

Hot Topic: Are GPS Routes Sending Heavy Vehicles Down Main Street? You Can Regulate That!

While the advent of GPS has rendered the motorist struggling to unfold a paper map a more uncommon sight, this modern convenience has had an unintended consequence: heavy trucks traversing town highways and main streets that do not have the capacity to accommodate them. If the town cannot accommodate heavy vehicles on certain highways, options abound:

1. **Road Use Agreement:** Towns have the authority to enter into road use agreements with parties seeking to use heavy vehicles. The enforcement mechanism in Highway Law section 320 provides for treble damages in the event the highways are damaged and the parties involved do not adhere to the agreement
 2. **Road Preservation Law:** The town can adopt a road preservation law pursuant to its home rule authority, wherein the town requires haulers to establish bonds, among other things.
 3. **Truck Routes:** Vehicle and Traffic Law section 1660 authorizes localities to establish truck routes within its jurisdiction. In so doing, the town must follow proper procedure and ensure that trucks are not denied access to state highways by the designated routes.
 4. **Restricting “Jake Brakes:**” Localities may, pursuant to the authority provided by Vehicle & Traffic Law section 386, adopt noise abatement legislation that restricts the use of vehicles using braking systems that use a compression release system.
 5. **Weight limits:** Similar to truck routes, the governing body can adopt a local law restricting certain highways to vehicles under a specific weight while ensuring these vehicles are not denied access to state highways.
- speters@townofroyalton.org

If you would like a sample road use agreement or road preservation local law, please contact Katie Hodgdon at khodgdon@nytowns.org

MODEL ROAD PRESERVATION LAW
TOWN/VILLAGE OF _____ ROAD PRESERVATION LAW
DATE _____

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Be it hereby enacted by the Town/Village Board of the Town/Village of _____, Schoharie County, New York, as follows:

SECTION I: TITLE

This local law may be cited as the "Town/Village of _____ Road Preservation Law."

SECTION II: PURPOSE

The purpose of this local law is to maintain the safety and general welfare of Town/Village 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/Village. 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/Village roads and property from damage from such endeavors that typically require use of heavy equipment with heavy loads.

SECTION III: AUTHORITY

The Town/Village Board of the Town/Village of _____ enacts this local law under the authority granted by Section 10 of the New York State Municipal Home Rule law and the New York State Town/Village law.

SECTION IV: APPLICABILITY

The _____ Town/Village Board delegates to the _____ Highway Superintendent (herein called "Highway Superintendent") the oversight of assuring commercial activities do not have an adverse impact on public roads and property.

SECTION V: DEFINITIONS

1. **Bond:** A commercial bond to ensure that the condition of the town/village roads and/or property impacted by high frequency, high impact 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.
2. **Escrow:** Money put into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.
3. **Final Bond Release:** Final release of the Bond by the _____ Town/Village Board.
4. **High Frequency Truck Traffic:** Traffic to and from a project site that generates more than ten truck trips per day for more than three consecutive days, involving trucks that exceed 20 tons (truck and load combined) that could impact Town/Village roads and/or property. (Not including the operation of year round, permanent facilities such as commercial quarries)
5. **High Impact Truck Traffic:** Other truck traffic of considerable weight (e.g. total weight exceeding 30 tons) and/or size (e.g. trucks requiring escort vehicles) as determined by the Highway Superintendent that could impact Town/Village roads and/or property. Any seismic testing by vibroseis trucks (aka "thumper trucks") is considered high impact truck traffic.
6. **Permittee:** Shall mean and include the holder of a "Road Preservation Vehicle Permit", its contractors, sub contractors, employees and agents, issued pursuant to this Local Law.
7. **Preliminary Bond Release:** A bond release given by the Highway Superintendent based on satisfactory road conditions at project completion.

8. **Project Site:** An area where construction work is performed on a short term basis (i.e. not including year round, permanent business such as commercial quarries).

Construction work includes any of the following:

(a) excavation, including the removal of soil or gravel for off-site use or excavation or filling of trenches, ditches, shafts, wells, tunnels and pier holes, and the use of caissons and cofferdams,

(b) building, including the construction (including the manufacturing of prefabricated elements of a building at the place of work concerned), alteration, renovation, repair, maintenance and demolition of all types of buildings,

(c) civil engineering, including the construction, structural alteration, repair, maintenance and demolition of, for example, airports, dams, river and landslide defense works, roads and highways, railways, bridges and tunnels, viaducts, and works related to the provision of services such as communications, drainage, sewerage, water and energy supplies.

9. **Property:** Shall mean and include any real property (including any improvements therein, thereon or thereunder) or personal property owned by, or leased to, in the Village/Town of _____

10. **Road:** Shall mean and include any 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 utilizes or improvements therein, thereon, or thereunder.

11. **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.

SECTION VI: PERMIT ISSUING AUTHORITY

1. The Highway Superintendent is hereby designated as the authority to receive and approve applications for a Road Preservation Vehicle Permit to use, park, operate, transport, or move High Frequency Truck Traffic and/or High Impact Truck Traffic, as defined above, on, over or across a designated Town/Village Road or other Town/Village property. The Highway Superintendent must submit a copy of the Road Preservation Vehicle Permit to the _____ Town/Village Code Enforcement Officer (herein called "Code Enforcement Officer").

2. The Highway Superintendent is hereby authorized to consult with others (i.e. County Department of Public Works) and/or hire, in compliance with Town/Village Local Laws and procurement policies, any engineer, consultant and/or expert which the Highway Superintendent deems necessary to assist in reviewing and evaluating any application hereunder for a Road Preservation Vehicle Permit.

