



TOWN OF GROTON

ROAD WORK PERMIT— APPLICATION FEE: \$75.00

Applicant:		
Address:		Telephone:
Fax #:	Start Date:	Expected Duration:
General Contractor		
Address:		
Telephone:	Fax#:	Permit Expires
Excavation Information: Road Bore: Yes / No Road Cut: Yes / No		
Work Location:		
Work Description:		

A **SECURITY DEPOSIT** of **\$10,000.00** must be paid to the TOWN OF GROTON before any work is done. Check should be Made out to: Town of Groton. (Check # _____, received _____) This deposit is **refundable** upon a final inspection by the Highway Superintendent.

CERTIFICATION OF INSURANCE REQUIRED: Yes _____ No _____, received _____. A Certificate of Public Liability Insurance to indemnify and protect the Town of Groton against any loss, damage or injury which might be incurred by reason of said road excavation or performance of the work incidental thereto. The insurance shall be procured, paid for and provided by the Contractor, who shall maintain general all-risk liability, completed operations, and worker’s compensation insurance coverage each in the minimum amount of \$1,000,000.00.

- RESPONSIBILITY OF THE PERSON(S) WORKING WITHIN THE TOWN RIGHT-OF-WAY GUIDELINES:**
1. A drawing of proposed work and back fill plan if applicable is required before work shall be permitted. If said road will be closed during any cutting of the road, the Sherriff’s Department, State Police, Fire Departments and Highway Department must be notified.
 2. One lane of traffic must be maintained at all times except during an actual cutting of the road.
 3. In all instances, notify “Dig Safely New York”, requesting a mark-out to prevent accidental cutting of any utility lines.
 4. Any work done within the town right-of-way must be returned to pre-construction condition or better. This includes, but is not limited to, all ditches, front and back slopes, road sub-base, road base and driving surface.

By signing below the Applicant certifies that the above Guidelines have been reviewed and fully understood. The applicant also acknowledges receipt of “LOCAL LAW NUMBER 1 OF 2014, ROAD PRESERVATION LAW OF THE TOWN OF GROTON”.

Applicant Signature _____	Town Highway Superintendent _____
Date: _____	Date _____
Disapproved: _____	Approved: _____
Date Issued: _____	

Date Received _____

Permit Fee _____

Receipt # _____

Activation Date _____

PERMIT # _____

Attachment A
Road Preservation Law Worksheet

Date: _____

1. Project Sponsor: _____

2. Address: _____
Phone: _____
Fax: _____
Email: _____

3. Work Description: _____

Work Location: _____

Proposed Truck Route (include miles to be travelled on each road):

4. Land Owner: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

5. Start Date: _____
Completion Date: _____
Expect maximum gross weight vehicle weight: _____
Maximum truck trips per day: _____

6. Bond amount: _____ Date Paid: _____
Approval Date: _____

7. Preliminary Bond Release Application Date: _____

8. Deficiencies to be Repaired: _____

9. Final Bond Release Application Date: _____

10. Final Bond Release: _____

Signature: _____
Highway Superintendent

Board Approval Date: _____

Local Law Filing

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

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

County City Town Village
(Select one.)

of Groton

Local Law No. _____ of the year 2014

A local law Road Preservation Local Law of the Town of Groton
(Insert Title)

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

County City Town Village
(Select one.)

of Groton

as follows:

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. The Town Board of the Town of Groton hereby enacts the following Road Preservation Local Law pursuant to the provisions of the Municipal Home Rule Law.

Authority of this Law

This Local law is enacted pursuant to Municipal Home Rule Law Section 10 and Vehicle and Traffic Law Section 385 (15) authorizing a town to require the issuance of a permit to operate or move a vehicle or a combination of vehicles, the weights or dimensions of which exceed the limitations provided in Section 385 on town roads or roadways, similar to that issued by the State of New York relating to the state system of highways.

Definitions

1. High Frequency, High impact Truck Traffic: Traffic to and from a single project site that generates more than 1000 tons per day for more than four days, involving trucks that exceed 25 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.

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

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 {Attachment 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. **Primary 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 Groton Town Board.

6. **Person:** A person includes a corporation or other lawfully formed business entity.

