Town Board
May 14, 2012

The monthly meeting of the Torrey Town Board was held on May 14, 2012 on a Monday due to scheduling conflict. It was held in the town meeting room at 56 Geneva St Dresden and was called to order by Supervisor Flynn at 7:35PM

Present: Patrick H. Flynn, Burge W. Morris, Colby J. Petersen, Linda K. Francisco
Absent: John H. Martini

Others present: Jack Hessney, Tim Dennis- Dist. Legislator, Linda Lefko, Jeff Finger,John Ghidiu, Ron Kenville, Mary Lilyea

Mr. Flynn led the Pledge of Allegiance.

Mr. Flynn presented the abstracts of vouchers for audit.

Motion by Mr. Morris 2nd Mrs. Francisco, that the bills on the General A & B Accounts in the amount of $ 5414.48 carried by all.
Motion by Mrs. Francisco, 2nd Mr. Morris, that the bills on the Highway DA & DB Accounts in the amount of $ 7,942.33 be paid carried by all.
Motion by Mr. Morris 2nd Mrs. Francisco, to pay the 2nd installment on the Fire Protection Contract in the amount of 36,700. Carried by all.
Motion by Mrs. Francisco, 2nd Mr. Morris, that the bills on the Watershed Account in the amount of 480.05 be paid, carried by all.

Motion by Mrs. Francisco 2nd Mr. Morris to approve the April minutes with corrections noted, carried.

Dave Granzin submitted the following charter:

"The Hydrofracking Investigation Committee is chartered to make an objective assessment of the short and long term effects of hydrofracking in the Town of Torrey, and based on the findings develop a set of recommendations to be presented to the Town Board that will best protect the interests of the citizens of the town." *Approved by the committee on May 8, 2012.*
Motion by Mr. Flynn 2nd Mr. Morris to accept the charter as presented, carried.

Mr. Flynn presented for decision, the tabled Road Use Agreement draft, modeled from Yates County's. This would help protect town roads and for reparation of damaged roads caused by heavy truck traffic and equipment working in the Town. Motion by Mr. Flynn 2nd Mr. Morris to adopt theis Road Use Agreement as written carried by all.

Road Preservation Use and Repair Agreement
An Agreement Relating to the Use and Repair of Roads in the Town of Torrey

Section 1: PURPOSE

The purpose of this agreement is to maintain the safety and general welfare of Town of Torrey residents by regulating commercial activities that have the potential to adversely affect road conditions and public right-of-ways. Well maintained roads are important to the economic well-being of the Town of Torrey hereinafter, "the Municipality." Commercial endeavors such as mining and natural gas drilling are also economically beneficial. This agreement 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 Torrey hereby enacts the following Road Preservation Use and Repair Agreement pursuant to the provisions of the Municipal Home Rule Law.

Section 2: ENFORCEMENT

The Municipality delegates to Torrey Highway Department hereinafter, "the Designee," the oversight of assuring commercial activities do not have an adverse impact on roads.
This individual will work directly with the company representative named on Appendix A.

Section 3: DEFINITIONS

a. Structural Class:

1. **Structural Class 1** - The road structure has been upgraded to an adequate and high quality base of uniform thickness and material type. The driving surface is either an asphalt concrete pavement or bituminous surface treatment in good to excellent condition. The Granular Base and/or the Asphalt Pavement/Bituminous Surface Treatment are less than 10 years old and have 20 to 30 years remaining life. The complete road structure is capable of supporting heavy construction equipment (total estimated 18-KIP Equivalent Single Axles Loads) throughout the duration of the anticipated drilling project, without needing major structural improvements prior to the project. However, heavy construction traffic loading will expend some of the useful life of the road pavement structure and shorten the life expectancy of the road, even though visible damage at the end of the project may not be severe. Visible damage could include but is not limited to increased extent of one or more of the following distresses; alligator cracking, edge cracking, longitudinal and transverse cracking, potholes and patches, rutting (especially in the wheel paths), and overall ride roughness.

