

APPENDIX A

MONROE COUNTY DEPARTMENT OF TRANSPORTATION

PERMIT OFFICE POLICIES

- A-1 Policy - Open Pavement Cuts
- A-2 Boring/Jacking Policy
- A-3 Security Deposit Policy
- A-4 Traffic Signal Easement and Agreement
- A-5 Fine Schedule Policy

POLICY -- OPEN PAVEMENT CUTS

A-1

Wherever possible, all utility crossings should be bored. However, open cuts to County highways may be considered if any of the following conditions are met:

1. Major maintenance or roadway improvements are scheduled for this portion of the highway within the next three (3) year period;
2. The roadway was last resurfaced or surface treated at least 5 years ago.
3. The roadway was reconstructed at least 10 years ago.
4. Roadways that are in poor structural condition and have been approved for open cuts by the County Superintendent of Highways or his/her designee.

These requirements may be waived by the County Superintendent of Highways or his/her designee in the event of an emergency or other unforeseen event.

Test holes at all proposed utility crossings should be done during the design phase to identify any possible conflicts, (i.e., bedrock and/or other utilities). All open pavement cuts shall be sawcut and reconstructed in accordance with the department's pavement restoration and/or paved shoulder restoration details.

All pavement cuts shall be sawcut 45° to 90° to the edge of the pavement, essentially perpendicular to a snow plow blade.

If an open pavement cut is allowed, compaction testing of the backfill material may be required. Flowable fill or other non-shrink alternatives may be required in lieu of standard stone based backfill materials.

The permittee will be required to maintain any future settlements of this open cut area until such time as the roadway is resurfaced by MCDOT.

See New York State Industrial Code 53 and 753 for information on stakeouts and exposing utilities.

BORING/JACKING POLICY

A-2

Wherever possible, all utility crossings should be bored. Test holes outside the pavement at all proposed utility crossings must be done during the design phase to identify any possible conflicts (i.e., bedrock and/or other utilities). However, the County will allow pushing or jacking where the utility diameter is 2" or less. Directional drilling will also be considered upon request.

All construction of underground utilities shall be completed in accordance with the *New York State Requirements for the Design and Construction of Underground Utility Installations with the State Highway Right of Way* dated January, 1997 or latest revision with the following modifications and additions:

- A. All reference to the New York State Department of Transportation of State shall be the Monroe County Department of Transportation.
- B. Section 4.02.13 - change minimum of 10 feet... to... minimum of 4 feet. This is in reference to the distance past the edge of pavement the casing pipe must extend.

Open pavement cut windows will only be allowed as required by New York State Industrial Code Rule 53, as modified by New York State Industrial Code Rule 753. Refer to Code Rule 753 for information on stakeouts and exposing utilities.

The minimum bore casing thickness shall be 3/8 of an inch. All voids in the casing area shall be filled with flowable fill or sand.

SECURITY DEPOSIT POLICY

Security deposits will be required for various construction activities on County highways. Following are a list of those activities and associated security deposits:

	<u>ACTIVITY</u>	<u>DEPOSIT</u>
1.	BORES.....	\$3,000.00
2.	RESIDENTIAL DRIVEWAY INTALLATIONS.....	200.00
3.	PIPING ROADSIDE DITCHES.....	200.00
4.	COMMERCIAL ENTRANCES/SUBIVISION STREETS.....	1,000.00
5.	OPEN CUTS	
	SHOULDER CUT.....	2,000.00
	ONE LANE.....	2,000.00
	TWO LANES.....	3,000.00
	THREE LANES.....	4,000.00
	FOUR LANES.....	5,000.00
	MORE THAN FOUR LANES.....	5,000.00 + 1,000.00/PER LANE OVER FOUR LANES
	PARALLEL CUTS (Per Foot).....	100.00
6.	NEW ACCESS ON ROADWAYS WITH EXISTING CURB OR GUTTER.....	2,000.00
4.	CLOSE AN EXISTING ACCESS WITH CURB OR GUTTER.....	2,000.00
5.	SIGNAL PERMITS.....	5,000.00
6.	BY-PASS LANE, FULL DEPTH SHOULDER.....	2,000.00
	TURN LANE.....	2,000.00
7.	SPECIAL HAULING PERMIT (MINIMUM) •.....	5,000.00
	• Additional security deposit of \$5,000.00 if a traffic signal is impacted. Also, an additional \$5,000.00 if major bridges/culverts are impacted. Maximum security deposit per move is \$15,000.00.	