SECTION VII: APPLICATION AND ROAD PRESERVATION VEHICLE PERMIT REQUIREMENTS

1. The Highway Superintendent is hereby authorized to promulgate: (i) an application form requesting the issuance of a Road Preservation Vehicle Permit, said application shall require the person requesting the permit to provide at time of initial application and continuing thereafter a proposed road map that the High Frequency Truck Traffic and/or High Impact Truck Traffic will travel on, a video or photographic documentation demonstrating the condition of the proposed road and/or property described in the permit, and any other documents, maps, sketches, and plans which the Highway Superintendent may require; (ii) money in escrow, a highway permit bond, maintenance bond, or comparable blanket bond and the amount shall be determined by the Town/Village Board and will be listed on the fee schedule on file with the _____ Town/Village Clerk. The amount of the bond or money in escrow may be changed by the Town/Village Board by Resolution; (iii) a completed *Road Preservation Local Law (RPLL) Worksheet* (Attachment A), available from the Town/Village Clerk or Highway Superintendent. All materials must be submitted to the Highway Superintendent.
2. The Highway Superintendent will decide if the scope of work is such that a Bond or money in escrow is required. If no Bond or money in escrow is needed, the RPLL worksheet is approved by the Highway Superintendent and becomes the Work Permit.
3. Upon issuance of the Work Permit and prior to commencement of the work, 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. The video or photographic documentation will also occur monthly and within two weeks of 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 VIII: HIGHWAY PERMIT BOND/MAINTENANCE BOND/ESCROW ACCOUNT

1. If the Highway Superintendent determines that a Bond is required, the Bond must be paid to the Town/Village of _____ and remitted to the Town Supervisor/Village Mayor. At such time, if ever, that said highway permit bond, maintenance bond, comparable blanket bond is expended, the Permittee shall replace the same within 5 days of the receipt of written notice from the Town/Village, failing which the Road Preservation Vehicle Permit shall be subject to revocation. The Worksheet will then be approved by the Highway Superintendent and becomes the Work Permit.
2. If the Highway Superintendent determines that a source of funds is needed to promptly reimburse the Town/Village for any reasonable costs and expenses incurred by the Town/Village in processing an application for a Road Preservation Vehicle Permit

and/or seeking reimbursement for damages, injuries, discharges or spills involving Town/Village Roads or other Town/Village Property, the applicant for a Road Preservation Vehicle Permit may be required by the Highway Superintendent to file with the Town/Village Clerk of the Town/Village of _____ an initial cash deposit in the sum of \$_____.

3. As used in this section, the term "costs and expenses" shall be determined to include the reasonable fees charged by engineers consultants and/or experts hired in accordance with the provisions of §VI of this law; reasonable administrative costs and expenses incurred by the Town/Village in connection with the permitting process and the repair, restoration and preservation of Town/Village Roads and Other Town/Village Property; and reasonable legal fees, accountants fees, engineers fees, costs, expenses, disbursements, expert witness fees and other sums expended by the Town/Village in pursuing any rights, remedies or claims to which the Town/Village 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 may be required to accompany the filing of the application, and the Town/Village shall maintain a separate escrow account of all such funds.

5. The Town/Village is hereby authorized to withdraw funds from said escrow account (without prior notice to or consent from the Permittee) in order to promptly reimburse the Town/Village for any costs and expenses (as defined herein)

6. Immediately following any such withdrawals, the Town/Village shall give written notice to the Permittee detailing such withdrawals and the reasons therefore.

7. If, at any time during the period when the Road Preservation Vehicle Permit is in effect, this escrow account has a balance less than \$_____, the Permittee shall immediately, upon notification from the Town/Village, replenish said escrow account so that it has a balance of at least \$_____.

8. In the event that there is any balance remaining in the escrow account as of the date that the Highway Superintendent determines the Road Preservation Vehicle Permit has expired and further determines that no damages or injuries have been caused to any Town/Village road or other Town/Village Property for which the Town/Village has not been fully reimbursed, the Town/Village shall pay to the Permittee the balance remaining in the escrow account.

9. Upon completion of the project, the Permittee will apply to the Highway Superintendent for a Preliminary Bond Release. Upon inspection of the work site, as necessary, the Highway Superintendent may approve the release of the Bond. If the release is not approved, the Superintendent will specifically document the tasks that must be accomplished in order for the Bond to be released. In this case the Permittee will

remedy the specified problem(s) items and then reapply for a Bond Release. Final Bond release must be approved by the Town/Village Board for repayment of the Bond funds.

SECTION IX: STOP WORK ORDERS:

The Highway Superintendent and the Code Enforcement Officer shall each have the right and authority to issue stop work orders to those operating violations of the terms of the Road Preservation Vehicle Permit, in violation of this Local Law, in violation of applicable provisions of law, or in violation of any conditions or requirements set forth in any permit issued by the New York State Department of Environmental Conservation; or contrary to the conditions upon which its Road Preservation Vehicle Permit was issued.

SECTION X: REVOCATION OF ROAD PRESERVATION VEHICLE PERMIT

Upon violation of any provisions of the Road Preservation Vehicle Permit, or violation of any provisions of this Local Law, the Highway Superintendent may suspend any such permit until there is remedy of the violation in the allocated time period set by the Highway Superintendent. A public hearing may be scheduled by the Town/Village Clerk of _____ at which the Permittee shall have the right to appear and be heard. The Highway Superintendent may permanently revoke any Road Preservation Vehicle Permit on written notice to the Permittee.

SECTION XI: OTHER SPECIAL CONDITIONS

1. In no event shall vehicles or equipment be parked or located outside the roadway boundaries or block access to neighboring landowners.
2. Traffic will be maintained in accordance with the Uniform Traffic Control Manual.
3. The Permittee shall supply proof of insurance co-naming the Town/Village of _____ within a minimum of \$3 million liability insurance coverage. The Town/Village shall be notified 30 days prior by the insurance company of determination of such coverage.
4. The Permittee shall be responsible for any and all repairs of damages caused by their operation to any Town/Village property.
5. This Law applies to the entire duration of any project that induces High Frequency Truck traffic and/or High Impact Truck Traffic, as defined above.
6. The Road Preservation Vehicle Permit shall not be assigned, conveyed, pledged or transferred without the express prior written consent of the Highway Superintendent.

