

Local Law Filing

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STATE OF NEW YORK
DEPARTMENT OF STATE
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SEP 05 2012

~~County~~
~~City~~
~~Town~~
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of

WHEELER

MISCELLANEOUS
& STATE RECORDS

Local Law No. 1 of the year 2012

A local law TOWN OF WHEELER ROAD PRESERVATION LAW
(Insert Title)

Be it enacted by the TOWN BOARD of the
(Name of Legislative Body)

~~County~~
~~City~~
~~Town~~
~~Village~~

of

WHEELER

as follows:

LOCAL LAW NO. 1-2012
TOWN OF WHEELER, NEW YORK

A LOCAL LAW ENTITLED "TOWN OF WHEELER ROAD PRESERVATION LAW"

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(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 3. Purpose

The purpose of this local law is to maintain the safety and general welfare of Town residents by regulating high impact commercial activities that have the potential to adversely impact roads and property. Well-maintained roads are important to the economic well being of the Town. Construction, maintenance, and operation of high impact commercial endeavors (e.g. timber harvesting, mining, natural gas drilling, wind energy facilities and telecommunication facilities) can be economically beneficial. This Law is not intended to regulate such endeavors, but the intent is to protect the Town roads and property from damage from such endeavors that typically require high frequency use of heavy equipment with heavy loads. It is the intent of this law to insure that the Town's roads are not damaged or harmed to the overall detriment of the Town by a few individual users who utilize the roads in a manner that causes extraordinary deterioration to the roads.

Heavier trucks deteriorate the pavement structure at an accelerated rate. A study at University of Texas found that one big rig pass causes the damage equivalent to 2,000 to 3,000 cars. That damage increases exponentially: A 95,000-pound truck does two to three times the damage of an 80,000-pound truck. One 80,000-pound truck can cause the same damage as 800 to 1,000 cars. Multiple passes exacerbate the damage caused. As such, it is the intent of this law to protect town roads from the frequent passes of heavier trucks. In the U.S. Department of Transportation's 1998 Draft Comprehensive Truck Size and Weight Study, it was written that "pavement deterioration increases with axle weight and with the number of axle loadings a pavement experiences."

Nothing contained in this Chapter shall be deemed to limit the right to farm as set forth in Article 25-AA of the New York State Agricultural and Markets Law or the Right-to-Farm Law of Steuben County otherwise known as County of Steuben Local Law No. Three for the Year 2001.

Nothing contained in this Chapter shall be deemed to unlawfully interfere with Interstate Commerce.

Section 4. Definitions

The following terms shall have the following meaning in this Chapter.

Blanket Permit: A permit that covers more than one vehicle or truck; which would be subject to the permitting process. Vehicles or trucks that are owned, used, rented, leased, hired (including independent contractors) or in any way utilized for a specific project, site or work location shall be considered related vehicles and should be the subject of a Blanket Permit.

Bond: A commercial bond to ensure that the condition of the town roads and/or property impacted by High Frequency Truck Traffic is left in a good or better condition at the completion of the project as they were at the start of the project.

Code Enforcement Officer: The building and code inspector of the Town, Town code enforcement officer, or such other Town official who exercises similar building, code and enforcement powers.

Escrow: Money put into the custody of the Town Board for delivery to a grantee only after the fulfillment of the conditions specified.

High Frequency Truck Traffic: A vehicle or related vehicles that have 3 or more axles and which traverses/travels over any section of Town roads or other town property 10 or more times per day for 4 or more consecutive days. When calculating whether a vehicle or related vehicles meets the

definition of High Frequency Traffic, 10 or more passes per day for 4 or more consecutive days shall be used for both Individual Permits and Blanket Permits.

Highway Superintendent: the Highway Superintendent of the Town. The Highway Superintendent shall be the contact person for any permit holders or Road Use Agreement holders and represents the Town in any decisions involving the Town Roads.

Local delivery: Delivery or pickup of merchandise or other property along the Town Roads by High Frequency Truck Traffic.