2. **Structural Class 2** - The road structure has been upgraded to an adequate and high quality base of uniform thickness and material type. The driving surface is either an asphalt concrete pavement or bituminous surface treatment in fair to good condition. The Granular Base and/or the Asphalt Pavement/Bituminous Surface Treatment are 10-20 years old, and have 10 to 20 years remaining life. The road is adequate to sustain construction traffic for the project. However, damage to the asphalt pavement/bituminous surface or base will be likely during the project thereby causing a significant decrease in serviceability for the traveling public, rough travel for construction equipment, and potential safety issues and increased difficulties in performing winter maintenance. Visible damage could include but is not limited to increased extent of one or more of the following distresses; alligator cracking, edge cracking, longitudinal and transverse cracking, potholes and patches, rutting (especially in the wheel paths), and overall ride roughness.

3. **Structural Class 3** – The road structure has not been upgraded. The base layer/s is/are of inconsistent structure, poor to marginal quality and less than desired thickness. The asphalt pavement is in fair to good condition with one or more of the following surface distresses present; alligator cracking, edge cracking, longitudinal and transverse cracking, potholes and patches, rutting (especially in the wheel paths). Ride roughness may range from fair to excellent. The combined layers of the pavement structure continue to provide an acceptable level of service for the traffic using the road. The road is judged to be generally adequate to service the construction traffic and the traveling public throughout the duration of the proposed drilling. However, by the end of the project damage to the pavement structural system will likely be visible, and will take the form of increased extent of one or more of the following distresses; alligator cracking, edge cracking, longitudinal and transverse cracking, potholes and patches, rutting (especially in the wheel paths), and increased ride roughness.

4. **Structural Class 4** – The road structure has not been upgraded. The base layer/s is/are of inconsistent structure, poor to marginal quality and less than desired thickness. The asphalt pavement is in poor to fair condition with a rough deteriorated driving surface. The road is not capable of sustaining the magnitude and the duration of loading commensurate with a designated haul route (total estimated 18-KIP Equivalent Single Axles Loads) for an extended project. Use of the road without prior reconstr~~uctio~~on may result in significant distresses such as severe alligator cracking, potholes, rutting, and very rough ride-ability within the duration of the project. The accelerated deterioration would create excessive demand for pavement repairs (i.e. pothole patching, rut filling etc.). The effectiveness of winter snow and ice maintenance would be greatly diminished (i.e. snow plows would not be able to operate efficiently and safely, snow and ice would be left in deep wheel path ruts after plowing etc.). Consequently the safe passage of the traveling public as well as construction equipment would be seriously compromised.

5. **Structural Class 5** – The road structure has not been upgraded. The base layer/s is/are of inconsistent structure, poor to marginal quality and less than desired thickness. The road is not capable of sustaining the magnitude and the duration of loading commensurate with a designated haul route (total estimated 18-KIP Equivalent Single Axles Loads) for an extended project. Use of the road without prior reconstruction may result in significant distresses such as potholes, rutting, and very rough ride-ability within the duration of the project. The accelerated deterioration would create excessive demand for repairs (i.e. pothole patching, rut filling etc.). The effectiveness of winter snow and ice maintenance would be greatly diminished (i.e. snow plows would not be able to operate efficiently and safely, snow and ice would be left in deep wheel path ruts after plowing etc.). Consequently the safe passage of the traveling public as well as construction equipment would be seriously compromised.

b. **High Frequency, High Impact 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 the Municipality's roads.

c. **Road Preservation Use and Repair Worksheet** (**Appendix A**): Worksheet is to be completed by project sponsor, summarizing the project, project location, start and completion dates, expected max gross weight used for the project, designated haul routes (**Appendix B**), and any other information that the Designee deems necessary.

d. **Designated Haul Routes (Appendix B)**: Roads used for; (1) transportation and delivery of drilling equipment and components and other materials and equipment to be used in connection with the Project; (2) truck transportation leaving the Project site following delivery of equipment and materials; (3) movement of the drilling rigs and (4) transportation and delivery of local sources of materials, including concrete and gravel.

e. **Developer**: Refers to the Developer, who is a party to this Agreement, and any subcontractor used by the Developer.

f. **Commencement of Construction**: Construction shall begin upon issuance of access/driveway permits by the **municipality** (pre-construction surveys must be completed and approved before the issuance of access/driveway permits).