7. The Highway Superintendent shall be given one week's written notice in advance by said Permittee of the date when the permittee intends to begin the activity authorized by the Road Preservation Vehicle Permit, and shall be given prompt written notice of its completion.
8. The Road Preservation Vehicle Permit shall not authorize the holder thereof to exceed the maximum gross weight limit authorized for crossing any bridge. The Highway Superintendent shall have the authority to reasonably alter the proposed roads and other property set forth in the application before a permit is issued or after a permit is issued.
9. The Town/Village of _____ makes no warranties or representations as to the conditions or fitness of any Road or other Property; or their fitness for any intended use; or the Town's/Village's rights, titles or interests therein or thereto.
10. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

SECTION XII: FEE

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

SECTION XIII: REQUEST FOR A WAIVER

Request for a waiver from the standards set forth in this Local Law shall be made to the _____ Town/Village 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/Village 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 waiver may be granted. No waiver shall be granted, however, unless the Town/Village 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 XIV: INVALID SEGMENT

In 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/Village of _____ hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision.

SECTION XV: EFFECTIVE DATE

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

**ATTACHMENT A
ROAD PRESERVATION LAW WORKSHEET**

1. Hauler/Project Sponsor: _____
Address: _____
Phone: _____ Email: _____

2. Work description (i.e. logging, telecommunications facility construction, gravel mining, natural gas drilling, wind energy facility construction, etc.):

3. Work Location: _____

4. Proposed Truck Routes (includes miles to be traveled on each road):

5. Landowner: _____
Address: _____
Phone: _____
Email: _____

6. Start Date: _____
Completion Date: _____
Expect 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: _____

Town/Village Supervisor/Mayor Signature

LOCAL LAW NO. 2-2012

TOWN OF CHENANGO, NEW YORK

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

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

Section 1. Title

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

Section 2. Authority for this Local Law

The Town Board of the Town of Chenango 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 and Town Law, specifically subsection 1(ii)(a)(6), which allows towns to adopt local laws regarding the acquisition, care, management and use of its highways, roads, streets, avenues and property.

This Local Law is also enacted pursuant to the authority of subdivision 2 of section 23-0303 of the Environmental Conservation Law of the State of New York which provides that "The provisions of this article shall supersede all local laws or ordinances relating to the regulation of the oil, gas and solution mining industries, but shall not supersede local government jurisdiction over local roads or the rights of local governments under the real property tax law."

This Local Law is enacted pursuant to the authority of Highway Law Section 140, wherein the Highway Superintendent must cause certain highways and bridges within the Town, to be kept in repair, to bring an action in the name of the town, against any person or corporation, to sustain the rights of the public, in and to any town highway in the town, and to enforce the performance of any duty enjoined upon any person or corporation in relation thereto, and to recover any damages sustained or suffered, or expenses incurred by such town, in consequence of any act or omission of any such person or corporation, in violation of any law or contract in relation to such highway and other powers thereunder.

Additionally, this Local Law is enacted pursuant to the authority of Highway Law Section 320, which requires that those that injure any highway or bridge maintained at the public expense, by drawing or propelling over the same a load of such weight as to injure or destroy the culverts or bridges along the same, or of such weight that will destroy, break or injure the surface of any improved town highway, or by any other act shall for every such offense forfeit treble damages.

This local law also relies upon Town law section 130, which allows towns to enact ordinances, rules and regulations not inconsistent with law, regulate the use of streets, highways, sidewalks and public places by motor and other vehicles and regulating the manner in which excavation may be made in or under the streets, highways, sidewalks or public places and requiring an indemnity bond as a condition precedent thereto or the town board may require as the condition precedent thereto, the deposit in cash of such an amount as the board may determine necessary to cover the probable expense to the town of the replacement by the town of the street, highway, sidewalk or public place, and the unexpended balance, if any, shall be refunded to the depositor.

Lastly, this local law is enacted pursuant to Vehicle and Traffic law section 1660, which allows towns to provide for the creation of truck routes, for the permanent and temporary exclusion of certain traffic and for the adoption of additional reasonable ordinances and local laws with respect to traffic as local conditions require.

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 exuberate 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.

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 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 axels and which traverses/travels over 100 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, 100 miles and 5 consecutive work days shall be used for both individual permits and Blanket 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 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 axels shall be counted on each vehicle separately; however, the number of miles shall be the combination of all vehicles with 3 or more axels.

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 Town Board deems necessary

Town: Town of Chenango, a municipality located in the County of Broome, State of New York.

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

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

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 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 Chenango, except that High Frequency Truck Traffic operated in the Town of Chenango shall be restricted (except as expressly hereinafter permitted) to the following designated "truck route system" and Local Delivery as provided in Section 6 following:

1. The designated "Town of Chenango Chenango 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 Chenango.

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 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 on that project, site or work location.

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 under this local law 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 to the Town Code Enforcement Officer and the Highway Superintendent for their review and recommendation to the Town Board.

C. The Town Board is hereby designated as the authority 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 Broome County and New York State Police or other officials authorized by the Town Board of the Town of Chenango. Violations may be reported by verbal or written complaint by at least one person, including the enforcement officer.

Section 8. Application and Permit Form

At time of initial application and continuing thereafter, the person requesting the permit shall provide the following on an application form to be promulgated by the Town Clerk :

- 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 Vehicle Registrations for each vehicle,
- 4) Copies of valid New York State Special Hauling Permits, if any, for each vehicle, or copies of Out-of-State Registration and Highway Use Tax Permit where required.
- 5) Proof of Insurance as required herein,
- 6) Permit fee of \$100 per permit and \$500 per blanket permit;
- 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, the applicant intends to use more than one vehicles on this specific project, site or work location, 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 by 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 possible additional 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 Broome County or New York State 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 Town Board within one week of recording. Failure to submit the required video or photographic documentation shall be subject to immediate revocation by the Town Board of the Permit issued under this local law.