Normal wear and tear: Degradation of the road caused by non-High Frequency Truck Traffic which is corrected by the Town's annual maintenance activities.

Other Town Property: Any real property (including any improvements therein, thereon or thereunder) or personal property owned by, or leased to, the Town.

Motor vehicles: Every vehicle operated or driven upon a public highway which is propelled by any power other than muscular power, except (a) electrically-driven mobility assistance devices operated or driven by a person with a disability, (b) vehicles which run only upon rails or tracks, (c) snowmobiles, (d) all terrain vehicles, (e) fire and police vehicles other than ambulances, (f) farm type tractors and all terrain type vehicles used exclusively for agricultural purposes, or for snow plowing, other than for hire, farm equipment, including self-propelled machines used exclusively in growing, harvesting or handling farm produce, and self-propelled caterpillar or crawler-type equipment while being operated on the contract site.

Permit: Approval of an application for a Road Preservation Permit Application. This includes Blanket Permits, which are preferred, where there are multiple related vehicles.

Permittee: Shall mean the holder of a "Road Preservation Vehicle Permit" issued pursuant to this Local Law. Under a Blank Permit, this shall include the holder's contractors, sub contractors, employees and agents.

Related vehicles: More than one vehicle; including those that are owned, used, rented, leased, hired (including independent contractors) or in any way utilized for a specific project, site or work location. When calculating if related vehicles meet the definition of High Frequency Truck Traffic, the number of axles shall be counted on each vehicle separately; however, the number of passes shall be the combination of all vehicles with 3 or more axles.

Road Preservation Local Law Worksheet (*Appendix A*): Worksheet to be completed by potential Permittee, summarizing the project, project location, start and completion dates, expected maximum gross vehicle weight used for the project, proposed truck routes, and any other items that the Highway Superintendent deems necessary.

Town: Town of Wheeler, a municipality located in the County of Steuben, State of New York.

Town Board: The Town Board of the Town of Wheeler; which is comprised of the Councilpersons and Supervisor duly elected.

Town Clerk: The duly elected Town Clerk of the Town of Wheeler.

Town Road: Any Town highway, road, street, avenue, boulevard, parkway, shoulder guide rail, concourse, driveway, easement, right of way, bridge, culvert, sluice pipe, ditch, dock, tunnel, sidewalk, or any utilities or improvements therein, thereon or thereunder, inside of the Town of Wheeler.

Truck: Every motor vehicle designed, used, or maintained primarily for the transportation of property.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Section 5. Permanent Weight Restriction and Truck Route

A. All trucks, tractors commercial vehicles, tractors, tractor-trailer combinations, tractor-semitrailer combinations, tractor trailer-semitrailer combinations, or motor vehicles that are considered High Frequency Truck Traffic are excluded from all Town Roads in the Town of Wheeler, except that High Frequency Truck Traffic operated in the Town of Wheeler shall be restricted (except as expressly hereinafter permitted) to the following designated “truck route system”:

1. The designated “Town of Wheeler Truck Route” shall be limited to and consist of routes on, over and along any and all State and County owned/maintained roadways lying within the boundaries of the Town of Wheeler. No High Frequency Truck Traffic shall use Town Highways or roadways, except as hereinafter permitted.

B. The initial determination that the standards of High Frequency Truck Traffic have been met shall be made by the Highway Superintendent. However, if during the application process a Permittee alleges that they do not meet the threshold of High Frequency Truck Traffic, they may appeal by presenting such evidence to the Town Board for a review and determination.

C. Upon determination by the Highway Superintendent that a Project may generate High Frequency Truck Traffic, the Highway Superintendent shall erect signs on the appropriate sections of Town highways setting forth notice that, such vehicles must use the truck route system or local delivery by permit, and the notice shall also be published in the official newspaper for the Town of Wheeler.

Section 6. Requirement that a Vehicle Permit be Obtained by High Frequency Truck Traffic

Local Delivery by High Frequency Truck Traffic is allowed but only after compliance with this Chapter and after obtaining a permit, a Blanket Permit, or after entering into a road use agreement (as provided for herein).