MISCELLANEOUS ACTIVITIES MAY BE CHARGED A SECURITY DEPOSIT ON AN INDIVIDUAL BASIS.

Security deposits will be accepted in the following forms:

1. Cashiers Check
2. Official Bank Check or Draft
3. Certified Check
4. Money Order
5. Mastercard or VISA

Utility companies and municipalities will be excluded from providing security deposits.

The check will not be released until all County, town and/or village requirements are met. Security deposits will be held for a minimum of 30 days and up to a maximum of 1 year after satisfactory completion of the work as a guarantee of the work performed in the County right-of-way. The length of time that a security deposit is held is based on whether MCDOT was properly notified of the start of work and/or the weather conditions while the work was being done.

**PRIVATE TRAFFIC SIGNAL
EASEMENT AND AGREEMENT**

SIGNAL LOCATION: Address

 Tax Account No.:

PROPERTY OWNER: **Owner**
 Address

SIGNAL TYPE: **PRIVATE**
SIGNAL NUMBER: **XXX**
RESO NUMBER: _____ of _____

MAP NO.: ___ **PARCEL NO.:** ___ **FILED IN THE MONROE COUNTY CLERK'S OFFICE ON THE**
_____ DAY OF _____, 20____, IN LIBER _____, PAGE ____.

THIS TRAFFIC SIGNAL EASEMENT AND AGREEMENT (the "Agreement") made this _____ day of _____, 20__ by and between OWNER with offices at Address (the "Property Owner") and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614, (the "County").

WHEREAS, the Property Owner owns a parcel of land located in the City/Town, County of Monroe and State of New York ("City"/"Town") identified as Address and having a Tax Account No. of XXXX on Exhibit "A" to this agreement (the "Property") adjacent to a County Road known as Road Name ("the "Highway"); and

WHEREAS, the Monroe County Director of Transportation and Superintendent of Highways has approved the installation of a traffic signal control system (the "Traffic Signal") on the Highway at the entrance to the Property for the benefit and use of the Property by the Property Owner; and

WHEREAS, the installation, operation and maintenance of the Traffic Signal require that the Property Owner grant to the County a permanent easement for traffic signal installation, operation and maintenance upon the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged:

1. The costs and expenses associated with the Traffic Signal shall be the responsibility of the Property Owner as more fully set below.

2. Property Owner hereby grants to the County a permanent easement for Traffic Signal installation, operation and maintenance over a portion of the Property as shown on a map and description prepared by the Property Owner and approved by the Monroe County Director of Transportation and Superintendent of Highways, a copy of which is attached hereto as Exhibit "A" and made a part hereof, (the "Easement").

3. a) The Property Owner shall pay an annual maintenance fee as specified in Appendix

“A”, which may be adjusted each year consistent with the Consumer Price Index (CPI). The County shall provide minor repairs and routine maintenance of the Traffic Signal, which shall include, but not be limited to, response to trouble calls and temporary emergency repairs (collectively, the “Minor Repairs”) as specified in Appendix “B”. The County shall have the sole authority and discretion to operate and control the Traffic Signal and traffic signal detector loops, including but not limited to, setting Traffic Signal timings as the County reasonably deems proper.

