

Office Use Only
Agreement



Department of Public Works

7 Court Street, Room 210
Belmont, New York 14813
Phone: 585-268-9230
Fax: 585-268-9648

DRIVEWAY PIPE AGREEMENT

Instructions: Please fill in all information in **Section One** of this form and submit along with any other required documentation to Allegany County Department of Public Works. Once the form has been received and reviewed the appropriate district foreman will fill in Section Two to determine what size and length of pipe is needed. The engineering department will and fill Section Three, to determine cost. **The completed form will then be returned to the applicant to be signed and returned to the County with a check or money order in the stated amount due; made payable to the stated current supplier (amount due and current supplier is found in section three).**

SECTION ONE:

Application is hereby made for a Driveway Pipe Agreement:

Description of location pipe is to installed:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Is map showing desired location attached:

Phone: (____) _____

Yes No

SECTION TWO:

Length of Pipe: _____ Diameter of Pipe: _____ Number of Bands _____

District Number and District Foreman: _____

SECTION THREE:

This office is currently under contract with _____ of _____ for sluice pipes.

Length of Pipe: _____ ft.; Diameter _____

Present Price is \$ _____/ft. x _____ ft. = \$ _____

_____ Band(s) Required (\$ _____/ea.) ** Total Amount Due: \$ _____ (Includes 8.5% Sales Tax)

Please make a check or money order in the amount of \$ _____ payable to _____ and mail to Department of Public Works with the signed Driveway Pipe Agreement.

Acknowledgment: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST TO ENTER IN AGREEMENT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES AND OTHER OBLIGATIONS SET FORTH IN THIS AGREEMENT AND WARRANT COMPLIANCE THEREWITH. SEE ATTACHED AGREEMENT AND CONDITIONS. (Sheet 2)

Applicant Signature: _____ Date: _____

Approved by Superintendent of Public Works _____ Date: _____

Agreement and Conditions

WHEREAS, the Owner desires to have a sluice installed along the right-of-way of said County Road in order to obtain access to the Owner's property, and

WHEREAS, generally the Superintendent's experience has been that such sluices are not installed properly when done privately and as a result the shoulders of roads have deteriorated by reason of improper sluice alignment, and

WHEREAS, by reason of the foregoing, the Superintendent will permit installation of a sluice for the owner if this is accomplished by County Personnel, and

WHEREAS, such installation work by County Personnel for the benefit of a private land owner is prohibited by law unless the best interests of the County of Allegany required that such work be performed by its own personnel and that it receive full compensation for such work.

NOW THEREFORE, said parties, inconsideration of their respective and mutual promises and agreements hereinafter set forth, promise and agree as follows:

1. That Owner will attach with the Driveway Pipe Agreement all documentation needed to prove ownership of the land the pipe is being requested to be installed on.
2. That Owner will write a description of the location of the pipe.
3. That Owner will mark the desired location of the driveway on a suitable map.
4. Within receipt of a Driveway Pipe Agreement, the County will fill in Sections Two and Three and return to the owner within a reasonable time.
5. The Owner will sign the completed agreement and mail back with appropriate payment.
6. The deposit must be in the form of a check or money order made payable to our current sluice pipe vendor.
7. That upon receipt of the check and signed agreement the Superintendent will install the sluice within a reasonable time thereafter, utilizing pipe from County stock to expedite installation.
8. Upon completion of the installation of the sluice the check will be used to purchase the pipe that was removed from stock.
9. That in the event the Owner does not desire the sluice to be installed and this desire is expressed to the Superintendent in writing and received by him before any installation work is performed, then the aforesaid deposit shall be returned to Owner.
10. In the event any installation work is commenced before the above written notification to desist is received by the Superintendent, then the full amount of deposit, at the option of the Superintendent, be forfeited to the County of Allegany as liquidated damages.
11. The said parties for themselves, their heirs, distributees, successors, executors, administrators and assigns, do hereby agree to the full performance of the conveyances herein contained.
12. That Owner will be responsible for the maintenance and replacement of any pipe other than that is recommended by the Superintendent. This meaning that, if Owner chooses to supply his/her own pipe, Owner will be responsible for any situation that arises from anything other than what is prescribed above. The Superintendent shall determine whether an owner-supplied pipe is adequate for installation and meets the requirements of the department.