Section 4: GENERAL PROVISIONS
DESIGNATION OF HAUL ROUTES

The Developer shall submit requested routes (hereto referred to as Designated Haul Routes) for hauling equipment and materials to and from the project to the Municipality for approval. These routes will be further designated, by the Municipality as Structural Class 1, 2, 3, 4, or 5 (as defined in Section 3) with certain requirements stipulated for their use as set forth in Sections 4.1, 4.2 and Section 5 below. **A list and map of the Designated Haul Routes are identified in Appendix A.** The Haul Routes shall be designated **prior** to the commencement of construction activities and prior to the final signing and execution of the Road Use Agreement. The Pre-Construction Survey will begin after the signing of the Road Use Agreement.

4.1 Class 1, 2, and 3 Roads – These roads can be used by the Developer for the Drilling project without any repairs or improvements to the pavement structure prior to construction. However, geometric improvements (turning radii etc) and bridge or culvert improvements will still be required, at the Developer's expense, as needed.

4.2 Class 4 and 5 Roads – The Developer may proceed to use the road at their own risk. However, the Municipality shall monitor the use of the road during the construction project. If the road becomes dangerous to the traveling public, the Municipality shall close the road to all construction traffic. In the case of closure, the

Developer shall be required, at their own expense, to complete reconstruction of the road base and asphalt concrete pavement to include shoulders and necessary improvements of ditches, culverts and other drainage related facilities before construction traffic is allowed to continue. The Municipality shall determine the full cross section design and material specifications for this reconstruction. The Developer shall hire a qualified contractor of its choice to construct the pavement system (base and asphalt pavement layers for Class 4, if applicable) according to the full specifications provided by the municipality.

Section 5: USE OF DESIGNATED HAUL ROADS AND PRE-CONSTRUCTION ROAD SURVEY

5.1 Construction Traffic Estimation- The Developer shall engage and pay for the services of a NYS licensed Civil Engineering firm approved by the Municipality, to estimate all of the construction traffic that will use each Designated Haul Route. The type, weight, number of axles, and load on each axle, of each construction vehicle shall be defined and the number of trips for each shall be estimated. This shall be done for overweight vehicles hauling in drilling equipment as well as all non-overweight loads carrying aggregate, concrete and any other building supplies and materials over the designated haul roads from any and all suppliers, vendors, contractors etc. involved in the project. Then, the sum total estimated construction traffic shall be converted to a total number of Equivalent 18-Kip Single Axle Loads (ESAL's), according to the AASHTO Pavement Design Guide, over the duration of the project. This shall be done for each Designated Haul Route that the Developer will use for the project. The Road Use Agreement will be executed only after this data is submitted and the Haul Routes are designated. **All Designated Haul Routes will be posted at each end of the road with final locations to be determined by the Municipality and paid for as detailed in Appendix B.**

5.2 As soon as practicable after the execution of the Road Use Agreement, but in any event prior to the commencement of construction the Developer shall select a third party NYS licensed Civil Engineering firm, approved by the Municipality to conduct the surveys and assessments explained in section 5.4 below. Roads and highways within the boundaries of the Municipality anticipated to be used as Designated Haul Routes plus any roads anticipated to serve on a one time basis or roads which could be added as Designated Haul Routes will be assessed as described below. A representative from the Engineering Firm shall meet with the Municipalities Highway Superintendent or their designee prior to data collection to review how the data will be collected and reported. The Municipality shall either agree and approve or disapprove the data collection process and the report formats. **The Pre-Construction survey shall be done before the final execution of the Road Use Agreement.**

5.3 Structural Class Designation- The Municipality shall retain exclusive rights to designate the Road Structural Class for the Designated Haul Routes. The Developer agrees to abide by this decision. The Municipality shall make this decision based on the road surface condition, structural condition, and the traffic using the road. Pre-construction road survey requirements are enumerated in Section 5.4 (a)-(d) below.

