

Local Law Filing

**Town of Fremont**

**Local Law No. 1 of the year 2012**

A local law entitled "Town of Fremont Road Preservation Law"

Be it enacted by the Town Board of the Town of Fremont as follows:

**Section 1. Title.**

This local law may be cited as the "Town of Fremont Road Preservation Law".

**Section 2. Authority for this Local Law.**

The Town Board of the Town of Fremont enacts this local law under the authority granted by Section 10 of the New York State Municipal Home Rule Law, New York State Constitution Article IX § 2(c)6, Town Law, subsection 1(ii)(a)(6), subdivision 2 of section 23-0303 of the Environmental Conservation Law, Highway Law Section 140, Highway Law section 320, Town Law section 130, and Vehicle and Traffic law section 1660.

**Section 3. Purpose.**

The purpose of this local law is to maintain the safety and general welfare of Town residents and others using Town highways by regulating high impact commercial activities that have the potential to adversely impact roads and property. The intent is to protect the Town roads and property from damage from 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.

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.

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.

Application: Permits and/or Road Use and Repair Agreement.

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 subject of a blanket permit.

**Bond:** A commercial bond to ensure that the condition of the town roads and/or property impacted by Highway 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 a third party 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 which traverses/travels over 50 miles or more of Town roads or other town property during any 5 consecutive days. When calculating whether a vehicle or related vehicles meets the definition of High Frequency Traffic, 50 miles and 5 consecutive days shall be used for both individual permits and Blank Permits.

**Highway Superintendent:** The Highway Superintendent of the Town.

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

**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 human or animal 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, police vehicles, ambulances, EMT vehicles, and other similar emergency vehicles, (f) farm type tractors, all-terrain type vehicles used exclusively for agricultural purposes or for snow plowing (other than for hire), farm equipment, including self-propelled machines and trucks used exclusively in growing, harvesting, handling or transporting farm produce, and (g) self-propelled caterpillar or crawlertype equipment while being operated on the contract site.

**Permit:** Approval of an application for a Road Preservation Permit and /or Execution of the Road Use and Repair Agreement that includes the terms and conditions pursuant to this Local Law.

**Permitee:** Shall mean the holder of a Road Preservation Vehicle Permit or the Developer who enters into the Road Use and Repair Agreement with the Town of Fremont pursuant to this Local Law. This Local Law shall include the holder of a Permit and/or the Developer's contractors, subcontractors, 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 in each vehicle separately; however, the number of miles shall be the combination of all vehicles with 3 or more axles.

Road Use and Repair Agreement (Attachment A): Agreement 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 Town Board deems necessary.

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

Town Board: The Town Board of the Town of Fremont.

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

Town of Fremont Designee: The individual appointed by, and at the Town Boards discretion, to interact and to oversee and to ensure the Permittee's conducts their work as agreed to under the Road Use and Repair Agreement.

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

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 or animal 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 Fremont, except that High Frequency Truck Traffic operated in the Town of Fremont shall be restricted (except as expressly hereinafter permitted) to the following designated "truck route system":

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

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

C. There shall be signs installed at all major highways entering Town, indicating that High Frequency Truck Traffic must use the truck route system or local delivery by permit.

#### **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 Local Law and entering into the Road Use and Repair Agreement as provided for herein as Attachment A.

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 enter into the Road Use and Repair Agreement in addition to an Individual or Blanket Permit.

The Permittee for a Blanket Permit or Road Use and Repair 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 Board 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 must submit a copy of the applications and any approved permit to the Town Code Enforcement Officer and the Highway Superintendent.

C. The Town Board is hereby designed 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 Road 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 Fremont. Violations may be reported by verbal or written complaint by at least one person, including the enforcement officer.