Damage to Town Roads

No person shall alter or disturb a town road or the area within the town right of way without a permit issued pursuant to this local law. No person shall operate an oversized or overweight vehicle as defined in Section 385 of the New York State Vehicle and Traffic Law on a town road without a permit issued pursuant to this local law.

Permit Issuing Authority

The Town Highway Superintendent of the Town of Groton is hereby designated as the authority to receive applications for permits to operate or move a vehicle or a combination of vehicles, the weights or dimensions of which exceed the limitations provided in Section 385 on town roads or highways. Such permit can only be issued by a majority vote of the town board to applicants who hold a valid New York State Hauling or Divisible Load Permit issued pursuant to 17 NYCRR Subpart 154-2. The town board may grant a permit waiver to applicants deemed necessary.

Application Form, Permit and Application Fee

The Town Highway Superintendent of the Town of Groton is hereby authorized to promulgate application and permit forms. The application must specify all roads and adjacent driveways that are proposed to be used and the anticipated damage to the same. Detailed plans and specifications shall be required for any new construction within a road right of way. An application shall be accompanied by maps of all proposed routes, and plans for all construction in a right of way, including proposed pipelines. An application shall also include an environmental assessment form. Permit issuance shall be subject to Article 8 of the New York State Environmental Conservation Law State Environmental Quality Review ("SEQR"). An application fee is such amount as determined by the Town Board from the time to time shall be submitted with said application. Said application shall also include copies of all registration forms for said vehicles, copies of all New York State Special Hauling Permits for each vehicle, identification as to the title or ownership of each vehicle and, if leased, copies of the leases to the same, together with certificate of insurances as required herein. Said application shall not be regarded as complete until additional payment is made to the Town and shall represent the anticipated expenses to be incurred by the Town for the retention of experts, consultants, and/or attorneys necessary to adequately review and assist in determining whether to issue said permit and any and all conditions to be made a part thereof.

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

A. The Town requires an applicant to deposit with the Town funds sufficient to reimburse the Town for all reasonable costs of consultant and expert evaluation and consultation to the Town Board in connection with the review of any application. The initial deposit shall be the sum of \$10,000.00. However, the Town Board may, in its discretion, reduce said fee upon good cause shown. These funds shall accompany the filing of an application, and the Town shall maintain a separate escrow account for all such funds. The Town's consultants/experts shall, in accordance with an agreement between the Town and its consultants or experts,

bill or invoice the Town not less frequently than monthly for its services in reviewing the application and performing its duties. If at any time during the review process this escrow account has a balance that shall not reasonably cover the cost of the remaining work of the Town's consultants/experts, the Town will require applicant to immediately replenish said escrow account in an amount set by the Town, but not to exceed \$2,500. Such additional escrow funds must be deposited with the Town before any further action or consideration is taken on the application. If, at the conclusion of the review process, the cost of such consultant/expert services is more than the amount escrowed pursuant hereto, the applicant shall pay the difference to the Town prior to the issuance of any special permit. In the event that the amount held in escrow by the Town is more than the amount of the actual billing or invoicing by the Town's consultants or experts, the difference shall be promptly refunded to the applicant.

B. 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.

C. 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 chapter or under applicable provisions of law, as against any permittee, any person who has violated this chapter, 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.

D. These funds shall accompany the filing of the application, and the Town shall maintain a separate escrow account for all such funds.

E. The Town is hereby authorized to withdraw funds from said escrow account (without prior notice to the permittee) in order to promptly reimburse the Town for any costs and expenses (as defined herein). The Town must provide a monthly update as to monies expended from the escrow account.

F. In the event that there is any balance remaining in the escrow account as of the date that the Town Board determines that the permit has expired and further determines that no damages or injuries have been caused to any Town road or other Town property (and that no discharges or spills have occurred on any Town road or other Town property) for which the Town has not been fully reimbursed, the Town shall pay to the permittee the balance remaining in the escrow account.