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 maintenance agreement in lieu of separate permits for each vehicle(s) or even a blanket permit. Said road maintenance 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 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, culverts, 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 so 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 wage rates established pursuant to the New York State Labor Law. 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 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) 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 in the amount of \$250,000.00 and 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. 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) days written notice from the Town, failing which the permit shall be subject to revocation.

Such Maintenance Bond and bank letter of credit shall be maintained for at least a period of one year after termination of the Permit or the time that repairs have been approved by the Town, whichever shall be longer. 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 Chenango 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 pursuant to this permit.

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 as evidenced by the signature of the Permittee on said Permit.

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 which order shall be subject to appeal to the Town Board in the same manner as revocation of said Permit as set forth in Section 16 of this local 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 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.
- 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 fire fighting business or practice exercises of said fire companies.

(2) Maintenance, repair and service vehicles owned and operated by a utility company or authority and on official utility business.

(3) Emergency vehicles

F. Valid insurance, maintenance bonds and letters of credit shall be maintained as required herein.

G. Traffic will be maintained in accordance with the Uniform Traffic Control Manual. Stacking of vehicles involved in delivery to any project site shall not be allowed on Town roads.

H. If any of these conditions are not met, the permit is automatically voided and all work shall cease upon issuance of a Stop Work order, which shall be subject to the same provisions regarding revocation of a permit set forth in Section 16 of this local law.

I. . Nothing contained in this Local Law 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

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 \$1,000 and imprisonment up to one year.

B. In addition to those penalties prescribed herein, any person who violates any provision of this local law 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 provide 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 local law. In particular, but not by way of limitation, where there is an violation of this local law, 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 local law. 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 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 \$5,000. 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 \$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 Permit issued under this local law. 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 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 (with 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 one year after the date that the Town Board determines that the Permit has expired or has been terminated 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 Chenango 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 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 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 Chenango 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

A Local Law Providing That a Permit be Required for Use of Town of Chenango Roads by Vehicles With Gross Weight in Excess of the Limitations Allowed in Section 385 of the Vehicle and Traffic Law of the State of New York, adopted on December 9, 2008, be and same is hereby repealed. The repeal of said Local Law shall not affect or impair any act done, offense committed or right accruing, accrued or acquired, or liability, penalty, forfeiture or punishment incurred

prior to the time such repeal takes effect, but the same may be enjoyed, asserted, enforced, prosecuted or inflicted, as fully and to the same extent as if such repeal had not been effected.

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.

"APPENDIX A"
DESIGNATED ROUTE

"APPENDIX A"
Posted Highway Restoration and Upgrade Review Checklist

Operator:	
County:	
State Route:	
Limits:	
Date:	

Requirement	Included or Addressed		Comments or Recommendations
	Yes	No	
Plan Requirements			
Typical sections			
Superelevation addressed			
Detail for tie-in to at grade structures			
Traffic control plan			
Detour			
Short term flagging			
Other			
Erosion control plan			
Pavement design, (Include anticipated traffic)			
Work schedule or project phasing			
Right-of-Way			
All proposed work within existing right-of-way			
Authorization to enter/waiver of claim for driveways			
Coordination for detours			
Posted bridges along proposed detour			
Emergency services contacted			
Local municipalities contacted			
Businesses along route contacted			
Local school district contacted (if required)			
Local property owners contacted			
Will mailboxes need reset			
Has post office been notified			
Utilities			
Minimum overhead clearance maintained			
Underground utilities located			
Drainage			
Cross pipes reviewed by			
Replacements included or coordinated			

Requirement	Included or Addressed		Comments or Recommendations
	Yes	No	
Underdrain included in proposal			
Parallel ditch cleaning needed			
Included in project or coordinated with			
Bridges within project limits			
Deadload check completed for proposed overlays			
Conflict with scheduled projects			
Guiderail within project limits			
Reset included in project			
Line painting included in project			
Route signs			
Will signs need reset as a result of proposed work			
Resetting of signs coordinated with			
Brush and tree trimming or removal			

Example

ROAD PRESERVATION LAW

TOWN OF _____

ROAD PRESERVATION LOCAL LAW

JANUARY 1, 2014

Section I – Purpose

Section II – Applicability

Section III – Definitions

Section IV – General Provisions

Section V: Seismic Testing Special Conditions

Section VI: Other Special Conditions

Section VII – Fees

Section VIII – Appeals

Section IX – Request for Variance

Section X – Invalid Segment

Section XI – Effective Date

Attachment A – Road Preservation Local Law Worksheet

Attachment B – Fee Schedule

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, mining, and natural gas drilling, 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 _____ hereby enacts the following Road Preservation Local Law pursuant to the provisions of the Municipal Home Rule Law.

SECTION II: APPLICABILITY

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

SECTION III: DEFINITIONS

1. *High Frequency, High Impact Truck Traffic*: Traffic to and from a single project site that generates more than ten truck trips per day for more than four consecutive days, involving trucks that exceed 20 tons (truck and load combined) that could impact Town road right-of- ways. Any seismic testing by vibrasise trucks (aka "thumper trucks") is considered high frequency, high impact truck traffic.

2. *Bond*: A commercial bond to ensure that the condition of the town roads impacted by

high frequency, high impact truck traffic is left in as good or better condition at the completion of the project as they were at the start of the project.

3. *Road Preservation Local Law Worksheet (Appendix A)*: Worksheet is to be completed

by hauling contractor or project sponsor, summarizing the project, project location, start and completion dates, expected max gross vehicle weight used for the project, proposed truck routes, and any other items that the Town Highway Superintendent deems necessary.

4. *Preliminary Bond Release*: A bond release given by the Town Highway

Superintendent based on satisfactory road conditions at project completion.

5. *Final Bond Release*: Final release of the Bond by the _____ Town Board.