When there is High Frequency Truck Traffic that involves more than one vehicle; including those that are owned, used, rented, leased, hired (including independent contractors) or in any way utilized for a specific project, site or work location; the Permittee must apply for a Blanket Permit or (as permitted elsewhere) a road use agreement. Individual Permits will not be allowed in such circumstances.

The Permittee for a Blanket Permit or road use agreement shall be an individual or entity that controls or directs the specific project, site or work location and that application must include all vehicles owned, used, rented, leased, hired (including independent contractors) or in any way utilized.

Section 7. Permit Issuing Authority and Enforcement Authority

A. The Town Highway Superintendent is hereby authorized to promulgate an application form requesting a permit and the permit to be issued upon review and approval of said application.

B. The Town Clerk is hereby designated as the authority to receive applications for permits to operate or move a vehicle or a combination of vehicles, the weights and frequency of which exceed the limitations provided herein. The Town Clerk shall forward permit applications to the Highway Superintendent for approval.

C. The Highway Superintendent is hereby designated as the authority to approve applications for a permit to operate, transport, or move High Frequency Truck Traffic, as defined above, on, over or across a designated Town Roads or other Town property.

D. This chapter shall be administered and jointly enforced by the Town enforcement officers and the police agencies of Steuben County and NYS or officials authorized by the Town Board of the Town of Wheeler. Violations may be reported by verbal or written complaint by at least one person, including the enforcement officer.

- 1) Town Code Enforcement Officer and the Highway Superintendent and the police agencies of Steuben County and NYS and any other officials authorized by the Town Board of the Town of Wheeler are authorized to enforce any violation of the Chapter.

Section 8. Application and Permit Form

At time of initial application and continuing thereafter, the person requesting the permit shall provide the following:

- 1) A proposed road map that the High Frequency Truck Traffic will travel on,
- 2) A video or photographic documentation demonstrating the condition of the proposed road and/or property described in the permit,
- 3) Copies of valid New York State Special Hauling Permits, if any, for each vehicle,
- 4) Proof of Insurance as required herein,
- 5) Permit fee of \$25 per Permit and \$100 per Blanket Permit;
- 6) Any other documents, maps, sketches, and plans, which the Highway Superintendent may require and
- 7) All other requirements of this Chapter; including an escrow account, bond, etc. must be satisfied prior to approval of any permit application.

Information shall be provided with the application on each individual vehicle owned, used, rented, leased, hired (including independent contractors) or in any way utilized for a specific project, site or work location.

Whenever possible, the Permittee must request a Blanket Permit covering all of the vehicles, which such Permittee plans to use on town roads or highways. If any such Blanket Permit is thereafter issued all of the vehicles specifically listed on such permit shall be deemed to be covered by such permit.

Additionally, after issuance of the Permit, the Applicant must provide updated information including but not limited to changes in: truck routes, project, site or work location, etc. If in the opinion of the Highway Superintendent, the changes are significant, then the Permittee must file a new Permit application; including new relevant fees, bonds, escrows, insurances, etc.

Every Permit or Blanket Permit shall be carried on the vehicle to which it refers and shall be open to inspection of any authorized enforcement officer, peace officer or police agencies of Steuben County or other officials authorized by the Town Board.

After issuance of the Permit, the Permittee will arrange for video or photographic documentation of condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic on monthly basis and within two weeks after the conclusion of the permitted work. All video or photographic documentation will be submitted to the Highway Superintendent within one week of recording. Failure to submit the required video or photographic documentation will result in immediate revocation of the Work Permit.

