



PUBLIC NOTICE



TOWN OF HUNTINGTON PROPERTY OWNERS/HOMEBUILDERS

SHOULD ANY PROPERTY OWNERS MAKE IMPROVEMENTS
TO THEIR PROPERTY IN OUR TOWN

THE FOLLOWING INFORMATION IS VERY IMPORTANT:

THE TOWN OWNS APPROXIMATELY 8' BEHIND THE
CURB OR EDGE OF PAVEMENT WHICH IS REFERRED TO AS THE
RIGHT-OF-WAY ON TOWN ROADS

***NEW YORK STATE HIGHWAY LAW GIVES JURISDICTION OF TOWN
ROADS TO THE ELECTED SUPERINTENDENT OF HIGHWAYS
HIGHWAY OFFICE PERMITS ARE REQUIRED TO DO ANY WORK
LISTED BELOW ON TOWN ROADS AND RIGHT-OF-WAY,
OR SIDEWALKS ON COUNTY AND STATE ROADS :***

Curb cut-New Entrance(s)-Curbs or sidewalks-Driveway aprons-Tree removal, Electric, gas, water sewer, or other utility hookup including cable TV. Town code only allows asphalt or concrete materials to be used

All other materials such as brick, belgium block, or stone need to file a Hold Harmless Agreement

•FOR PERMIT, HOLD HARMLESS, OR LIABILITY INSURANCE INFORMATION•
•PLEASE CALL: RICH SCHEFFLER 631-351-3075(ext. 119)•

HELP KEEP HUNTINGTON BEAUTIFUL

WILLIAM NAUGHTON

Superintendent of Highways

30 Rofay Drive
Huntington, NY 11743

V: (631) 351-3075 F: (631) 499-3512 Hotline: (631) 499-0444

wnaughton@huntingtonny.gov

To: All Permit Applicants
From: Rich Scheffler, Construction Coordinator/Permits

Please fill out the enclosed permit application and return it to the Highway Office. Be sure to include a **\$100.00 check (no cash)** to the **Town of Huntington Highway Office** with each permit. Applications should include a blueprint or sketch with measurements describing the work to be performed and a self-addressed stamped envelope.

If you have any questions regarding permits and/or Hold Harmless Agreements, feel free to contact me.

Rich Scheffler
Town of Huntington Highway Office
30 Rofay Drive
Huntington, NY 11743
Phone (631) 351-3075
Fax (631) 499-3512

Some permits may require a Hold Harmless Agreement and/or bond. Should your permit application require either, follow these instructions:

Hold Harmless Agreement

1. A notarized copy of the Hold Harmless form, which has been signed by the property owner(s) as signature(s) appear on the deed.
2. A copy of the "Schedule A" from the deed of the property in question. This is the legal description of the property, usually one page that describes the bounds of the property. The document must be legible and suitable for the County Clerk to microfilm. Any questions regarding the filing fees for the Hold Harmless should be directed to the Clerk's office at (631) 852-2043.
3. The **Section, Block and Lot** number of the property. (Usually on the "Schedule A").
4. A **check** payable to the **Suffolk County Clerk** in the amount of **\$120.00** (this is the minimum fee, additional page filing will increase by **\$5.00** for each page and **\$60** for each additional lot).

Bond

A certified check is required. The Highway Office during the permit application process shall determine the amount of the check. This check will only be deposited if the holder fails to make proper restoration of the work area and the Highway Office makes the restoration. Whether or not proper restoration has been made is the sole discretion of the Highway Office. The liability of the applicant may extend beyond the amount of the bond check.

Application to Perform Work in a Town Right-Of-Way

Name: _____ Date: _____

Address: _____

Phone: _____

Location
Of Work: _____

Type of Work Performed:

- _____ New Curb Cut For Driveway (Conforming)
_____ New Curb Cut For Driveway (Non-Conforming)¹
_____ Curb Replacement/Installation (Conforming)
_____ Curb Replacement/Installation (Non-Conforming)¹
_____ Other (Specify) _____

Work performed impacts paved area in any way? No/Yes²

Work performed impacts concrete area in any way? No/Yes²

In order to obtain a permit, you will need the following:

1. A sketch of the work to be performed on 8 ½ x 11" paper
2. This application completed and signed.
3. A check payable to the **Town of Huntington Highway** for \$100.00

Applicant Signature

¹ Any structure other than a driveway, apron, curb, sidewalk or catch basin is non-conforming. Any driveway, curbing or sidewalk material other than asphalt or concrete is non-conforming. All non-conforming structures or material require a Hold Harmless Agreement between the property owner and the Town of Huntington.

² Work impacting existing pavement or concrete requires a bond to insure proper restoration.

NOTARY PAGE

(OWNER) Sign & Print

(OWNER) Sign & Print

(STATE OF NEW YORK)

(COUNTY OF SUFFOLK)

On the ____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ and _____, 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 within instrument and acknowledged that they executed the same in their capacity and by their signature(s) on the instrument, the individual, or the person on behalf of which the individual(s) acted, executed the instrument.

Notary for above

By: William Naughton
Superintendent of Highways

(STATE OF NEW YORK)

(COUNTY OF SUFFOLK)

On the ____ day of _____, in the year 20____, before me the undersigned, personally appeared, William Naughton, personally known to me or proved to me the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary for William Naughton

HOLD HARMLESS AGREEMENT

This Agreement is entered into this _____ day of _____,
by and between _____, ("Owner") residing at _____
_____ and Owner of property located at _____
_____, (the "Property") and the Town of Huntington, Suffolk County,
New York ("Town"),

WHEREAS, the Owner has requested permission from the Town to continue the
existence of or the construction of a non-conforming structure, fixture or device described herein
as _____
_____ and located at the "Property",

WHEREAS, the Town has agreed to grant such permission by the issuance of a permit
for the aforementioned non-conforming structure, fixture or device, in consideration of an
agreement to the covenants by the Owner as herein contained.

NOW, THEREFORE, the parties agree as follows:

1. The Owner agrees to maintain and assume total responsibility for said structure,
fixture, or device and release and hold the Town harmless for any damages inadvertently caused
by the Town equipment in roadway servicing and shall hold harmless, indemnify and defend the
Town against any and all claims for personal injury and property damage by either party or third
parties caused by or related to said structure, fixture or device at the "Property";

2. The Owner agrees to purchase and maintain homeowners liability insurance
extending insurance coverage to that area containing and including the aforementioned structure,
fixture of device at the "Property", and the failure to procure insurance is a material breach of
this Agreement for which the Owner will be held liable and responsible for any monetary
awards, judgments, settlements and cost of attorney fees in defense of any claim or action.

3. The Owner agrees that these covenants run with the land, as herein after set forth,
binding the Owner, his heirs, successors, or assigns, and may not be terminated or revoked
without the written consent of the Town. This Agreement shall be filed with the County Clerk's
Office in Riverhead at a cost to be incurred by the Owner.

4. The Town reserves the right in its sole discretion to revoke said permit should it
be deemed necessary by the Town to improve upon or otherwise utilize the Town's right-of-way
or if said non-conforming structure, fixture or device is deemed to become a danger or public
nuisance.

The "Property" so affected:

STREET ADDRESS: _____

DISTRICT: 0400 SECTION _____ BLOCK _____ LOT _____