SECTION IV: GENERAL PROVISIONS

1. Prior to the start of any project that involves high frequency, high impact truck traffic that could have an impact on Town right-of-ways, a permit must be obtained. A bond amount shall be determined by the Town Board and will be listed on the fee schedule on file with the _____ Town Clerk. The amount of the bond may be changed by the Town Board by Resolution. A completed *Road Preservation Local Law (RPLL) Worksheet* (Attachment A), available from the Town Clerk or Town Highway Superintendent, must be submitted to the Highway Superintendent.

2. The Highway Superintendent will decide if the scope of work is such that a Bond is required. If no Bond is needed, the RPLL worksheet is approved by the Superintendent and becomes the Work Permit.

3. If the Highway Superintendent determines that a Bond is required, the bond must be paid to the Town of _____ and remitted to the Town Supervisor. The Worksheet will then be approved by the Highway Superintendent and becomes the Work Permit.

4. Upon issuance of the Work Permit and prior to commencement of the work, the hauling contractor or project sponsor will arrange for video documentation of condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic. The video documentation will be conducted by an independent third party and will be submitted to the Town Supervisor prior to commencement of the work. Video documentation will also occur monthly and within two weeks of the conclusion of the permitted work. All video documentation will be submitted to the Town Supervisor within one week of recording. Failure to submit the required video documentation will result in immediate revocation of the Work Permit.

4. Upon completion of the project, the hauling contractor or project sponsor will apply to the Highway Superintendent for a Preliminary Bond Release. Upon inspection of the work site, as necessary, the Highway Superintendent may approve the release of the Bond. If the release is not approved, the Superintendent will specifically document the tasks that must be accomplished in order for the Bond to be released. In this case, the hauling contractor or project sponsor will remedy the specified problem(s) items and then reapply for a Bond Release. Final Bond Release must be approved by the Town Board for repayment of the Bond funds.

5. If the hauling contractor or project sponsor 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 the project.

6. The hauling contractor or project sponsor will be responsible for the repair of any damages that occur to the Town of _____ road right-of- ways, *when a project proceeds without a proper permit.*

SECTION V: SEISMIC TESTING SPECIAL CONDITIONS

The hauling contractor or project sponsor shall supply proof of insurance co-naming the Town of _____ with a minimum of \$3 million liability insurance coverage. The Town shall be notified 30 days prior by the insurance company of termination of such coverage.

SECTION VI: OTHER SPECIAL CONDITIONS

1. In no event shall vehicles or equipment be parked or located outside the roadway boundaries nor block access by neighboring landowners.

2. Traffic will be maintained in accordance with the Uniform Traffic Control Manual.

3. No ATVs or Four-wheelers will be allowed to operate in or on the Town road or right-of-way.

4. The hauling contractor or project sponsor shall be responsible for any and all repairs of damages caused by their operation to any Town property.

5. This law applies to the entire duration of any project that induces high frequency high impact traffic, as defined above, for any single five-day interval of the project duration.

6. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

SECTION VII: FEE

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

SECTION VIII: APPEALS

Contractor has the right to appeal to _____ Town Board.

SECTION IX: REQUEST FOR VARIANCE

Request for a variance from the standards set forth in this Local Law shall be made to the _____ Town Board in writing and shall contain the grounds on which the appellant relies for requesting the variance, including 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 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 X: 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 XI: EFFECTIVE DATE

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

ATTACHMENT A
ROAD PRESERVATION LAW WORKSHEET

1- Hauler/Project Sponsor:

Address: _____

Phone: _____

2-Work Description (logging, gravel mining, natural gas drilling etc.):

Work Location:

Proposed Truck Routes (include miles to be traveled on each road):

3- Landowner: _____

Address: _____

Phone: _____

4-Start Date: _____

Completion Date: _____

Expect maximum gross vehicle weight :

Maximum truck trips per day:

5-Bond Amount: Date Paid:

Approval Date:

Hwy Superintendent

6-Preliminary Bond Release Application Date: _____

7-Defincies to be repaired:

8-Final Bond Release Application Date: _____

9-Final Bond Release: _____ Date: _____

Town Supervisor

ATTACHMENT A**FEE SCHEDULE**

Road Type	Dirt and/or Gravel	Chip Seal (gravel with tar)	Asphalt with base >7"	Asphalt with base <7"
Bond per mile traveled	\$3500	\$15,000	\$54,570	\$94,200
Multiply by Number of miles				
Multiply by Number of vehicles on the peak travel day of the project				
ROAD TOTALS:				
Structures (bridges and/or culverts by diameter)	60" up to 19'-11"		20' and greater*	
Bond per structure	\$ 500,000		\$1,500,000	
Multiply by number of structures				
STRUCTURE TOTALS:				
BOND TOTAL:				



Welcome Town of Candor

[Home](#)
[Town Board](#)
[Planning Board](#)
[Code Enforcement](#)
[Town Clerk](#)
[Highway](#)
[Assessor](#)
[Justice](#)
[Village](#)
[Legal Notices](#)

Road Use Agreement:

ROAD USE AGREEMENT

This Road Use Agreement ("Agreement") is entered into this ____ day of _____, 2010 between _____, with its primary business address at _____ ("Contractor"), and the Town of Candor, a municipal corporation having offices at 101 Owego Road, Candor, New York 13743 ("Town").