Section 9. Alternative to Permit: Road Use Agreement

A Permittee, whom has more than one vehicle, which qualifies as High Frequency Truck Traffic, may request that the Town enter into a town-wide Road Use Agreement in lieu of separate permits for each vehicle(s) or even a Blanket Permit. Said Road Use Agreement would be executed by the Town Highway Superintendent and the Permittee and shall include such terms as are reasonably required by the Town Highway Superintendent, including but not limited to insurance, maintenance bond, truck traffic routes, traffic schedules, inspections and road surveys. All of the vehicles specifically listed in such agreement, including those owned by the holder, its agents and sub contractors, shall be deemed to be covered by such agreement, and upon execution of the agreement the Town Clerk shall issue a Blanket Permit.

Section 10. Damage to Town Roads

With the exception of normal wear and tear, the Permittee is responsible for all damages, injuries, discharges or spills that occur on or to the Town Roads, other Town property, ditches, curbs, sidewalks or other improvements and to public utilities of the Town in the roadway.

Upon due notice being given to the Permittee and at the Towns Highway Superintendent's option, the Town Highway Superintendent may allow the Permittee to repair all damages or the Town Highway Superintendent may arrange the necessary repairs and charge the Permittee for all incurred cost. The highway shall be restored and the integrity of the repair maintained for a period of one year from the date of any repairs. Particular attention is called to the necessity of thoroughly compacting the back fill, which will be required by the Town. If the Town requests the Permittee to repair the damages, such repair will to done to the specifications, time line and any and all other requirements of the Town.

Section 11. Insurance

- A. The Permittee shall present to the Town certificates of insurance evidencing the acquisition of liability insurance coverage naming the Town as an additional insured on a non-contributory basis with the minimum limits of coverage for bodily injury equal to \$1,000,000.00 for each person injured, \$2,000,000.00 for aggregate bodily injury resulting from each occurrence, and \$500,000.00 property damage.
- B. Said insurance shall be maintained throughout the term of the permit, at the cost and expense of the Permittee, and the aforementioned certificates shall provide for thirty (30) 'calendar days' notice to the Town prior to cancellation of coverage.
- C. All persons performing work under this permit and whom are required to be covered by Workmen's Compensation Insurance and Disability Benefits insurances under New York law; shall be covered at the cost and expense of the Permittee.

Section 12. Maintenance Bond and Letter of Credit

The Permittee shall present to the Town a maintenance bond. Bonding amounts will be negotiable with the Town Highway Superintendent based on the specifics associated with the each project. The total Bonding amount shall be the sum of the agreed amounts on Attachment B. Additionally, a bank letter of credit in the amount of \$100,000.00 in favor of the Town guaranteeing compliance with the provisions of the permit will be required. At such time, if ever, that said letter of credit and/or maintenance bond is expended, the Permittee shall replace the same within five (5) business days written notice from the Town, failing which the permit shall be subject to revocation.

Such Maintenance Bond shall be maintained for at least a period of one year after repairs have been approved by the Town. The highway shall be restored and the integrity of the repair maintained for a period of one year from the completion date of any repairs.

Section 13. Indemnity and Save Harmless

The Permittee will be required to agree to fully indemnify, defend, save and hold harmless the Town of Wheeler and all of its departments, bureaus, divisions, boards, officers and employees from and against any and all claims, costs, damages, expenses, charges, risks, losses, lawsuits, judgments, executions, penalties, fines, assessments or any other liability of any type arising out of, occurring in connection with, or resulting from any and all activity to be performed by Permittee.

By accepting the permit, the Permittee shall be deemed to have agreed to all of the defense, indemnity and save harmless provisions of this Local Law and all other provisions of this Local Law.

Section 14. Extent of Permittee's Liability and Obligations Hereunder.

The Permittee's obligations hereunder to repair and restore, the Permittee's obligations hereunder to defend, indemnify and hold harmless, and the Permittee's other liability and obligations hereunder shall not be limited by the limits of any applicable insurance coverage, highway permit bond, maintenance bond, letter of credit, comparable bond, escrow account, cash deposit; or rights of the Town under any New York State or Federal law, rule, regulation or statute; including subdivision 3 of section 23-0303 of the Environmental Conservation Law of the State of New York. The Permittee's obligations hereunder to repair and restore, the Permittee's obligation hereunder to defend, indemnify,

and hold harmless, and the Permittee's other liability and obligations hereunder shall survive any termination or revocation of the permit.

