



Town of Preston Driveway/ Highway Permit Application

Driveway Location Street Address:

Owner: _____ Phone: _____

Address: _____ Email: _____

Contractor: _____ Phone: _____

Street Address _____ Email: _____

FOR TOWN ROADS ONLY – ALL STATE ROADS, APPLICANT MUST CONTACT CT DOT

- _____ 1. \$150.00 application fee Check # _____ Cash _____
 - _____ 2. Plot plan showing details of this application
 - _____ 3. Copy of the Deed and ROW (for non-conforming parcels)
 - _____ 4. Post minimum required Bond with the Planning and Zoning Office (a minimum of \$2,500.00 as a separate check)
- *** An additional bond may be required upon further review as determined by the Public Works Manager.

This permit will be valid for one year from the date of issuance.

- Before a driveway cut/apron or road opening on any Town road can be completed, whether for residential, commercial, or industrial purposes, the owner of the property shall submit a driveway permit AND a bond in the amount approved by the Public Works Manager/Director (PWM) shall be posted at the Planning and Zoning Office. If on a State Road/highway, the permit must be obtained by the Department of Transportation, District 2.
- The Public Works Manager/Director may increase the minimum bond amount as noted above, if he/she deems it necessary based on on-site conditions.
- All necessary drainage pipes, culverts, headwalls and/or catch basins and/or ditches must be installed where deemed necessary and shall be approved by the Town Engineer or the Public Works Manager/Director. The cost of such drainage improvements is at the expense of the home owner.
- The Public Works Manager/Director shall review all sight distances for the driveway. If sightline modifications are required, it shall be done at the expense of the homeowner.
- Paving from the edge of the traveled roadway to the property line shall consist of bituminous concrete compacted to a depth of at least two (2) inches; this may vary with the written permission of the Public Works Manager/Director.
- All driveway aprons must conform to one of the two attached driveway apron details or as approved by the Public Work's Manager/Director.
- If the Town Engineer is required to review the driveway plan (as determined by the Public Works Manager/Director), the homeowner is required to cover the cost of the engineer's review.
- The holder/owner of this permit is responsible for any damage done to the town road in the building of the approach.

Special Requirements for Construction of Driveway Approach and Apron

- Tracking pad must be installed *prior* to construction work and inspected by the ZEO; and maintained during construction phase.
- Trim/remove trees and vegetation on both sides of driveway to allow for an unobstructed sight distance, as approved by Public Works.

Owner Signature _____ Date _____

Application Fee: _____ **Check#:** _____ **Cash:** _____

Permit approval date: _____

Conditions of Approval:

Approved Public Work Manager/Director: _____ **Date:** _____

This permit is valid for one year. **Expiration Date:** _____



Driveway/ Highway Permit Bonding

Owner: _____
Address _____

Bonding:

The attached *Financial Guarantee* must be submitted and signed by the homeowner, not the contractor.

Bond Amount Deposited: _____

Bond in the form of:

Cash or Check

- Cash:
- Check Number: _____

Date Bond is received: _____
Town Treasurer _____ Date _____

Bond Release Information:

Form attached and work approved for bond release

Signed Public Works Manager/Director: _____ Date _____

Amount of bond released by Town Treasurer: _____

Signed Town Treasurer _____ Date _____

Town Contacts:

Public Works Manager/Director, Jarred Harris: 860-887-5581 ext. 150
Zoning Enforcement Officer Jenn Lindo: 475-275-7661
Planning and Zoning Office, Kim Lang: 860-887-5581 ext. 118

Original- Treasurer, **Copy-** Homeowner, Building Dept., P & Z Dept., ZEO, and Public Works