RECITALS

WHEREAS, Contractor is engaged in the business of or a business associated with "natural gas development and production", which for purposes of this Agreement means any business relating to or supporting the exploration for, extraction of or transportation of natural gas (herein referred to as "business operations"); and

WHEREAS, Contractor will necessarily need to traverse Town highways, roads and related fee-owned land, rights-of-way or easements, bridges and culverts owned or maintained by the Town (collectively "Town roads") with trucks, machinery and equipment, and other similar vehicles and conveyances (collectively "vehicles"); and

WHEREAS, Contractor acknowledges that the nature and frequency of heavy vehicular traffic on the Town roads in connection with its business operations will exceed the normal and anticipated use of Town roads, causing damage which may either be structural or functional and which will in turn increase overall maintenance, oversight, repair, and replacement costs to the Town in connection with the Contractor's business operations and which damage may be immediate or may be gradual and delayed; and

WHEREAS, the Town seeks guarantees and assurances from Contractor that Contractor will pay and/or otherwise indemnify the Town for any damage to the Town roads arising from or related to the Contractor's business operations activities;

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the Town, each intending to be legally bound, agree as follows:

1. Contractor Responsibilities.

a. Contractor shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof which are or may be required for its business operations by governing law, and Contractor shall not permit any vehicles to be operated or placed on any Town roads while its business operations are not approved by an applicable permit.

b. To the extent that the Contractor's business operations involve installation of permanent facilities below road surfaces, Contractor shall be responsible for obtaining any consents, easements or rights-of-way from the Town and appropriate property owners to authorize the installation of such facility.

c. Contractor agrees that it shall be responsible for ensuring that all debris, garbage, and waste deposited upon Town roads as a result of its business operations are disposed of promptly and in accordance with governing law.

d. Contractor shall pay in full the cost of improving Town roads in order to prevent damage and for maintaining and repairing Town roads damaged as a result of the Contractor's business operations.

e. Contractor shall defend and indemnify the Town its consultants and agents and employees or any of them, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance or omissions connected with its business operations, whether performed or to be performed by the Contractor or by others, or arising out of or resulting from any damage to the Town roads, but only to the extent caused in whole or in part by the acts, actions, omissions, negligence, fault or breach of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose act either or both of them may be liable, regardless of whether or not any such claim, damage, loss or expense is caused in part by the party indemnified hereunder. This indemnification provision shall include, without limitation, fees and disbursements of counsel incurred by the Town in any claim, action or proceeding connected with such personal injuries, or death, or property damage related to the Contractor's business operations, and such provision shall also cover and include any losses or damages incurred by any third party that are related, in whole or in part, to the Contractor's business operations, anyone directly or indirectly employed by either party, or anyone for whose act either party may be liable. The Contractor is not obligated to indemnify the Town for damage caused by the Town's own negligence.

f. Contractor shall enter into an Escrow Agreement with the Town in the form set forth in Attachment I as security for its obligations to the Town under this Agreement.

g. Contractor shall maintain insurance coverage and provide to the Town Certificates of Insurance

evidencing that the Contractor has and shall maintain policies of liability insurance coverage naming the Town as additional insured in the amount of at least:

<u>Commercial General Liability (CGL), including:</u>		
<ul style="list-style-type: none"> • Products & completed operations shall not be excluded. • Town of Candor shall be named as an additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. • Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. 		\$5,000,000/\$10,000,000 Per occurrence/minimum annual aggregate limit
<u>Automobile Liability</u> (Comprehensive Form) Must cover owned, non-owned and hired vehicles		\$1,000,000 Combined Single Limit
<u>Workers' Compensation and Employer's Liability</u>		Statutory Amounts
<u>Disability Insurance</u>		Statutory Amounts

Said insurance shall be maintained throughout the term of the Agreement and the aforementioned certificate shall provide for 30 days notice to the Town prior to cancellation of coverage. Except where prohibited by law, the Town will require its insurers to waive all rights of recovery or subrogation against Contractor, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Agreement.

h. Contractor shall obtain and maintain throughout the term of this Agreement a 911 address for each and every gas well or other and related appurtenances

2. Road Surveys and Routes.

a. No later than four (4) weeks prior to the Contractor undertaking any actions in furtherance of its business operations, Contractor shall provide the Town Highway Superintendent with a list of the Town roads that it intends to traverse in connection with its business operations.

b. Within that four (4) weeks, Contractor and the Town Highway Superintendent shall agree upon a designated truck route to be used for all vehicles engaged in the Contractor's business operations. Final decision shall be that of the Town Highway Superintendent. A description of the road route agreed upon will be deemed a supplemental exhibit to this Agreement, incorporated herein and made a part hereof (hereinafter "Road Route").

c. Prior to undertaking its business operations Contractor will prepare a video road survey and a written road survey of the roads identified in the Road Route in a format acceptable to the Town Highway Superintendent and provide the same to the Town Highway Superintendent.

d. If, in the opinion of Highway Superintendent of the Town, the Road Route includes seasonal or gravel roads which cannot, due to their construction and condition, withstand the structural and functional damage anticipated by the operation or placement of vehicles on and over Town roads in connection with the Contractor's business operations, the Contractor agrees to make or cause to be made such improvements ("Work") in accordance with the Town road standards as may be necessary to accommodate the heavy vehicular traffic prior to traversing the Road Route. Contractor shall not operate or place any vehicles on any Town road identified in the Road Route until all improvements required under this Agreement are made and approved by the Town Highway Superintendent. The Town Highway Superintendent shall issue a certificate of approval when all required improvements have been made and approved.

e. After all improvements to the Town roads within the Road Route have been completed the Town Highway Superintendent shall make an estimate of the cost to maintain and repair the Town roads within the Road Route and recommend to the Town Board an amount to be deposited into the Escrow Fund as security for the Contractor's obligations hereunder. The Town Highway Superintendent's recommendation shall take into account the condition of the Town roads in the Road Route at the commencement of the Contractor's business operations, the presence or absence of bridges in the Road Route, the likely cost of repairing the Town roads in the Road Route, the potential use of the roads in the Road Route by other contractors and the availability of resources for repairing the Town roads in the Road Route under other road use agreements, and the Town's experience with the Contractor for maintaining and repairing Town roads under other road use agreements. The Town Board shall establish the initial amount to be deposited in the Escrow Fund based upon the Town Highway Superintendent's recommendation and the Contractor's comments. The Contractor shall not operate or place any vehicles on any Town roads until the Escrow Agreement is completed and signed and the escrow funds have been deposited. If during the term of this Agreement the Town Highway Superintendent determines that the Escrow Fund has been depleted below the amount required to provide adequate security to the Town for the Contractor's obligations under this Agreement, the Town Highway Superintendent shall recommend to the Town and to the Contractor that additional funds

sufficient to provide adequate security to the Town for the Contractor's obligations under this Agreement be deposited into the Escrow Fund by delivering a notice that the Escrow Fund is inadequate to the Town and to the Contractor ("Notice of Inadequacy"). The Contractor shall not operate or place any vehicles on any Town roads while there exists an unresolved "Notice of Inadequacy".