5.4 Pre-Construction Survey- A full report of the assessments in (a) – (d) below shall be provided to the Municipality by the Developer and paid for by the Developer, prior to the commencement of construction.

(a) Video Survey of Roads. Videotape the Designated Haul Roads and Non-Project Roads that could be used as explained above. Videos will be provided in a DVD format. The full costs of the Video Survey will be borne by the Developer. Additional video surveys shall only be conducted in the event the Parties mutually agree and the additional survey costs are borne by the Developer.

(b) Distress Survey. – Measure and record the extent and severity of surface distresses for each designated haul road. The survey shall include the severity and extent of alligator cracking, longitudinal cracking, transverse cracking, edge cracking/deterioration, potholes and patches.

(c) Rutting and cross slope assessment. – Wheel rut depth in both outer and inner wheel paths shall be measured with a straight edge. If the lane is crowned in the middle the rut depth can be measured for each wheel path by laying the straight edge from the centerline of the road to center of the lane and from the center of the lane to edge of the road for the inner wheel path and outer wheel path, respectively. Cross

slope shall also be measured, using the full lane width straightedge and a "smart level" in percent mode. Again, if there is a crown in the middle of the lane the cross slope shall be measured independently, and recorded as such, for the inner and outer wheel paths. The rut depth and cross slope measurements will be made at a uniform spacing at 15 locations per mile.

(d) **Road Roughness** – Measure, record, and report the International Roughness Index (IRI) using a profilometer for each designated haul road. A full report of the Roughness assessment shall be provided to the Municipality at no cost to the Municipality prior to the commencement of construction.

(e) Core Sample- A core or crosscut sample may be required, at the Municipality's discretion, to determine necessary repairs.

5.5 Inspection of Culverts and Bridges- Within one month after the execution of this agreement, and prior to the commencement of construction, the Developer shall select a qualified engineering company, subject to approval by the Municipality, to inspect the culverts and bridges on the Designated Haul Routes. The inspection shall be done within that same month following execution of the agreement. Culverts and bridges on any other roads anticipated to serve on a 'one- time' basis or roads which could be added as Designated Haul Routes shall also be included. The third party engineer shall take photographs of the culvert and bridges. The full costs of the inspections will be borne by the Developer. Based on the inspections the selected engineering firm shall provide a report discussing the status of culverts and bridges that shall require improvements/upgrades prior to their use Project. This report shall also present the recommended improvements/upgrades to the structures and shall be submitted to the Municipality for review. The Municipality will prepare a final list of improvement/upgrade projects that must be done prior to commencement of construction. The Municipality reserves the right to require an evaluation of any bridge that will be crossed by an overweight special hauling vehicle. The evaluation shall be done by a qualified NYS licensed engineering firm.

5.6 Limitations of Road Use

(a) **Restrictions.** All other Municipal roads not selected as Designated Haul Routes are strictly forbidden for use by the Developer throughout the duration of the Project. In the event that the Developer would like to amend and add any road to the list of Designated Haul Routes during the project the Municipality shall be informed, and will determine whether or not Appendix B shall be amended. All Sections of this Agreement shall then be immediately applicable and satisfied prior to the added road being used.

(b) **"One Time Use" of a road that is not a Designated Haul Route** - In the event the Developer determines it is necessary for the Project to use a Municipal road not identified on **Appendix B** as a Designated Haul Road, then the Developer shall notify the appropriate Municipality's Designee, describing in detail such use and the reasons therefore. If the use is to be 'one time,' the Municipal Designee shall make the determination to allow the road use without the road being added to Appendix B as a Designated Haul Route. If the Developer determines that the road may be used multiple times it shall be added to Appendix B as described in Section 4 of this Article as a Designated Haul Route.