1) Town enforcement officers and the police agencies of Steuben County and NYS and any other officials authorized by the Town Board of the Town of Fremont 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 described in the permit,
- 3) Copies of valid New York State Vehicle Registrations for each vehicle and copies of valid New York State Special Hauling Permits, if any, for each vehicle,
- 4) The name of a responsible individual person who would be subject to prosecution and civil penalties pursuant to Section 18. The responsible party must sign or join in signing the permit application and his/her signature must be acknowledged by a notary public. If the applicant is a corporation, limited liability company, partnership, or other entity, the responsible party must be an officer (or director), member (or manger), general partner, or principal of the entity, as the case may be, signing in his/her personal and individual, not representative, capacity.
- 5) Proof of Insurance as required herein,
- 6) Permit fee of \$25.00 per Permit, \$100.00 per Blanket Permit and \$1,000.00 per Road Use and Repair Agreement, per year or portion thereof.
- 7) Any other documents, maps, sketches, and plans, which the Town Board may require and,
- 8) 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 such a 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 Town Board, the changes are significant, then the Permittee must file a new Permit application; including new relevant fees, bonds, escrows, insurances, etc. Every permit or blank 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 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 Town Board 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. Road Use and Repair Agreement.**

A Permittee, which qualifies as High Frequency Truck Traffic, shall be required by the Town to enter into the Road Use and Repair Agreement in lieu of separate permits for each vehicle(s) or a Blanket Permit. Said Road Use and Repair Agreement shall conform to the minimum requirements of this Local Law, would be executed by the Town and the Permittee and shall include such additional terms as are reasonably required by the Town, including but not limited to insurance, maintenance bond, truck traffic routes, traffic schedules, inspections and road surveys. All of the vehicles specifically listed in the Permit, including those owned by the Developer, its agents and subcontractors, shall be deemed to be covered by such agreement.

#### **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. It is the Permittee's responsibility to obtain the permission of any railroad companies operating within the Town to schedule traffic across any railroad crossings located on Town Roads as to avoid or minimize delays to rail traffic, and to maintain and repair said railroad crossings, as necessary.

Upon due notice being given to the Permittee and at the Town's option, the Town may allow the Permittee to repair all damages or the Town may arrange the necessary repairs and charge the Permittee for all labor and materials at the prevailing rates. 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 be promptly 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 noncontributory basis with the minimum limits of coverage for bodily injury equal to \$1,000,000.00 for each person injured, \$3,000,000.00 for aggregate bodily injury resulting from each occurrence, and \$1,000,000.00 property damage. A valid Insurance Certification shall be provided with the Permit application and will be maintained on file with the Town Clerk for the duration of the work covered by the Permit.

B. Said insurance shall be maintained throughout the term of the permit or Road Use and Repair Agreement, at the cost and expense of the Permittee, and the aforementioned certificates shall provide for thirty (30) 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 insurance under New York law; shall be covered at the cost and expense of the Permittee.

### **Section 12. Maintenance Bond and Letter of Credit.**

For Permits issued and do not qualify as High Frequency Truck Traffic and therefore require the Permittee to enter into the Road Use and Repair Agreement as stated in Section 9., the Permittee shall present to the Town a maintenance bond in a dollar amount per mile as determined by the Town's Highway Superintendent sufficient to cover the actual cost of repair, reconstruction, and/or any other reasonable and necessary action. In determining the dollar amount per mile, the Highway Superintendent shall take into account the type of road (such as gravel, oil and stone, or paved), the width, the existence of culverts, drainage pipes, bridges, or other features, and such other factors as he maintains are appropriate.

The Permittee shall also present to the Town a bank letter of credit in the amount of \$10,000.00 in favor of the Town guaranteeing compliance with the provisions of the permit. The Permittee shall immediately notify the Town of any change, threatened cancellation, actual cancellation, or expending of the maintenance bond or the letter of credit. Prior to the said letter of credit and/or maintenance bond being changed, cancelled or expended, the Permittee shall renew, extend, or replace the same on the same terms and conditions as originally and immediately provide proof thereof to the Town, and upon the Permittee's failure to do so, the Town, at its option may revoke the permit.