b) The Property Owner shall be responsible for all other necessary repairs, energy costs, maintenance, improvements and replacements of the Traffic Signal and related components, as determined by the County in its sole reasonable discretion, (collectively, the “Major Repairs”). The Property Owner and the County hereby acknowledge and agree that the circumstances in which the Property Owner shall be required to perform, or cause to have performed, Major Repairs shall include, but not be limited to (i) the failure of the Traffic Signal or any related components; (ii) the Traffic Signal is materially damaged or rendered inoperable; or (iii) the Traffic Signal requires modification or replacement because the Traffic Signal has become outdated or is no longer serviceable. The County will give written notice to the Property Owner of the need for any Major Repairs, and thereafter, if the Property Owner shall fail to promptly undertake and complete the Major Repairs or cause the Major Repairs to be undertaken and completed, with due diligence, the County may, at its option: (i) immediately deactivate the Traffic Signal; and/or (ii) close the access to the Highway at the entrance to the Property serviced by the Traffic Signal; and/or (iii) perform the Major Repairs. If the County elects to perform the Major Repairs, the Property Owner will reimburse the County for the reasonable cost of the Major Repairs within thirty (30) days after receipt of the County’s invoice for the Major Repairs, and if the Property Owner shall fail to do so, the County may, in addition to the remedies set forth in (i) and (ii) above and all other legal remedies available to the County, cause the amount stated on the County’s invoice to be added to the next County tax bill covering the Property. The Property Owner shall perform the Major Repairs at the Property Owner’s sole expense and in accordance with all the terms and conditions of the County’s Signal Permit Process as it may from time to time be amended, the Highway Work Permit obtained by Property Owner, and the plans and specifications for the Traffic Signal approved by the County, all of which are incorporated herein by reference.

c) The Property Owner shall be responsible, at the Property Owner’s sole cost and expense, for all necessary repairs, maintenance, improvements and replacement of pavement striping and markings and that portion of the pavement, including asphalt and suitable base materials, lying within the area of the Easement and supporting the Traffic Signal detector loops constructed within the pavement, as needed or determined by the County in its reasonable sole discretion, (collectively the “Pavement Repairs”). The Property Owner and the County hereby acknowledge and agree that the circumstances in which the Property Owner shall be required to perform, or cause to have performed, the Pavement Repairs shall include, but not be limited to, situations in which the pavement striping and markings and/or the pavement supporting the Traffic Signal loops has been damaged or become worn out, or requires upgrading. The County will give written notice to the Property Owner of the need for any Pavement Repairs, and thereafter, if the Property Owner shall fail to promptly undertake and complete the Pavement Repairs or cause the Pavement Repairs to be undertaken and completed, with due diligence, the County may, at the County’s option: (i) immediately deactivate the Traffic Signal; and/or (ii) close the access to the highway at the entrance to the Property serviced by the Traffic Signal; and/or (iii) perform the Pavement Repairs. If the County elects to perform the Pavement Repairs, the Property Owner will reimburse the County for the reasonable cost of Pavement Repairs within thirty (30) days after receipt of the County’s invoice for the Pavement Repairs, and if the Property Owner shall fail to do so, the County may, in addition to the remedies set forth in (i) and (ii) above and all other legal remedies available to the County, cause the

amount stated on the County's invoice to be added to the next County tax bill covering the Property together with reasonable attorney fees.

d) The Property Owner shall be responsible for securing, at no cost to the Property Owner, a Highway Work Permit from the Monroe County Department of Transportation, Permits Office, City Place, 50 West Main Street, Rochester, New York 14614-1231 (585-753-7710) prior to any work within the highway right-of-way.

4. a) The Property Owner hereby grants the County the right at any time to approve and authorize all necessary and required modifications, upgrades and improvements to the Traffic Signal and related components for the use and benefit of additional property owners (the "Additional Owners"). In the event such additional use is approved by the County, all associated costs of modification, upgrade and improvements shall be paid by the Additional Owners. Any Additional Owners shall assume the obligations of, and their real property enjoying access to the right of way at the Traffic Signal shall be subject to, all the terms and conditions of this Agreement, the County's Signal Permit Process as it may from time to time be amended, the Highway Work Permit obtained by the Additional Owners, and the plans and specifications for the Traffic Signal to be approved by the County.

b) The Property Owner shall share equally with the Additional Owners the cost and expense of any necessary Major Repairs commencing upon completion of any modifications, upgrades and improvements to the Traffic Signal and related components necessitated by the use of the Traffic Signal by the Additional Owners.

