board delegates to the Smithville Highway Superintendent the oversight of assuring commercial activities do not have an adverse impact on public right-of-ways.

SECTION III: DEFINITIONS

1. *Specific Contracted Activity*: Activities between Town landowners and commercial contractors with the potential to impact a Town road and/or right-of-way.
2. *Refundable Bond*: A financial bond to be paid by the commercial contractor or resident responsible for the activity to ensure that the condition of the town roads impacted by the job are left in as good as or better condition at the completion of the job as they were at the start of the job. This bond shall be refundable at the discretion of the Town Highway Superintendent based on final condition of the Town road and/or right-of-way per the specified agreement.
3. *Road Preservation Law Agreement Worksheet (Appendix A)*: Worksheet is to be completed by the property owner and/or contractor, summarizing the job, site location, start and completion dates, expected max gross vehicle weight used for the contract, and any other items that the Town Highway Superintendent deems necessary.

SECTION IV: GENERAL PROVISIONS

1. Prior to the start of any contracted activity that could have an impact on Town right-of-ways, a refundable bond must be obtained. The amount of the refundable bond shall be determined by the Town Board and will be listed on the Town of Smithville Fee Schedule on file with the Smithville Town Clerk. The amount of the refundable bond may be changed by the Town Board by Resolution. Refundable bonds must be obtained for each job. A completed *Road Preservation Law Agreement Worksheet (Attachment A)*, shall be submitted to the Town Highway Superintendent prior to any activity.
2. Upon completion of the specified activity, the Property Owner and/or Contractor will notify the Town Highway Superintendent for a road review. Upon inspection of the work site and roadway as necessary, the Town Highway Superintendent will determine the road condition, and, if deemed necessary, the Town Highway Superintendent will specifically document the tasks that must be accomplished in order for the road(s) to be returned to the original condition and for the bond to be refunded. The contractor will

remedy the specified necessary repairs as stated on the *Road Preservation Law Agreement Worksheet* (Attachment A).

3. If the Property Owner and/or Contractor does not comply and operates outside the parameters as specified on the worksheet, the Highway Superintendent, and any law enforcement officer or Code Enforcement Officer has the authority to shut down any operation.
4. The Property Owner and/or Contractor will be responsible for the repair of any damages that occur to the Town of Smithville road right-of-ways, when a project proceeds without a properly completed Road Preservation law Agreement Worksheet (Attachment A).

SECTION V: FEE

A refundable bond, payable to the Town of Smithville, as depicted in the Town of Smithville Fee Schedule.

SECTION VI: APPEALS

Property Owner and/or Contractor has the right to appeal the decision of the Town Highway Superintendent with the Smithville Town Board.

SECTION VII: REQUEST FOR VARIANCE

Request for a variance from the standards set forth in this Local Law shall be made to the Smithville Town Board in writing and shall contain the grounds on which the applicant relies for requesting the variance, including allegations on any facts on which the appellant will rely. If the Smithville Town Board finds that due to special circumstances of the particular case, a waiver of certain requirements as stated in Section IV is justified, then a variance may be granted. No variance shall be granted, however, unless the Town Board finds and records in its minutes that: (a) granting the variance would be keeping the intent and spirit of this Local Law and is in the best interests of the community; (b) there are special circumstances involved in the particular case; (c) denying the variance would result in undue hardship to the applicant, provided that such hardship has not been self-imposed; (d) the variance is the minimum necessary to accomplish the purpose.

SECTION VIII: INVALID SEGMENT

Should any section or provision of this Local Law contained herein or as amended hereafter be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the local law as a whole or any part thereof-other than the part declared to be invalid.

SECTION X: EFFECTIVE DATE

This Local Law shall take effect upon filing with the State of New York.

**ATTACHMENT A
TOWN OF SMITHVILLE
ROAD PRESERVATION LAW AGREEMENT WORKSHEET**

Property Owner and/or Contractor: _____

Address: _____

Phone: () _____ - _____

Description of work to be done (logging, gravel, mining, etc.): _____

Work Location: _____

Landing Location: _____

Roads to be utilized (indicate all roads – State, County and Town): _____

Contractor: _____

Address: _____

Phone: () _____ - _____

Start Date: _____ Completion Date: _____

Expected maximum gross vehicle weight: _____

Anticipated number of vehicle trips: _____

Signature: _____ Date: _____

Date: _____

Signature: Smithville Highway Superintendent

FOR OFFICIAL USE ONLY	
Description of Necessary Repairs:	

Date of Completion: _____	
_____	Date: _____
Signature Smithville Highway Superintendent	