By accepting a maintenance bond and or letter of credit, the Town in no way gives up its rights to proceed directly against the Permittee for any damages that the Town incurs. Such Maintenance Bond shall be maintained for a 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 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 Fremont 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 type and all activity to be performed by Permittee pursuant to this Permit and/or Road Use and Repair Agreement.

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 shall 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 violations of any conditions, the Town Board may suspend any such permit issued hereunder for no more than thirty (30) days, and following a public hearing at which the Permittee shall have the right to appear and be heard, the Town Board 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 Board. A change of ownership or business identity shall also require Board approval.

B. The Town Clerk shall be given three 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.

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 Local Law shall be deemed guilty of a Misdemeanor and, upon conviction thereof, shall be subject to penalties in a fine of not less than \$2,500.00 and imprisonment up to one year.

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 a 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 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.

F. This section shall apply not only to the responsible person who signed the application for the permit but also all vehicle drivers, corporate officers or directors, limited liability members or managers, partners, and all other employees and other persons who are in violation, as well as the business entity itself.

#### **Section 19. Reservation of Town's Rights.**

The Town hereby retains 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 hereafter, to seek reimbursement or compensation for costs related to repairing damages to any Town Road or other Town property.

#### **Section 20. Escrow.**

The Board may hire any consultant and/or expert necessary to assist the Town Board 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 Town Board in connection with the review of any application. The initial deposit shall be the sum of \$10,000.00. However, the Town Board may, in its discretion 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 \$5,000.00. 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 Town Board or its 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 the 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 Town Board 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 full 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 Fremont Town Board in writing and shall, contain the grounds on which the applicant relies for requesting the waiver, including all allegations on any facts on which the applicant will rely. Where the Town Board finds that due to the special circumstances of the particular case a waiver of certain requirements is 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 circumstances 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 Fremont 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.

**26. 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 Town of Fremont was duly passed by the Fremont Town Board on 9/11, 2012, in accordance with the applicable provisions of law.

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 Brian Schu  
Title Attorney for the Town of Fremont

Date: SEPTEMBER 14, 2012

(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 Town of Fremont was duly passed by the Fremont Town Board on September 11, 2012 in accordance with the applicable provisions of law.  
(Name of Legislative Body)

**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 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not disapproved)(repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not disapproved)(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_. 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 \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

**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 19\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not disapproved)(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

\*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 or ordinances.

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

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 cities of said county as a unit and 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.

Norma J. Kelbury  
Clerk of the County legislative body, City, Town or Village Clerk  
or officer designated by local legislative body

(Seal)

Date: September 12, 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]  
Signature

Attorney for the Town

Title

~~County~~  
~~City~~ of Fremont  
Town  
~~Village~~

Date: September 17, 2012

# Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE  
41 STATE STREET, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

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

of Fremont .....

Local Law No. 1 of the year 2012

A local law Town of Fremont Road Preservation Law  
(Insert Title)

Be it enacted by the Fremont Town Board of the  
(Name of Legislative Body)

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

of Fremont ..... as follows:

SEE COPY OF LOCAL LAW ANNEXED HERETO

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



STATE OF NEW YORK  
**DEPARTMENT OF STATE**  
 ONE COMMERCE PLAZA  
 99 WASHINGTON AVENUE  
 ALBANY, NY 12231-0001

ANDREW M. CUOMO  
 GOVERNOR

CESAR A. PERALES  
 SECRETARY OF STATE

September 27, 2012

Town Clerk  
 8217 Cream Hill Road  
 Arkport NY 14807.

**RE: Town of Fremont, Local Law 1 2012, filed on September 21, 2012**

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, [www.dos.state.ny.us](http://www.dos.state.ny.us).

Sincerely,  
 State Records and Law Bureau  
 (518) 474-2755

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <i>Lucia Dreyer</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to:  State Records & Law Bureau Department of State 41 State Street Albany, NY 12231	B. Received by (Printed Name) C. Date of Delivery
2. Article Number (Transfer from service label)	D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No <i>File Local Law</i> <i># 1-2012</i>  3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.  4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
7010 1870 0000 0459 5865	