Excerpt from Preston Zoning Regulations

3.14.3 Lot Access, Driveways, or Road Openings.

- a) Every lot developed for residential purposes shall have a driveway access from an improved and accepted town street or state numbered highway. The driveway must be located on the owner's property, unless the driveway serves a legal non-conforming (landlocked) parcel with no road frontage. Prior to issuing a permit for such nonconforming lot with no road frontage, the owner of the property shall prove the legal non-conforming status of the lot to the satisfaction of the ZEO and its right to use the proposed driveway access on the property of the others. The applicant's attorney shall provide a legal opinion regarding the legal location of the non-conforming lot access. A plot plan shall be provided showing the location of the driveway access on the property of others. The plot plan shall be prepared at an accuracy acceptable to the ZEO. The ZEO may require an A-2 survey.
- b) The creation of a driveway cut/apron or road opening on any Town road, whether for residential, multi-family, commercial, or industrial purposes, shall require the owner of the property to submit a driveway permit to the Planning and Zoning Office, and shall be installed in accordance with the Public Works Department specifications which are available in the Planning and Zoning Office. All such permits shall be approved by the Public Works Manager/Director.
- c) Fee for a Driveway Cut/Apron, Road Opening Permit shall be one hundred fifty (\$150) payable to the Town of Preston. If there is the need for the Town Engineer to review the plans or the installation of the driveway cut/apron or road opening. The owner shall be responsible for paying all engineering fees.
- d) All driveway cut/apron or road opening shall address the gutter flow from town road or other related drainage. No driveway shall have drainage that is directed to the town road unless approved by the Town Engineer and/or Public Works Manager/Director.
- e) A driveway plan shall be submitted for any driveway over four hundred (400) feet in length. All safety concerns including access for emergency vehicles and drainage shall be addressed. All such driveways shall require review by the Fire Chief, and if necessary, the Town Engineer.
- f) Any section of a new driveway having slopes greater than eight percent (8%) grade must be paved with at least 2" of bituminous concrete over 8" of processed gravel. A driveway detail shall be provided by the owner.
- g) A shared driveway shall not be permitted unless within a multifamily or commercially/industrially planned development.
- h) Every driveway shall have adequate sight distance as determined to be acceptable by the Public Works Manager/Director. The cost for sight improvements shall be at the owner's expense whether or not the driveway improvements are located on the owner's property or in the Town road right of way.

- i) A driveway cut/apron or road opening permit bond in an amount acceptable to the Public Works Manager/Director, but not less than two thousand five hundred (\$2,500), shall be provided to the Planning and Zoning Department and held in the Office of the Treasurer. Once the driveway apron is installed, all required driveway improvements are made, and/or the road opening is completed, the Public Works Manager/Director shall inspect the improvements, and if acceptable, shall notify the Planning and Zoning Department, who will notify the Treasurer and the bond shall be returned to the owner.
- j) Any alteration of an existing driveway, including bituminous surfacing, regarding drainage improvements, will require a Zoning Permit issued by the ZEO and reviewed by the Public Works Manager/Director. All drainage will be considered in the review and may require review and approval by the Town Engineer at the expense of the applicant (there is no application fee for this).
- k) If a driveway or driveway apron is installed, a road opening is completed, or if an alteration is made to an existing driveway without review by the Public Works Department, the Zoning Enforcement Officer shall notify the owner of the property and if not resolved within seven business days, shall issue a Notice of Zoning Violation.
- l) In the event the driveway apron, driveway installation, or road cut requires the review by the Town Engineer, as determined by the ZEO or Public Work's Manager/Director, the applicant/owner shall pay for any costs for review by the Town Engineer.
- m) A Zoning Permit for a new home cannot be issued until the driveway apron permit is approved by the Public Work's Department. A final Zoning Compliance for a new home cannot be issued by the ZEO until the Public Work's Manager/Director approves all improvements made for the driveway apron. If during the winter season it is not possible to pave the driveway apron or the driveway over 8% grade, a bond may be posted to ensure pavement is completed. Said bond shall be set by the ZEO with recommendation from the Public Works Manager/Director or the Town Engineer. According to the Connecticut General Statutes, the Building Inspector cannot approve a Building Permit or Certificate of Occupancy respectively, until the ZEO approves the Zoning Permit or Final Zoning Compliance.

DRIVEWAY FINANCIAL GUARANTEE AGREEMENT

THIS AGREEMENT is entered into on _____, 2024 by and between THE TOWN OF PRESTON, by its Public Works Department (hereinafter referred to collectively as “Public Works”), and _____ (hereinafter collectively referred to as “Homeowner”).

WHEREAS, the Developer has agreed to provide a financial guarantee for the installation of Driveway Apron and applicable drainage, in the form of a cash bond and in the amount of _____; *and*

NOW THEREFORE, the parties agree as follows:

1. Homeowner hereby pledges the Financial Guarantee as security for the fulfillment of its obligations stated above. In furtherance of such pledge, Developer herewith presents to the Town the cash Financial Guarantee; and

2. As the required Driveway Apron and applicable drainage is installed, the Public Works Manager may reduce or release the amount of the Financial Guarantee, provided that the Financial Guarantee shall at all times be in an amount determined by the Public Works Manager to be adequate for the completion driveway apron and applicable drainage. If any such issue arises, the Financial Guarantee shall not be released and may be drawn upon by the Public Works Manager to resolve any such issues.

