

Section xxx-xx  
Adopted  
Town Of Smithville  
Road Use Agreement  
Local Law No. 1 of 20\_\_

**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 and mining, are also economically beneficial. This law is not intended to regulate such business: 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*: Commercially contracted activities between Town landowners and commercial contractors could potentially impact Town road right-of-ways.
2. *Non-Refundable Permit*: A fee to be charged to the commercial entity or resident responsible for the activity to ensure that the condition of the town roads impacted by the job is left in as good or better condition at the completion of the job as they were at the start of the job.
3. *Road Use Agreement Worksheet (Appendix A)*: Worksheet is to be completed by the owner 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 non-refundable permit must be obtained. The non-refundable permit fee amount 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 non-refundable permit fee may be changed by the Town Board by Resolution. Non-refundable permits must be renewed annually. A completed *Road Use Agreement Worksheet* (Attachment A), shall be submitted to the Town Highway Superintendent. *Road Use Agreement Worksheet* (Attachment A) must be renewed annually.
2. Upon completion of the contract, the 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. The Town Highway Superintendent will specifically document the tasks that must be accomplished in order for the road to be returned to original condition. The contractor will remedy the specified necessary repairs as stated on the *Road Use Agreement Worksheet* (Attachment A).

3. If the contractor does not comply and operates outside the parameters as specified on the worksheet, any law enforcement officer or Code Enforcement Officer has the authority to shut down any operation.
4. The landowner and or Lessee 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 proper permit.

#### **SECTION V: PERMIT FEE & PENALTY**

A non-refundable permit fee as depicted in the Town of Smithville Fee Schedule, payable to the Town of Smithville, must accompany each Worksheet submitted to the Highway Superintendent.

Failure to obtain a permit shall result in a minimum \$1,000 penalty with additional penalties assessed based on any damages to Town of Smithville roads/right-of-ways.

#### **SECTION VI: APPEALS**

Contractor has the right to appeal to that 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. Where 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 USE AGREEMENT WORKSHEET**

Landowner and or Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Location: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Expected maximum gross vehicle weight: \_\_\_\_\_

Anticipated number of vehicle trips: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature Smithville Highway Superintendent

<b>FOR OFFICIAL USE ONLY</b>	
Description of Necessary Repairs:	
_____ _____ _____ _____	
Date of Completion: _____	
_____ Signature Smithville Highway Superintendent	Date: _____