(c) Extreme Weather Conditions - Once construction begins on the Project the Municipal Designee shall be entitled, at any time, to notify the Developer that use of a/the Designated Haul Road/s may result in excessive damage to a/the Designated Haul Road/s due to weather conditions that may pose a serious safety risk to the traveling public. The Developer shall work with the Municipality's Designee to develop a plan to mitigate or prevent safety liabilities concerning all designated haul routes as a result of such weather conditions. If the Parties are able to develop a plan to mitigate or prevent such safety liabilities, then the Developer may continue to use such roads provided such mitigation is implemented. If the Parties are unable to develop such a plan, the Developer may propose an alternate route to the Project site for approval by the Municipality (such approval not to be unreasonably withheld).

Section 6: POST USE PAVEMENT SURVEY

6.1 Post Use Pavement Survey Tasks - The Developer shall engage and pay for the services of a NYS licensed Civil Engineering firm, approved by the Municipality, to do the post use survey. The Post Use Pavement Survey tasks listed below shall be completed within a three (3) month window following the project completion date.

(a) Photo & Video Survey of Roads – Repeat as described in section 5.4 (a) above.
(b) Distress Survey – Repeat as described in Section 5.4 (b) above.
(c) Rut Depth and Cross Slope measurements – Repeat as described in Section 5.4 (c) above.
(d) Road Roughness – Repeat as described in Section 5.4 (d) above.
(e) Core Sample- May be required per Municipality's discretion.

Section 7: DETERMINATION OF FINAL REPAIRS

The Municipality shall examine the post use survey data and compare it to the pre-construction survey data. Based on the data, field inspection, and structural evaluation (if necessary) the Municipality shall determine the needed repairs. If the Municipality determines repairs are necessary, such repairs as set forth in paragraphs 7.1 to 7.6. The Municipality shall prepare a report of the needed repairs that includes the treatment for each road segment and the total estimated cost of the repair. The report shall be submitted to the Developer within the first three month period after the project completion date (assuming the Developer submits the Post Use Pavement survey data to the Municipality within forty-five days).

7.1 - Class 1 Roads - Upon completion of the project, a thin asphalt concrete overlay (less than 2 inches) **or** a microsurfacing shall be done to replace the structural capacity 'loss' of the pavement and to reseal cracks, restore road smoothness and correct ride-ability deficiencies that may have been induced; the thickness, materials, and method of construction for this overlay or microsurfacing shall be specified by the Municipality. If asphalt pavement damage is significant a thick asphalt concrete overlay (greater than 2 inches) or a Cold-in-Place recycle with 1 ½" hot mix top may be required. However, if the post construction survey indicates significant deep structural damage to the pavement and base has occurred, the repair could include full pavement rehabilitation (recycling or replacement of asphalt) or full depth reconstruction (asphalt pavement and base layer reconstruction). Structural Damage to the base will be assessed by the increase in depth and width of wheel ruts and the extent of alligator cracking, potholes and patches. The Municipality shall determine the repair type (to include shoulders if necessary), and material specifications for the repair. One hundred percent (100%) of the costs of the labor, materials, equipment, design and construction inspection services, shall be paid by the Developer to the Municipality. *The Municipality retains the right to make the final decision regarding the extent and type of road repairs.*

7.2 Class 2 Roads - Upon completion of the project, a thin asphalt concrete overlay (less than 2 inches) **or** a microsurfacing shall be done to replace the structural capacity 'loss' of the pavement and to reseal cracks, restore road smoothness and correct ride-ability deficiencies that may have been induced. The thickness, materials, and method of construction for this overlay or microsurfacing shall be specified by the Municipality. If asphalt pavement damage is significant a thick asphalt concrete overlay (greater than 2 inches) or a Cold-in-Place recycle with 1 ½" hot mix top may be required. However, if the post construction survey indicates significant deep structural damage to the pavement and base has occurred, the repair could include full pavement rehabilitation (recycling or replacement of asphalt) or full depth reconstruction (asphalt pavement and base layer reconstruction). Structural Damage to the base will be assessed by the increase in depth and width of wheel ruts and the extent of alligator cracking, potholes and patches. The Municipality shall determine the repair type (to include shoulders if necessary), and material specifications for the repair. One hundred percent (100%) of the costs of the labor, materials, equipment, design and construction inspection services shall be paid

by the Developer to the Municipality. *The Municipality retains the right to make the final decision regarding the extent and type of road repairs.*