5. This Agreement and the Easement granted hereby shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns. It is agreed, however, that the term "Property Owner" shall mean only the then owner of the fee interest in the Property. Upon any conveyance or transfer of the fee interest of the then Property Owner, any liability of such former Property Owner under this Agreement shall cease and the County shall look solely to such transferee owner for any liability and/or obligations hereunder.

6. a) The Property Owner, its successors, and assigns, agree to indemnify and hold harmless the County against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees, which the County may suffer or be required to pay by reason of the act or omission of the Property Owner or arising out of or in connection with, directly or indirectly, this Agreement, or the Property Owner's use of the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the County, its agents, employees or contractors or any of the Additional Owners, their respective agents, employees or contractors.

b) The County, its successors and assigns, agrees to indemnify and hold the Property Owner, its successors and assigns, harmless against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees which the Property Owner may suffer or be required to pay by reason of any negligence or willful misconduct on the part of the County, its agents, employees or contractors, arising out of or in connection with this Agreement or the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the Property Owner, its agents, employees or contractors.

7. The Property Owner represents that the Property Owner owns the fee title to the

Property, and that the Property Owner has full power and authority to enter into this Agreement and grant the rights and powers herein.

8. Any notices to be given hereunder shall be in writing, shall be delivered personally or by regular overnight courier service, or by certified mail, postage pre-paid, return receipt requested, addressed to the respective parties at the addresses set forth at the beginning of this Agreement, or any successor at any address which they shall give written notice thereof to the other party.

9. This Agreement shall supersede any prior agreement between the County and the Property Owner related to the ownership and maintenance of the Traffic Signal.

IN WITNESS WHEREOF, the Owner and the County have executed this Agreement this ____ day of _____, 20__.

PROPERTY OWNER

OWNER

By: _____

Title: _____

MONROE COUNTY

By: _____

Name: _____

Title: **County Executive**

OWNER

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary and Stamp

MONROE COUNTY

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary and Stamp

Insert Private Easement without Agreement
Template here

EXHIBIT "A"