Section 15. Stop Work Orders

The Highway Superintendent and the Building and Code Inspector shall each have the right and authority to issue stop work orders to those operating in violation of the terms of this permit, or contrary to the Permittee's application or conditions upon which its permit was issued or in violation of this Local Law, in violation of applicable provisions of law.

Section 16. Revocation of Permit

Upon the violation of any provisions of this permit, or violation of any provisions of this Local Law, or violation of applicable provisions of law, or violation of any conditions, the Highway Superintendent may suspend any such permit issued hereunder for no more than thirty (30) calendar days, during which a public hearing shall be scheduled and following a public hearing conducted by the Highway Superintendent, at which the Permittee shall have the right to appear and be heard, the Town Highway Superintendent may permanently revoke any permit on written notice to the Permittee.

Section 17. Special Conditions and Exclusions

- A. The permit shall not be assigned or transferred without the written consent of the Town Highway Superintendent.
- B. The Town Clerk shall be given three (3) business days written notice by said Permittee of the date when it intends to begin the activity authorized by the permit, and prompt notice of its completion.
- C. The permit shall remain valid only for so long as the Permittee continues to hold a valid New York State Hauling Permit or Divisible Load Permit; where necessary.
- D. The permit shall not authorize the holder to exceed the maximum gross weight limit authorized for crossing an R-Posted bridge or culvert.
- E. Due to the vital nature of the following vehicles in providing public services deemed necessary in preventing emergencies or in safeguarding the public health, safety and welfare, and since overweight vehicles may be required to perform these services, the following vehicles are granted exemptions from the permitting process of this local law:
 - (1) Maintenance, repair and service vehicles owned and operated by municipalities or fire companies on official municipal or firefighting business or ambulances.
 - (2) Maintenance, repair and service vehicles owned and operated by a utility company or authority and on official utility business.
- F. Valid insurance, maintenance bonds and letters of credit shall be maintained as required by herein.
- G. Traffic will be maintained in accordance with the Uniform Traffic Control Manual.
- H. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

Section 18. Violation of Local Law; Penalties Therefore

- A. Any person who violates any provision of this chapter shall be deemed guilty of a Misdemeanor and upon conviction thereof, shall be subject to penalties in a fine of up to \$1,000, mandatory State surcharges and

fees and/or three years' probation or up to one year imprisonment or a combination of probation and imprisonment.

- B. In addition to those penalties prescribed herein, any person who violates any provision of this chapter shall be liable for a civil penalty in an amount not to exceed \$5,000.00 for each day or part thereof during which such violation continues. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of the Town.
- C. If the violation is of a continuing nature, each twenty-four hour period during which it occurs shall constitute an additional, separate and distinct offense.
- D. An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce any provision of this chapter. In particular, but not by way of limitation, where there is an violation of this chapter, an action or proceeding may be commenced in the name of the Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing abatement of the condition in violation of such provisions. The Town may seek restitution for costs incurred by the Town in remedying each violation, including but not limited to reasonable attorney's fees.
- E. Remedies not exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or penalty available to address any violation described in this chapter. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section.

Section 19. Reservation of Town's Rights.

The Town hereby retains and reserves all rights it has now or may have hereafter, pursuant to the provisions of subdivision 3 of section 23-0303 of the Environmental Conservation Law, to request funds (by filing a request therefore with the New York State Commissioner of Environmental Conservation) from the oil and gas fund to reimburse or compensate the Town for costs related to repairing damages to any Town Road, or Other Town Property.

The Town hereby retains and reserves all rights it has now or may have hereafter, pursuant to Navigation Law Article 12 to make a claim against the New York Environmental Protection and Spill Compensation Fund to reimburse or compensate the Town for cost related to repairing damages to any Town Road or Other Town Property.

The Town hereby retains and reserves all other rights it has now or may have hereafter, to seek reimbursement or compensation for costs related to repairing damages to any Town Road or Other Town Property.