Insurance

Town of Groton requires that permittee submit evidence of adequate insurance prior to commencement of performance of work in the Town of Groton. Satisfaction of the minimum insurance requirements does not necessarily mean that a Permittee's insurance will be acceptable to Town of Groton. Minimum requirements are:

1. Statutory Workmen's Compensation Insurance, under the laws of the State of New York and any other laws that may be applicable thereto. Coverage "B" Employers Liability must have limits of at least \$100,000.
2. Comprehensive General liability Insurance, subject to limits of \$5,000,000 for each occurrence. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability and Products and Completed Operations coverage. Completed Operations coverage is to be maintained for a minimum period of two years after completion of the contract.

3. Automobile Liability Insurance subject to limits of not less than \$1,000,000 each occurrence for Bodily Injury and \$100,000 each occurrence for property damage. Such Automobile Liability Insurance shall be for all of permittee's owned, non-owned, and hired automobiles.

4. All Risk Property Insurance providing replacement cost coverage for any property damage to permittee's property which is caused by a loss of any kind and description to any property brought into Town of Groton. Permittee agrees to waive on behalf of itself and its insurance company subrogation against Town of Groton for any loss or damage which is covered or should be covered by this insurance.

5. All liability policies should be issued on an "occurrence" basis. A CERTIFICATE OF INSURANCE for all policies required must be issued to Town of Groton and received prior to any work.

6. Town of Groton will be added to permittee's Comprehensive General Liability Insurance Policy by endorsement as an Additional Insured and evidence of such will be provided in permittees' CERTIFICATE OF INSURANCE. All policies must also be endorsed as "primary" for purposes of this contract.

7. ALL CERTIFICATES OF INSURANCE will provide for a minimum of 30 days' notice to Town of Groton prior to cancellation, non-renewal or change in policy terms and/or conditions.

Maintenance Bond

The permittee shall present to the Town a maintenance bond in an amount not exceeding \$1,500,000.00 and a bank letter of credit in the amount not exceeding \$500,000.00 as determined by the Town Highway Superintendent and prior to the issuance of a permit in favor of the Town and guaranteeing compliance with the provisions of the permit, as well as guaranteeing repair to the roadways as a required by the terms of the permit. At such time, if ever, that said maintenance bond or letter of credit is terminated or expended until all times relevant herein, the permittee shall replace the same within five (5) days written notice by the Town and failure to do so will result in automatic termination of the permit.

Indemnification

The permittee shall fully indemnify, defend, save and hold harmless the Town of Groton and all of its department heads, 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 with, or resulting from any and all activity to be performed by permittee pursuant to this permit including, but not limited to all attorneys' fee incurred by the Town of Groton and shall execute an agreement providing for the same prior to the issuance of the permit.

Exempt Vehicles, Equipment and Machinery

There is exempted from the road use permit provisions hereof, and only the road use permit provisions hereof, all rubber wheeled vehicles, equipment and machinery, whether self-propelled or towed, utilized in the production of or transportation of "crops, livestock and livestock products", (as defined in Section 301(2) of Article 25 AA of the State Agricultural and Markets Law), or "agricultural waste, byproducts or manure" that is being used in a sound agricultural practice as determined by the Commissioner of Agriculture, school buses and other bus type vehicles. Law enforcement vehicles, firefighting and emergency rescue type vehicles, ambulances, fuel delivery trucks, military vehicles, equipment and machinery operated by the federal government or national guard, municipal owned and operated vehicles, machinery and equipment, garbage and trash pickup trucks excluding however such trucks transporting scrap metal, scrap vehicles or component parts of scrap vehicles.

Stop Work Orders

The Town Highway Superintendent shall have the right and authority to issue stop work orders to those operating in violation of the terms of a permit, or contrary to the permittee's application or conditions upon which a permit was issued pursuant to this local law.

Revocation of Permit

Upon violation of any provisions of a permit, the Town Highway Superintendent may suspend the permit issued hereunder, for no more than thirty (30) days. Upon permit suspension, a permittee shall have the right to appear and be heard at a public hearing within said thirty day time period. The Town Highway Superintendent upon majority vote of the town Board may permanently revoke any permit upon a finding that a permittee has violated any provision hereof.