MONROE COUNTY DEPARTMENT OF TRANSPORTATION PERMANENT EASEMENT MAP TRAFFIC SIGNAL #66

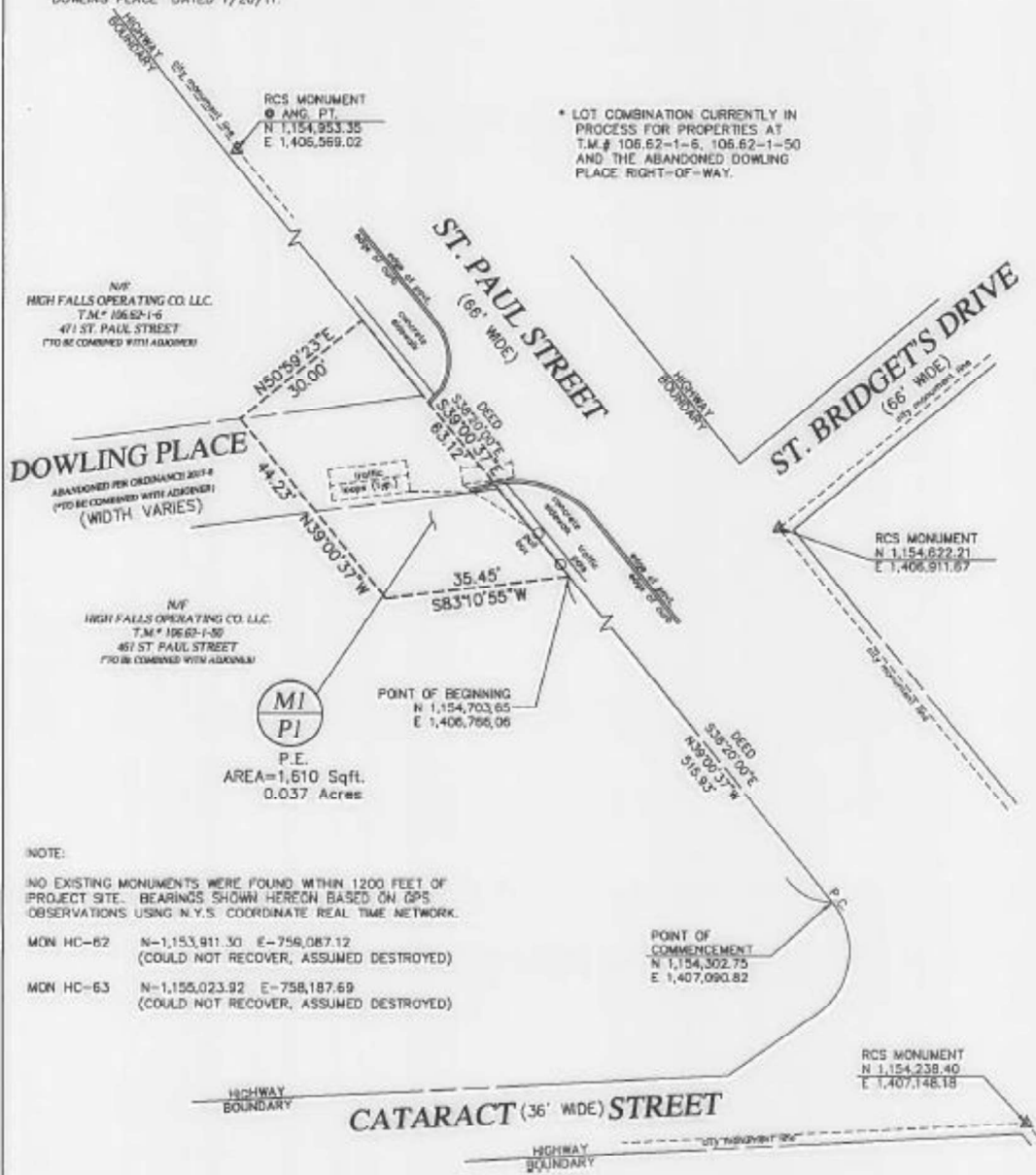
CITY OF ROCHESTER
MONROE COUNTY, NEW YORK
M.C.C.O. LIBER 10718 PAGE 535

HIGH FALLS OPERATING CO. LLC.
(REPUTED OWNER)
TAX MAP No. 106.62-1-6, 106.62-1-50
ST. PAUL STREET

ST. PAUL STREET
MAP No. 1
PARCEL No. 1
SHEET 1 OF 2

REFERENCES:

1. THE GENESEE BREWING COMPANY, INC. TO HIGH FALLS BREWING COMPANY, LLC., BY DEED FILED 12/18/2000 AS LIBER 9401 PAGE 181.
2. MADELINE J. GALLINA TO HIGH FALLS BREWING COMPANY, LLC. BY DEED FILED 12/29/2000 AS LIBER 9405 OF DEEDS, PAGE 565.
3. ALTA SURVEY PREPARED BY COSTICH ENGINEERING TITLED "BREWING LANDS WEST OF ST. PAUL STREET" DATED FEB. 14, 2000, JOB # 2085-ALTA.
4. RECORD INFORMATION FOR THE RIGHT-OF-WAY OF ST. PAUL STREET, DOWLING PLACE AND CATARACT STREET PROVIDED BY THE CITY OF ROCHESTER MAPS & SURVEY DEPARTMENT.
5. RECORD MAP FOR TRAFFIC SIGNAL SYSTEM COMPONENTS PROVIDED BY MCDOT TITLED "S-066 ST. PAUL STREET & DOWLING PLACE" DATED 1/20/11.



NOTE:

NO EXISTING MONUMENTS WERE FOUND WITHIN 1200 FEET OF PROJECT SITE. BEARINGS SHOWN HEREON BASED ON GPS OBSERVATIONS USING N.Y.S. COORDINATE REAL TIME NETWORK.