3. In the event the Homeowner fails to satisfactorily install the driveway apron and the applicable drainage accordance its approval issued by the Public Works Manager, the Town shall be, and hereby is, empowered to draw on the Financial Guarantee in accordance with its terms and to use the proceeds to cure such default and to reimburse the Town for any and all expenses incurred as a result of such default, including, without limitation, all costs for retaining contractors, legal assistance, insurance coverages, and installation of the driveway apron and applicable drainage, curing such default. In curing any such default, the Town shall, without interference from the Homeowner, retain the services of a contractor to cure the default. Said process shall be accomplished in a summary manner without further notice to the Homeowner. In the event the costs of curing any such default is expected to exceed the amount of the Financial Guarantee, the Homeowner shall pay the difference to the Town in advance within five (5) days of written demand being made therefore. Withdrawals from the Financial Guarantee and demands for the provision of further funds from the Homeowner may occur in accordance with the provisions of this paragraph. The proceeds shall be held by the Town in a segregated account for the purposes of paying such liabilities as they occur. Once all the obligations placed upon the Homeowner have been satisfied as determined by the Public Works Manager, and the Town has otherwise been made whole, any remaining balance in such segregated account shall be paid over to the Homeowner by the Town and the Financial

Guarantee shall be returned to the Homeowner to the extent that any portion of it remains undrawn.

4. This Agreement may not be assigned by Homeowner, but shall nevertheless be binding upon its successors and assigns.

5. This Agreement may not be modified except by a writing executed by the parties with the same degree of formality as this Agreement.

6. Nothing herein shall be construed as limiting any remedy which the Town may otherwise have under its ordinances and regulations or the laws of the State of Connecticut or the United States of America or as a matter of equity, including the remedy of specific performance. The Town may pursue any remedy alternatively, successively, or concurrently unless otherwise prohibited by law.

7. Nothing herein shall be deemed to require the Town to cure any default of Homeowner or to continue or complete any cure, if any attempt to do so has been commenced, or to prohibit or require the Town from expending the full amount from the Financial Guarantee whether or not the Town takes any action to cure any default of Developer permitting such presentment.

8. No third party shall be deemed to obtain any rights or benefits under this Agreement against the Town for any action or inaction by the Town in the pursuit of any cure of the default by Developer or in pursuit of any rights and remedies available to it hereunder.

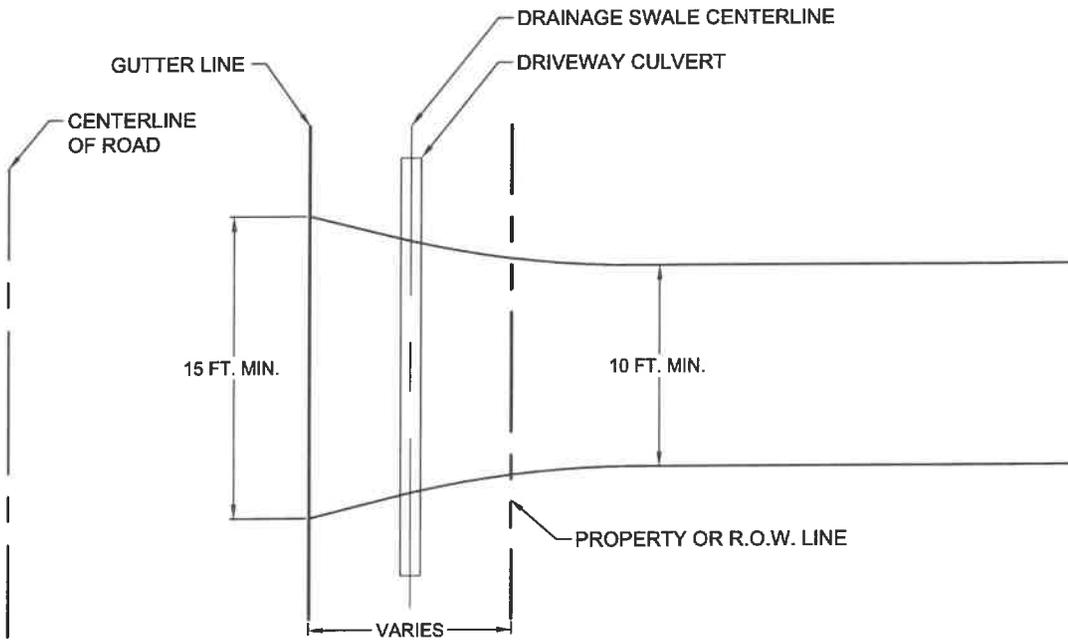
9. If the Town proceeds to cure any default of Homeowner, it shall be deemed to have an irrevocable license from Homeowner for the Town and its agents and contractors to go upon the lands of Homeowner for purposes of performing such cure.