Special Conditions

1. A permit shall not be assigned or transferred without the written consent of the Town Board.
2. The Town Highway Superintendent shall be given one week's notice by the permittee of the date it intends to begin the activity authorized by the permit, and prompt notice of its completion.
3. A permit for an overweight or oversized vehicle shall remain valid only for so long as the permittee continues to hold a valid New York State Hauling or Divisible Load Permit issued pursuant to 17 NYCCR Subpart 154-2.
4. The permit shall not authorize the holder to exceed the maximum gross weight limit authorized for crossing an R-Posted bridge.
5. Every permit shall require that the roads be kept passable at all times for all motor vehicles, including school buses, snow plows and public safety vehicles, unless otherwise approved by the Town Highway Superintendent.
6. Prior to the issuance of a permit, the Town Highway Superintendent may require that a road be improved prior to use so that it will withstand the proposed use without sustaining damage.
7. The Town Highway Superintendent may impose such other reasonable conditions to said permit including requiring permittee to obtain engineering studies, videotaping or other documentation of the road and its condition, as well as seasonable restrictions.
8. Every permit shall require the installation of permanent signage designating work area.

Violation of Local Law; Penalties

1. Any owner, operator, registrant or lease, who or which shall operate or move a vehicle or a combination of vehicles, the weights or dimensions of which exceed the limitations provided in Section 385 on town roads or highways without obtaining the permit required hereunder shall be guilty of a Class A misdemeanor, which shall be punishable by a fine not exceeding one thousand dollars (\$1000.00) and/or a sentence of up to one year in jail.
2. In addition to the above described penalties, Town Highway Superintendent, upon majority vote of the Town Board may maintain an action or proceeding in the name of the town in a court of competent jurisdiction to compel compliance with this local law injunction, abatement, or otherwise compel cessation of each violation and obtain restitution to the Town for costs incurred by the Town in remedying each violation, including but not limited to reasonable attorney's fees.

Severability

If any part or provision of this Local Law or 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 the other persons or circumstances, and the Town Board hereby declares that it would have passed the Local Law or the remainder thereof had such invalid application provision been apparent.

Repealer

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

Effective Date

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

Attachment A
Road Preservation Law Worksheet

Date: _____

1. Project Sponsor: _____

2. Address: _____

Phone: _____
Fax: _____
Email: _____

3. Work Description: _____

Work Location: _____

Proposed Truck Route (include miles to be travelled on each road):

4. Land Owner: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

5. Start Date: _____
Completion Date: _____
Expect maximum gross weight vehicle weight: _____
Maximum truck trips per day: _____

6. Bond amount: _____ Date Paid: _____
Approval Date: _____

7. Preliminary Bond Release Application Date: _____

8. Deficiencies to be Repaired: _____

9. Final Bond Release Application Date: _____

10. Final Bond Release: _____

Signature: _____
Highway Superintendent

Board Approval Date: _____

Fee Schedule Worksheet

Road Type	Dirt and/or Gravel	Chip Seal (Gravel with Tar)	Asphalt with Base< 7"	Asphalt with Base> 7"
Bond per Mile	\$3,500.00	\$15,000.00	\$54,570.00	\$94,200.00
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 19'0"-11'0"	20'0" and Greater*
Bond per Structure			\$500,000	\$1,500,000
Multiply by Number of Structures				
Structure Totals				
Bond Total				
* Multiply spans will require a bond for each span of \$1,500,000.00				

Example Route:

Town of Groton

Salt Road (1.1Miles) to Stevens Road (1.2 Miles)

Road Type	Dirt and/or Gravel	Chip Seal (Gravel with Tar)	Asphalt with Base< 7"	Asphalt with Base> 7"
	\$3,500.00	\$15,000.00	\$54,570.00	\$94,200.00
Bond per Mile	1.2	0	1.1	0
Multiply by Number of Miles	25	0	25	0
Multiply by Number of Vehicles on the peak travel day of the Project				
Road Totals	\$105,000.00	\$0.00	\$1,500,675.00	\$0.00
Structures (Bridges and/or Culverts by Diameter)			60" up to 19'0"-11'0"	20'0" and Greater *
Bond per Structure			\$500,000	\$1,500,000
Multiply by Number of Structures			1	0
Structure Totals			\$500,000.00	\$0.00
Bond Total				\$2,105,675.00
* Multiply spans will require a bond for each span of \$1,500,000.00				