- | | | | |
|-----------|----------------|--------------|--|
| MON HC-62 | N-1,153,911.30 | E-756,087.12 | (COULD NOT RECOVER, ASSUMED DESTROYED) |
| MON HC-63 | N-1,155,023.92 | E-758,187.69 | (COULD NOT RECOVER, ASSUMED DESTROYED) |

FILED DATE: _____ LIBER _____ PAGE _____

MONROE COUNTY DEPARTMENT OF TRANSPORTATION
PERMANENT EASEMENT MAP
TRAFFIC SIGNAL #66

CITY OF ROCHESTER
MONROE COUNTY, NEW YORK
M.C.C.O. LIBER 10718 PAGE 535

HIGH FALLS OPERATING CO. LLC.
(REPUTED OWNER)
TAX MAP No. 106.62-1-6, 106.62-1-50
ST. PAUL STREET

ST. PAUL STREET
MAP No. 1
PARCEL No. 1
SHEET 2 OF 2

THE HORIZONTAL DATUM IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, WESTERN ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 - 2011 ADJ. TIES TO THE CONTROL MONUMENTS WERE ACCOMPLISHED BY PROCEDURES NECESSARY TO ACHIEVE AN ACCURACY OF NOT LESS THAN 1 PART IN 10,000. DISTANCES SHOWN ARE GROUND LEVEL, COORDINATES ARE AT GRID LEVEL. BEARINGS SHOWN ARE GRID BEARINGS.

COMBINED SCALE FACTOR= 0.9999877

PERMANENT EASEMENT FOR TRAFFIC CONTROL DEVICE

MAP No. 1 PARCEL No. 1 P.E.

A PERMANENT EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY DELINEATED AS PARCEL No. 1 ABOVE, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THEREON A TRAFFIC CONTROL DEVICE, TOGETHER WITH APPURTENANCES AND OTHER FACILITIES IN CONNECTION THEREWITH AS MAY BE DEEMED NECESSARY BY THE SUPERINTENDENT OF HIGHWAYS.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESCRIBED AS PARCEL No. 1 BEING PART OF LOT 3, 3RD DIVISION, TOWNSHIP 13 IN THE SEVENTH RANGE OF TOWNSHIP, PHELPS & GORHAM PURCHASE, CITY OF ROCHESTER, COUNTY OF MONROE, STATE OF NEW YORK, ALSO BEING A PORTION OF LANDS DESCRIBED IN LIBER 10718 OF DEEDS AT PAGE 535 FILED IN THE MONROE COUNTY CLERK'S OFFICE ON FEBRUARY 20, 2009, SAID PARCEL No. 1 BEING SHOWN ON THE ACCOMPANYING MAP AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY HIGHWAY BOUNDARY LINE OF ST. PAUL STREET (66' WIDE), SAID POINT BEING N 39°00'37" W A DISTANCE OF 515.93 FEET FROM THE POINT OF CURVATURE AT THE INTERSECTION FORMED BY THE AFORESAID WEST HIGHWAY BOUNDARY LINE OF ST PAUL STREET AND THE NORTH HIGHWAY BOUNDARY LINE OF CATARACT STREET (36' WIDE); THENCE

- 1) S 83°10'55" W A DISTANCE OF 35.45 FEET TO A POINT, THENCE;
- 2) N 39°00'37" W A DISTANCE OF 44.23 FEET TO A POINT, THENCE;
- 3) N 50°59'23" E A DISTANCE OF 30.00 FEET TO A POINT IN THE WEST HIGHWAY BOUNDARY LINE OF ST. PAUL STREET, THENCE;
- 4) S 39°00'37" E, ALONG THE AFORESAID WEST HIGHWAY BOUNDARY LINE, A DISTANCE OF 63.12 FEET TO THE PLACE AND POINT OF BEGINNING.

INTENDING TO DESCRIBE A PERMANENT EASEMENT WHICH CONTAINS 1,610 SQUARE FEET OR 0.037 ACRES OF LAND.

RESERVING, HOWEVER TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

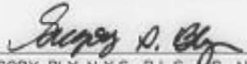
WE, MAGDE LAND SURVEYING, P.C. HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM NOTES OF A FIELD SURVEY COMPLETED ON DECEMBER 27, 2016 AND FROM THE REFERENCES SHOWN HEREON. SUBJECT TO ANY FACTS AN ABSTRACT OF TITLE MAY REVEAL.