Section 20. Escrow

The Town Highway Superintendent may hire any consultant and/or expert necessary to assist the Highway Superintendent in reviewing and evaluating the application.

- (1) The Town requires an applicant to deposit with the Town funds sufficient to reimburse the Town for all reasonable costs of consultant and expert evaluation and consultation to the Highway Superintendent in connection with the review of any application. The initial deposit shall be the sum of \$10,000. However, the Town Highway Superintendent may reduce said fee upon good cause shown. These funds shall accompany the filing of an application and the Town shall maintain a separate escrow account for all such funds. The Town's consultants/experts shall, in accordance with an agreement between the Town and its consultants or experts, bill or invoice the Town not less frequently than monthly for its services in reviewing the application and performing its duties. If at any time during the review process this escrow account has a balance that shall not reasonably cover the cost of the remaining work of the Town's consultants/experts, the Town will require applicant to immediately replenish said escrow account in an amount set by the Town, but not to exceed \$2,500. Such additional escrow funds must be deposited with the Town before any further action or consideration is taken on the application. If, at the conclusion of the review process, the cost of such consultant/expert services is more than the amount escrowed pursuant hereto, the applicant shall pay the difference to the Town prior to the issuance of any Special Permit. In the event that the amount held in escrow by the Town is more than the amount of the actual billing or invoicing by the Town's consultants or experts, the difference shall be promptly refunded to the applicant.
- (2) A request may be made by the applicant to reduce or eliminate the funds needed for the consultant/expert escrow. After a recommendation by the Attorney for the Town, Engineer for the Town and/or any other consultant/expert engaged by the Town pursuant to this chapter, the Town Board shall review the request and make a determination based upon the scope and complexity of the project, the completeness of the application and other information as may be needed by the Highway Superintendent or the Town's consultant/expert to complete the necessary review and analysis. Additional escrow funds, as required and requested by the Town, shall be paid by the applicant. The initial amount of the escrow deposit may be established by Town Board upon receipt of information sufficient to make such a determination.
- (3) As used in this section, the term "costs and expenses" shall be deemed to include the reasonable fees charged by engineers, consultants and/ or experts hired; reasonable administrative costs and expenses incurred by the Town in connection with the permitting process and the repair, restoration and preservation of Town Roads and Other Town Property; and reasonable legal fees, accountants fees, engineers fees, costs, expenses, disbursements, expert witness fees and other sums expended by the Town in pursuing any rights, remedies or claims to which the Town may be entitled under this Local Law or under applicable provisions of law, as against any Permittee, any person who has violated this Local Law, any insurance company, any bonding company, any issuer of a letter of credit, and/ or any United States or State of New York agency, board, department, bureau, commission or official.
- (4) These funds shall accompany the filing of the application, and the Town shall maintain a separate escrow account for all such funds.
- (5) The Town is hereby authorized to withdraw funds from said escrow account (without prior notice to the Permittee) in order to promptly reimburse the Town for any costs and expenses (as defined herein). The Town must provide a monthly update as to monies expended from the escrow account.

In the event that there is any balance remaining in the escrow account as of the date that the Highway Superintendent determines that the permit has expired and further determines that no damages or injuries have been caused to any Town Road or Other Town Property (and that no discharges or spills have occurred on any Town Road or Other Town Property) for which the Town has not been fully reimbursed, the Town shall pay to the Permittee the balance remaining in the escrow account.

Section 21. Request For A Waiver

All requests for a waiver from the standards set forth in this Local Law shall be made to the Town of Wheeler Town Board in writing and shall; contain the grounds on which the appellant relies for requesting the waiver, including all allegations on any facts on which the appellant will rely. Where the Town Board finds that due to special circumstances of the particular case a waiver of certain requirements are justified, then a waiver may be granted. No waiver shall be granted, however, unless the Town Board finds and records in its minutes that: (a) granting the waiver 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 waiver would result in undue hardship to the applicant, provided that such hardship has not been self-imposed; (d) the waiver is the minimum necessary to accomplish the purpose.