10. This Agreement is to be construed in light of the applicable Zoning and Subdivision Regulations of the Town and laws of the State of Connecticut governing the use of land. To the extent that this Agreement is found to conflict with any such regulation or law, such regulation or law shall prevail and all provisions of this Agreement shall remain in full force and effect as amended to comply with such regulation or law.

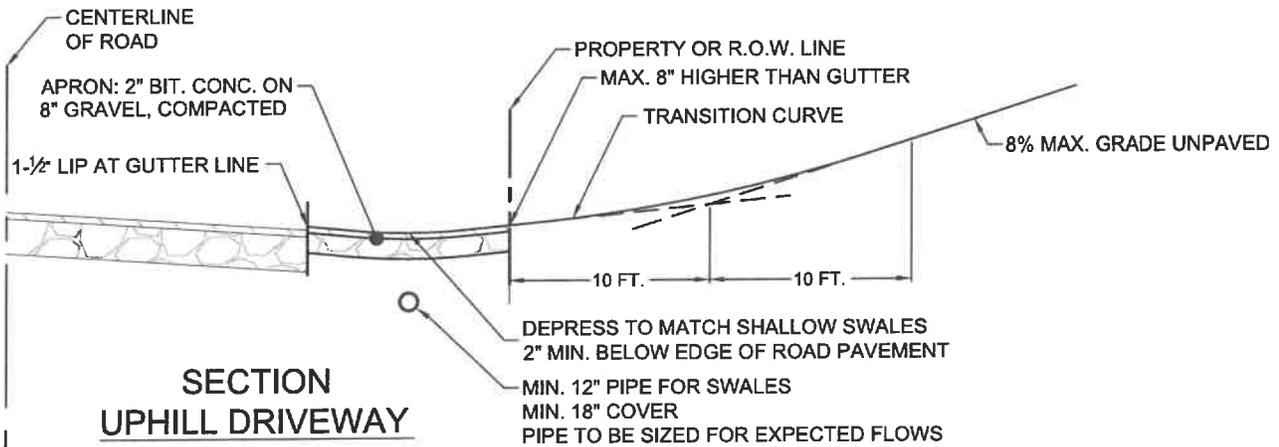
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

_____ Homeowner's Signature

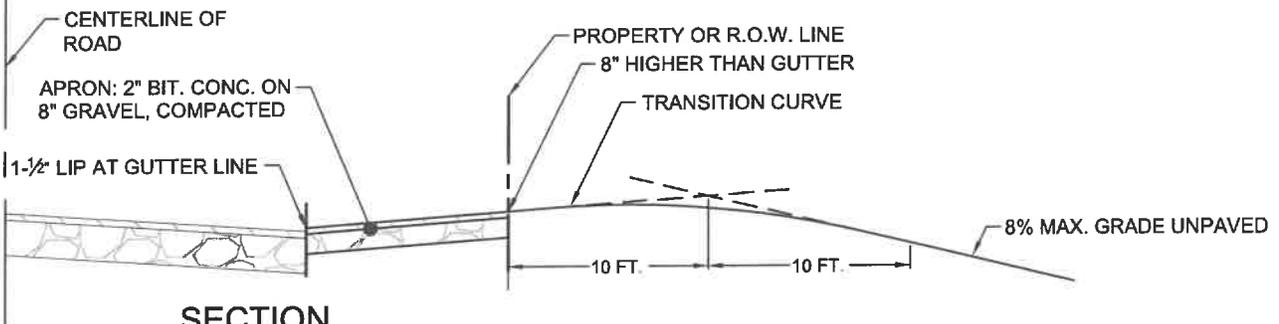
_____ Date



PLAN VIEW



SECTION UPHILL DRIVEWAY



SECTION DOWNHILL DRIVEWAY

TOWN OF PRESTON

Typical Driveway Apron Detail

GENERAL NOTES:

1. WITHIN LIMITS OF CONNECTICUT STATE HIGHWAYS, CONNDOT REQUIREMENTS SHALL GOVERN FOR PAVEMENT, BASE AND RELATED SPECIFICATIONS.
2. CALL BEFORE YOU DIG: 811 OR 1-800-922-4455.

SCALE: NTS

DATE: 02/07/2024

DRAWN BY: JJC