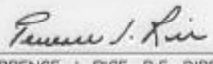
DOUGLAS W. MAGDE, L.S.
LIC. No. 049957

DATE

REVIEWED THIS 11th DAY OF September 2017


GREGORY BLY N.Y.S. P.L.S. No. 049801
MONROE COUNTY DEPARTMENT OF FINANCE/
REAL PROPERTY SERVICES
MONROE COUNTY SURVEYOR

APPROVED THIS 13th DAY OF AUGUST, 2017


TERRENCE J. RICE, P.E. DIRECTOR
MONROE COUNTY DEPARTMENT OF
TRANSPORTATION AND SUPERINTENDENT OF
HIGHWAYS

APPENDIX A

SIGNAL MAINTENANCE ESTIMATE

Annual Cost (2022) -- \$ 1,000.00

This annual cost may be adjusted yearly based on the CPI for the year.

Refer to attached Appendix 'B' for the specific signal maintenance services that will be provided for this payment amount.

APPENDIX B

SIGNAL MAINTENANCE SERVICES

For the annual maintenance fee specified in Appendix A, the County shall provide minor repairs and routine maintenance (collectively, "Minor Repairs") of the Traffic Signal. Minor Repairs shall include, but not be limited to, bulb replacement, response to trouble calls, and temporary emergency repairs. Specific Minor Repairs to be provided by the County include:

- Preventive Maintenance Provides for the complete assessment of the electrical and mechanical condition and performance of the signal. Includes minor repairs of the signal heads, span wire, mast arms, cabinet items and wiring.
- Conflict Monitor Unit – Exchange Provides for the annual exchange and performance certification of the signal's conflict monitor unit, an electronic device that continuously monitors all the signal controller's outputs for conflicting phases.
- Filter Change Provides for the replacement of the signal cabinet's air intake filter as required.
- Service Call, Normal Business Hours Provides signal system support Monday through Friday, 6:00 am to 6:00 pm.
- Service Call, After Hours Provides signal system support on an on-call basis outside of normal business hours (as defined in the previous item, above).

**MONROE COUNTY DEPARTMENT OF TRANSPORTATION
 PERMIT OFFICE
 FINE SCHEDULE POLICY**

Failure to Obtain 136 Permit

Fine Per Business
 Day After Written
Notification

Driveways

Residential Driveways	\$ 25
Major Commercial Entrances	\$100
Minor Commercial Entrances	\$ 50
Enlarge Driveway	\$ 25

Streets

Major Subdivision Streets.....	\$100
Minor Subdivision Streets.....	\$ 50
Temporary Access Roads	\$ 50

Overhead Utilities

Signals	\$500
Running New Lines	\$ 50
Overhead Utility Work (poles, towers, etc.).....	\$ 50
Overhead Service Connections.....	\$ 25

Underground Utilities

Watermain, Sanitary Sewer, Storm Sewer, Pipe Ditch	\$100
Excavation, Tunneling, Boring.....	\$ 50
Subsurface Service Connections (commercial or private).....	\$ 25
Storm Sewer Connection	\$200
Open Road Cut	\$300

Miscellaneous

Hauling (Overweight Vehicle) (Per Truck Per Highway).....	\$ 30
Bridges/Major Culverts Utility Work.....	\$550
Minor Culverts Utility Work.....	\$100
Special Hauling	\$200
Right-Of-Way Access.....	\$100

Permit Violations

Fine Per Day After
Written Notification

No notification of Starting Work	\$ 25
Substandard Temporary Access Installation.....	\$100
Substandard Ditch Enclosure.....	\$100
Substandard Right-Of-Way Restoration.....	\$100
Substandard Driveway Installation	\$100
Substandard Bore Installation	\$100
Substandard Commercial Access Installation	\$200
Substandard Utility Installation	\$200
Substandard Subdivision Street Installation.....	\$200
Substandard Compaction in Pavement or Right-Of-Way.....	\$200
Substandard Maintenance and Protection of Traffic	\$500
Substandard Pavement Restoration	\$500