Section 22. SEQRA

When applicable, the Town shall at all times comply with applicable provisions of the Environmental Conservation Law of the State of New York and applicable provisions of the state environmental quality review regulations (6 NYCRR Part 617) (hereinafter "SEQRA").

Section 23. Severability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Wheeler hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 24. Repealer

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 25. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

ATTACHMENT A
ROAD PRESERVATION LAW WORKSHEET

1. Hauler/Project sponsor: _____
Address: _____
Phone: _____ Email: _____
2. Work Description (i.e. logging, telecommunication facility construction, gravel mining, natural gas drilling, wind energy facility construction, etc.)

3. Work Location: _____
4. Proposed Truck Routes

5. Landowner: _____
Address: _____
Phone: _____
Email: _____
6. Start Date: _____
Completion Date: _____
Expected maximum gross vehicle weight: _____
Maximum truck trips per day: _____
7. Bond Amount: _____ Date Paid: _____
Approval Date: _____
8. Preliminary Bond Release Application Date: _____
9. Deficiencies to be repaired:

10. Final Bond Release Application Date: _____

11. Final Bond Release: _____ Date: _____

12. _____ Wheeler Town Supervisor Signature

13. _____ Wheeler Town Highway Superintendent Signature

ATTACHMENT B				
BOND SCHEDULE				
Road Type	Dirt and/or Gravel	Chip Seal (gravel with tar)	Ashpalt with base $\leq 7''$	Asphalt with base $> 7''$
Bond per mile traveled	Agreed Price	Agreed Price	Agreed Price	Agreed Price
Multiply by Number of Miles				
Multiply by Number of truck passes on the peak travel day of the project				
Roadway Totals:				
Structures (Bridges and/or culverts by span)	60" up to 19'-11"	20' and greater		
Bond per Structure	Agreed Price	Agreed Price		
Multiply by the number of structures				
Structure Totals:				
Bond Totals:				

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2012 of the ~~(County)~~ (City) (Town) (Village) of WHEELER was duly passed by the TOWN BOARD on AUGUST 13, 2012, in accordance with applicable provisions of law.

2. ~~(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the _____ on _____ on _____ 20____, and was (approved) (not disapproved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____ in accordance with applicable provisions of law.

3. ~~(Final adoption by referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved) (not disapproved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 20____ in accordance with applicable provisions of law.

4. ~~(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County) (City) (Town) (Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved) (not disapproved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to a permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with applicable provisions of law.

5. ~~(City local law concerning Charter revision proposed by petition.)~~

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairman of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws and ordinances.

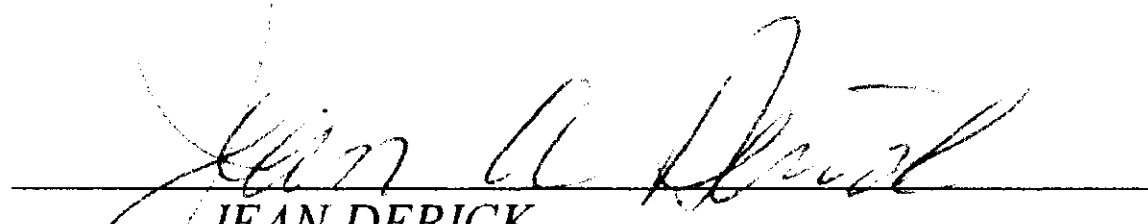
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special) (general) election held on _____ 20____, became operative.

6. ~~(County local law concerning adoption of Charter.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____ 20____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

~~(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)~~

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.


JEAN DERICK
Clerk of the County legislative body, City, Town or Village Clerk
or officer designated by local legislative body

(Seal)

Date: August 14, 2012

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF _____ STEUBEN _____

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.


Signature JAMES H. BURNS

ATTORNEY FOR THE TOWN
Title

County
City
Town
Village _____ WHEELER _____ of

Date: August 14, 2012