7.3 Class 3 Roads - Upon completion of the project, a thin asphalt concrete overlay (less than 2 inches) **or** a microsurfacing shall be done to replace the structural capacity 'loss' of the pavement and to reseal cracks, restore road smoothness and correct ride-ability deficiencies that may have been induced. The thickness, materials, and method of construction for this overlay or microsurfacing shall be specified by the Municipality. If asphalt pavement damage is significant a thick asphalt concrete overlay (greater than 2 inches) or a Cold-in-Place recycle with 1 ½" hot mix top may be required. However, if the post construction survey indicates significant deep structural damage to the pavement and base has occurred, the repair could include full pavement rehabilitation (recycling or replacement of asphalt) or full depth reconstruction (asphalt pavement and base layer reconstruction). Structural Damage to the base will be assessed by the increase in depth and width of wheel ruts and the extent of alligator cracking, potholes and patches. The Municipality shall determine the repair type (to include shoulders if necessary), and material specifications for the repair. One hundred percent (100%) of the costs of the labor, materials, equipment, design and construction inspection services shall be paid by the Developer to the Municipality. *The Municipality retains the right to make the final decision regarding the extent and type of road repairs.*

7.4 Class 4 and 5 Roads - If the road was not rebuilt by the Developer prior to or during the project then upon completion of the project the road will be repaired by one of the following methods; Full pavement rehabilitation (recycling or replacement of asphalt) or Full depth reconstruction (asphalt pavement and base layer reconstruction).

(a) Full Pavement Rehabilitation –Major rehabilitation of the asphalt pavement only, such as a thick asphalt overlay or a Cold-in-Place recycle with a hot mix over lay.

(b) Full Depth Reconstruction - Asphalt pavement repair/replacement and gravel base material repair/replacement.

The Municipality retains the right to make the final decision regarding the extent and type of road repairs.

7.5 One-Time Use Roads - The Developer will repair any damage caused by the project to the One-time use roads, and return such roads to the condition such roads were in prior to such damage (as near as is reasonably practicable having due regard for normal wear and tear). Prior to commencement of such repair, the Municipality and Developer shall meet to review the damage in relation to the Initial Survey or most recent subsequent survey, as applicable. The Developer shall repair (or cause to be repaired) such damage and restore the road to the standard agreed upon, unless the Developer can demonstrate to the reasonable satisfaction of the Municipal Designees that the damage was not caused by the Developer. Any repair and restoration shall be promptly performed at such times as the Developer and the Municipality determine, having due regard for safety and, the presence of emergency conditions. In the event that the Developer fails to repair such roads within the agreed period, then, unless the Parties mutually agree otherwise, the Municipality may make such repairs and shall invoice the Developer for the costs incurred by the Municipality in connection with the repair. The Developer shall pay such invoiced amounts within ten (10) days following receipt of the invoice.

7.6 Culverts and Bridges – Improvements/Upgrades to bridges and culverts may be required prior to commencement of the project. These improvements are discussed in Section 5.5. Damage as a result of the Project to a culvert or bridge structure that was not improved or upgraded must be repaired following the project, or sooner if deemed necessary by the Municipality. All modifications or repairs to culverts or bridges shall be designed by a Professional Engineer licensed to practice in New York State in accordance with accepted AASHTO and NYSDOT standards and approved by the Municipality. All damage due to Developer's work shall be mitigated, either through repair or replacement, by the Developer at its expense to the satisfaction of Municipality.

7.7 Emergency and/or Periodical Repair- The Developer will be expected to perform any emergency repairs and or periodical, necessary repairs to the haul roads, including the pavement, drainage structures, or any other highway related appurtenance that is damaged by the Project and which the Municipality determines must be repaired. The Municipality will inform the Developer of required emergency repairs and the repair shall be accomplished within a minimum of three days time. If more time is required the Developer shall inform the Municipality of the status of the repair on a daily basis. Close communication will be required between the Municipal Highway Designee and the Project Manager of the Project. All costs of the repair shall be paid for by the Developer.