f. At any time the Contractor determines that its business operations with respect to this Agreement have ceased, the Contractor shall notify the Town Highway Superintendent in writing that it has ceased its business operations and has discontinued operating or placing vehicles on and over Town roads within the Road Route. ("Notice of Cessation of Business Operations"). The Contractor shall deliver with the Notice a post-construction video road survey and written road survey of the Town roads identified in the Road Route in a format acceptable to the Town Highway Superintendent.

g. Within 14 days following the Town Highway Superintendent's receipt of the Notice of Cessation of Business Operations and the post-construction video road survey and written road survey, the Town Highway Superintendent shall notify Contractor in writing of any damage to the Town roads listed in the Road Route that arose from or is related to the Contractor's business operations and the cost of repairing any such damage. Such Damages shall be valued in accordance with the FEMA Rate Books.

3. Bridges.

In order to further preserve the lifespan of Bridges in the Town of Candor; more specifically the fourteen (14) Town Bridges, the Contractor shall not operate or place any vehicles on, over or across any bridge in excess of the weight limit set for such bridge. If the Contractor cannot perform any operation reasonably necessary to its business operations without moving or placing a vehicle exceeding the established weight limit on, over or across a bridge then the Contractor shall perform the following, in the listed order of the Town's preference to avoid crossing bridges:

- i. Create a truck by-pass to the Bridge(s)
- ii. Pump water from the point prior to the Bridge(s) to the destination or a retainer, without crossing the Bridge(s)
- iii. Be rerouted to avoid the Bridge(s)
- iv. Crib the Bridge(s)

In the event the Contractor violates this provision regarding bridges the Town Highway Superintendent may give notice to the Contractor directing the Contractor to cease using all Town roads in the Road Route until the Town Highway Superintendent completes such inspection of the bridge as may be necessary to determine whether the bridge was damaged as a result of the Contractor's violation and the Town Highway Superintendent has caused all required repairs to be made to restore the condition of the bridge damaged. The Town Highway Superintendent shall pay the cost of all inspections and any repairs from the funds in escrow. The Town Highway Superintendent shall notify the Contractor in writing of the work done and the amount withdrawn from the escrow funds to pay the cost of the work within two business days of commencing the work.

4. Road Damages.

a. If the Town Highway Superintendent learns that any Town road within the Road Route has not been maintained properly or has been damaged as a result of the Contractor's business operations, other than damage constituting an immediate danger to public health or safety, the Town Highway Superintendent shall cause the necessary maintenance or repair to be made and pay the cost of such maintenance or repair from the funds in escrow. The Town Highway Superintendent shall notify the Contractor in writing of the work done and the amount withdrawn from the escrow funds to pay the cost of the work within two business days of commencing the work.

b. If the Town Highway Superintendent learns of any damage to a Town road in the Road Route resulting from the Contractor's business operations and the damage in the opinion of the Highway Superintendent, constitutes an immediate danger to the public health or safety then the road shall be closed. The Town Highway Superintendent shall cause the necessary repairs to be made to re-open the Town road and pay the cost of such repair from the funds in escrow. The Town Highway Superintendent shall notify the Contractor in writing of the work done and the amount withdrawn from the escrow funds to pay the cost of the work within two business days of commencing the work.

c. The manner of repair of any road damage described in this Agreement shall be at the discretion of the Town Highway Superintendent. The Town Highway Superintendent in exercising his discretion shall apply Town road standards that are otherwise applicable throughout the Town for the type of road involved.

d. The Contractor shall have an affirmative duty to notify the Town Highway Superintendent of any damage to a Town road within one hour of learning of the damage. The Contractor shall not make any repairs to any Town road without first receiving the Town Highway superintendent's approval of the nature and scope of the intended repair.

5. Injunctive Relief.

The Town may enforce the provisions of this agreement by seeking an injunction from a Court having

jurisdiction.

6. Attorneys' Fees and Expenses of Enforcement.

In the event of litigation to enforce any provision of this Agreement as a result of one party's breach, the prevailing party shall be entitled to collect (in addition to any other remedies or damages) reasonable attorneys' fees, costs and expenses connected with such litigation and any subsequent enforcement or collection of a judgment.

7. Subcontracts

Contractor hereby agrees to incorporate into its subcontracts, purchase orders, or other such agreement with any other party furnishing labor, material or services for Contractor's work, all provisions required by law and all provisions of this contract that affect the Town's rights. This contract, however, shall not create a contractual relationship between the Town and Contractor's subcontractors or suppliers.

8. Termination.

After the Contractor's delivery of a Notice of Cessation of Business Operations and upon payment of the amount established by the Town Highway Superintendent as the cost to repair damages to the Town roads or the completion of all such repairs, whichever occurs first, the Contractor may submit a request to the Town Board to terminate this agreement and receive refund of the balance of funds held in escrow, if any. The Contractor shall present to the Town its certificate that it has ceased its business operations with respect to this Agreement and an undertaking that it will not resume business operations with respect to the same Road Route without entering into a new Road Use Agreement containing substantially the same terms as provided for in this Agreement.

9. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

10. Modifications.

This Agreement cannot be changed orally, but only by Agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

11. Severability.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

12. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

13. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Contractor may not assign this Agreement to any subsidiary or affiliate or entity owned or controlled by Contractor or said subsidiary, affiliate or entity, or as part of the sale of that part of its business, or pursuant to any merger, acquisition, consolidation or other reorganization, without the Town's written prior consent. Any assignee of the Contractor shall be deemed to have all of the rights and obligations of the Contractor as set forth in this Agreement. It is understood that no assignment shall release the Contractor from any of its obligations hereunder.

14. Entire Agreement.

The entire Agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof.

15. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

16. Notice.

a. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, or (2) upon the third day following delivery via the U.S. Postal Service, or (3) on the first day following delivery via a nationally registered United States overnight courier service, or (4) on the day when sent by facsimile transmission if additional notice is also given under (1), (2), or (3) above within three (3) business days thereafter.

b. For purposes of this Agreement only, any notices to the parties shall be directed to the party as set forth below:

For Contractor:

Contractor
Address

For Town of Candor:

Town of Candor
101 Owego Road
Candor, New York 13743

IN WITNESS WHEREOF, Contractor and the Town have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

Contractor

By: _____

Title: _____

Town of Candor

By: _____

Darlene Cobler, Supervisor

Kevin Noble, Highway Superintendent

Attachment I – Escrow Agreement

Attachment II – Road Route

ATTACHMENT I

ESCROW AGREEMENT TO SECURE PAYMENT TO REPAIR ROADS

FOR VALUABLE CONSIDERATION this Escrow Agreement ("Escrow Agreement") is entered into this ____ day of _____, 2010 between _____, with its primary business address at _____ ("Contractor"), the Town of Candor, a municipal corporation having offices at 101 Owego Road, Candor, New York 13743 ("Town") and _____, a financial institution having its principal office at _____ ("Escrow Agent").

Whereas, the Contractor and the Town have entered into a Road Use Agreement ("RUA") contemporaneously herewith; and Whereas, the RUA provides that the Contractor will furnish cash in escrow to secure and guarantee the Town against damage to the Town roads and bridges in connection with the Contractor's business operations as defined in the RUA;

Whereas, the Contractor, the Town and the Escrow Agent wish to establish the terms and conditions for holding and releasing the escrow funds;

Now, Therefore, the parties hereto agree as follows:

1. DEPOSIT IN ESCROW.

Contractor hereby deposits and assigns to the Town all of the Contractor's interest in the cash amount of \$ _____ as a collateral security deposit made by Contractor with _____ ("Escrow Agent") for the purpose of securing the Contractor's obligations under a Road Use Agreement made between the parties contemporaneously herewith.

2. INCREASES IN ESCROW FUNDS.

All deposits into the escrow fund and any increases in the fund due to interest or other income shall be considered to be part of the escrow fund and shall be held and released in the same manner as all escrow funds held pursuant to this agreement.

3. PAYMENTS FROM ESCROW FUNDS.

Escrow Agent shall pay escrow funds only to the Town of Candor upon written application signed by the Town Highway Superintendent and the Town Supervisor or Deputy Supervisor. Receipt of the Town Highway Superintendent and the Town Supervisor or Deputy Supervisor shall constitute a complete receipt and release of the Escrow Agent for any payments evidenced by the signed receipt. Escrow Agent shall promptly pay funds upon the Town's written application therefore and shall not withhold funds or refuse payment of any funds held on account for any reason.

4. LIABILITY OF ESCROW AGENT.

The Escrow Agent's obligation under this agreement shall be limited to holding and disbursing the escrow funds in accordance with the terms of this Agreement. Escrow Agent shall have no liability or obligation with respect to the Escrow Fund except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Fund in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed

or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which the Escrow Fund is deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Parent shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

5. FEES AND EXPENSES OF ESCROW AGENT.

Escrow Agent shall be entitled to receive its ordinary fees and expenses for maintaining the account in accordance with its customary practices. Escrow Agent shall provide periodic statements of its fees and expense to the Contractor and to the Town. No fees or expenses shall be deducted from the escrow funds without prior written consent of the Contractor and the Town.

6. TERMINATION.

This agreement and the Escrow Agent's obligations hereunder shall terminate when all escrow funds have been paid and the account has been closed.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date indicated above.

Dated: Contractor
By: _____
Town of Candor
Dated: By: _____
Darlene Cobler, Supervisor
By: _____
Dated: Escrow Agent

ATTACHMENT II

ROAD ROUTE

[TOWN OF CANDOR PUBLIC WORKS DEPARTMENT LETTERHEAD]

To Contractor
Address
Method of delivery

CERTIFICATE OF APPROVAL

The undersigned, Highway Superintendent for the Town of Candor, New York, has inspected the roads designated in the attached Road Route and hereby certifies that:

____ No improvements to the roads are required
____ All required improvements to the roads have been completed

The Contractor is authorized to operate and place vehicles on the Town roads designated in the attached Road Route subject to the continuing obligations under the Road Use Agreement made between the Contractor and the Town of Candor and dated _____, 2010.

Dated: Kevin Noble, Town Highway Superintendent

[TOWN OF CANDOR PUBLIC WORKS DEPARTMENT LETTERHEAD]

To Contractor
Address
Method of delivery

NOTICE OF INADEQUACY OF ESCROW

PLEASE TAKE NOTICE that the Town of Candor Highway Superintendent has determined that the funds now held in escrow pursuant to a Road Use Agreement between the Contractor and the Town of Candor dated _____, 2010 are not adequate to secure the Contractor's continuing obligations under the Road Use Agreement for the reason set forth in the attached report.

The Town Highway Superintendent has determined that the sum of \$ _____ should be held in escrow as security for the Contractor's continuing obligations under the Road Use agreement.

The amount now held in Escrow pursuant to the Agreement is \$ _____

The Town Highway Superintendent recommends that the Contractor deposit into the Escrow Account the additional sum of
\$ _____

Dated: _____
Kevin Noble, Town Highway Superintendent

cc: Candor Town Board

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