7.8 Insurance Requirements- The Municipality requires the following Certificates of Insurance showing the following:

a. Certificate of Insurance showing that the contractor is carrying General Liability Insurance with limits of $2,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 products/completed operation aggregate limits. **The County shall be listed as additional named insured on the liability policy.**

b. Workers Compensation and New York State Disability Benefits Insurance**. The County must be listed as Certificate holder**. **The previously accepted ACCORD 25 forms will not be accepted as proof of Worker's Compensation or Disability Insurance.** Forms C-105.2, U-20.3, GSI-105.2 or SI-12 are the only forms that will be accepted as proof of Workers' Compensation Insurance or Disability Insurance. The only exception to this requirement is the unincorporated sole proprietorship or partnership, where there are no employees. In such event Form CE-200 (Certificate of Attestation) must be submitted.

c. The Town Highway Superintendent at 56 Geneva Street, Dresden, New York 14441 shall be notified immediately if the insurance coverage is in any way modified or terminated while this agreement is in effect.

Section 8: PERMITS

The Developer shall obtain all necessary governmental permits and approvals that are necessary to permit the Developer to make the modifications and improvements to the Designated Roads contemplated herein. The Developer shall be responsible for obtaining all required permits and approvals as follows:

1. Municipality's Highway Work Permits – For any and all work in the Municipal right-of-way (including utilities)
2. Municipality's Highway Driveway Access Permits
3. Municipality's Overweight and Special Hauling Permits
4. NYS DOT Overweight and Special Hauling Permits for County Roads
5. NYS DEC permits for water crossings, wetlands, etc.
6. Army Corps of Engineer permits for water crossings etc.

Section 9: WARRANTIES BY DEVELOPER

9.1 Workmanship and Material Warranties- The following warranty and workmanship requirements apply to all repairs, modifications, and improvements that the Developer (its contractors or subcontractors) shall make prior to or during the course of the Construction project in order to accomplish the construction process. As used herein, "Applicable Warranty Period" means, with respect to any repair, modification, or improvement by the Developer hereunder, the time period that begins on the date repairs, modifications or improvements to Designated Roads are complete and ending on the date that is twelve (12) months after such completion date.

(a) Developer's engineering responsibility, including the selection of material and equipment suitable for the repair of, and modifications and improvements to, the Designated Haul Routes and One Time Use Roads shall be carried out in accordance with **NYS Department of Transportation (NYSDOT) standards and specifications**, and Developer's construction responsibility shall be carried out in accordance with sound

construction practices. The Developer shall require from its construction contractors and subcontractors the same standards for engineering and construction practice. The Developer warrants that it shall perform and complete all repairs, modifications and improvements hereunder in a good and workmanlike manner.

(b) The Developer warrants that all repairs, modifications and improvements hereunder shall be free from defects in material and workmanship. The Developer shall remedy any defects in the repairs, modifications and improvements performed hereunder including repairs, modifications and improvements, workmanship, materials and equipment provided by subcontractors during the "Applicable Warranty Period". A "defect" means any and all design, engineering, construction, manufacturing, installation, materials, equipment, repairs, modifications or improvements which (1) does not conform to the terms of this Agreement (2) is of improper or inferior workmanship, or (3) is not suitable for use under the applicable climatic and range of operating conditions. The Municipality will determine whether there are defects, as explained.

9.2 Remedies- During the Applicable Warranty Period, the Municipality shall notify the Developer in writing of any defects in the repairs, modifications or improvements. At no additional cost to the Municipality, the Developer shall proceed promptly to take such action relating to its performance or that of its subcontractors hereunder as is necessary to cause the repairs, modifications and improvements to comply with the warranties specified in this Agreement. The Developer shall be available either at the project or by telephone for the performance of warranty repairs on a seven (7) day a week, twenty-four (24) hours per day basis.

9.3 Final Waiver of Liens- The Developer warrants that all repairs, modifications, improvements and materials furnished in connection with the performance by the Developer under this Agreement shall be free and clear of all liens

Section 10: WARRANTIES BY DEVELOPER
A bond, letter of credit, or cash escrow (to be determined by Municipality) will be required for each designated haul road in an amount to be determined subsequent to the designation of Haul routes but prior to signing of the final agreement. The Bonded amounts shall be in accordance with the following schedule:

1. Class I Roads - $150,000 per mile
2. Class II Roads - $150,000 per mile
3. Class III Roads - $140,000 per mile
4. Class IV Roads - $70,000 per mile

These amounts are merely guidelines and the Municipality retains the right to change them as necessary.

The final release of all bonds/letter of credit/cash escrow will be determined once all damage has been repaired to the satisfaction of the Municipality.

Section 11: FEES

A non-refundable processing fee of one-thousand dollars ($1,000) payable to the Municipality must accompany each executed Appendix A.

The Municipality reserves the right to issue a stop-work order and consequent revocation of this agreement for violations of agreement.

Mr. Flynn presented and indemnification agreement with the Yates County Highway for use of their equipment. This contract is for three (3) years.
Motion by Mr. Morris 2nd Mrs. Francisco authorizing the Supervisor to sign the contract, carried by all.

Motion by Mrs. Francisco, 2nd Mr. Morris reappointing Linda Lefko to the Planning board for a term to 2019 and Chris Hansen to the ZBA for a term to 2017, carried by all.

Mr. Flynn announced that the budget must be amended in the General Fund due to larger PILOT payment than anticipated. Motion by Mrs. Francisco, 2nd Mr. Morris, to amend the 2012 budget to reflect the PILOT payment increase of 19,246.carried by all.

Torrey Clean up weekend will be July 28 & 29 at 9:00AM-2 each day with Yates County "Sweaps" program providing the labor. Only cost to Town will be feeding the laborers. Providing food on site will eliminate the need to transport prisoners back to Yates County Corrections for lunch.

Jeff Finger Highway Supt. Reported that one round of mowing has been completed in the town road sides. The town has no contract to mow County roadsides.
He reported pipe replacement on Hopeton road is completed.
He submitted Oil & Stone plans for Hopeton, Log Cabin and Vineyard Roads. Motion by Mr. Morris 2nd Mrs. Francisco to accept this plan, carried.

Mary Lilyea reported that the tentative roll is completed. Board of Assessment Review will be held on May 24, 2012 in town meeting room 4:00pm to 8:00 pm for property owners to grieve their assessments.

Tim Dennis discussed Pictrometry used by the YC Sheriff's office E911. Due to the expense of this program the Sheriff would like Towns and Villages to share the cost. This will be further researched.
Mr. Petersen and Mrs. Lilyea use this program seldom. Not cost effective for the town.

Sheriff Ronald Spike sent a copy of the annual report of the calls, responses and programs for 2011.

There will be training for Zoning and Planning board members in the Yates Co. Auditorium June 26, 2012 5:00PM – 9:00PM for 3 hours of credit training, cost $ 5.00 sponsored by Ontario & Yates Planning Boards.

Memorial Day services May 28, 2012 at Dresden UMC and Evergreen Cemetery starting at 10:30 AM

John Ghidiu of Anthony Beach Road, inquired as to the outcome of the Steep Slopes violation on Log Cabin Rd. Mr. Flynn stated that it is pending trial at this time.

Mr. Flynn made a motion to move into executive session for a personnel matter, 2nd by Mrs. Francisco carried at 8:15PM
Actions in Executive Session:
Motion by Mr. Morris 2nd Mr. Petersen, to continue Medical Insurance of William Hansen for June July and August. His 10% co pay will be waived during this period. This will be reviewed again in August and pending the outcome of his medical issues.
Executive session closed at 8:35 PM
There being no further business before the board Mr. Flynn made a motion to adjourn at 8:40, 2nd. Mr. Morris, carried

Respectfully submitted,