

IMPORTANT NOTICE: Carefully read and fully comply with the conditions stated in this permit. To avoid serious damage to underground communication cables, gas mains, water mains, the Permittee should contact the owners thereof and obtain their permission before starting work which may interfere with such lines. Conduct your operations safely. Prevent accidents. Before discharging explosives in grounds and excavations, it is mandatory to notify at least 72 hours in advance, the person or municipality distributing gas in that area. The Permittee and/or his successor in interest shall be responsible for all future maintenance of all work done under this permit.

Proposed Starting
Date _____

TOWN OF DEWITT
Highway Department

Reference:
Permit No.:

Date Work
Completed _____

DeWitt, New York

Special Permit:
Annual Permit:

APPLICATION FOR PERMIT

For Water Mains, Sewer Lines, Telephone-Telegraph Installations, Electric Light Line, Electric Power Line, Miscellaneous Structures, Drainage Enclosure.

Pursuant to Sections 103, 104 and 136 of the Highway Law and Section 14 of the Vehicle and Traffic Law.

TO: Superintendent of Highway Department of the Town of DeWitt, Application is hereby made by the undersigned. _____

whose principal place of business is at _____
to _____

_____ on or across a Town Highway, Street, or Right of Way situated in the Town of DeWitt known as _____

in accordance with the map and plan hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth: all forming a part hereof. This applicant will obtain any and all other consents and permits that may be necessary to accomplish the purposes set forth herein, as it is understood that in granting such permit, this Department merely expresses its assent insofar as it is authorized.

Protective Liability Insurance required on this permit covered by Undertaking dated _____ 20____, or by Protective Liability Insurance Policy No. _____ which expires on _____.

PERMIT

For Water Mains, Gas Mains, Sewer Lines, Telecommunications, Electric Light Line, Electric Power Line, Miscellaneous Structures, Drainage Enclosure.

PERMISSION IS HEREBY GRANTED

To above applicant (hereinafter referred to as "Permittee"), to proceed as set forth and represented in the attached and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth ; all forming a part hereof, to-wit:

CONDITIONS AND REGULATIONS

1. The privilege granted by this permit does not authorize any infringement of Federal, State or local laws or regulations, and is limited to the extent of the authority of this department in the premises. Such permit shall not be assigned or transferred without the written consent of the Highway Superintendent for the Town of DeWitt, or his representative.
2. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Highway Superintendent, or his representative.
3. The Highway Superintendent, or his representative, shall be given one week's notice by said Permittee of the day when it intends to begin the work authorized by this permit and prompt notice of its completion.
4. The said Permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to the installation, maintenance, use or existence of any facility of the Permittee, or which arises out of the activities of the Permittee, its contractors, subcontractors of either or both, agents or employees, in connection with any act or omission hereunder, and the said Permittee does hereby expressly agree to indemnify and save harmless the Town of DeWitt and/or the Highway Superintendent, and his representatives and employees, from any claims, suits, actions, damages and costs of every name and nature and description, arising out of or resulting from any act or omission hereunder of either the said Permittee or the Town of DeWitt and its agents, servants and employees, and the said Permittee does hereby further expressly agree to pay any damages because of injury to or destruction of part or all of any bridges or structures owned and maintained by the Town of DeWitt, or which may be cause, directly or indirectly by any occurrence and arising out of the existence, maintenance or use of any facility or the matter and contents thereof as such facility, matter and contents are authorized for the installation, connection, maintenance, transportation or transmission on and across any bridge or structure, pursuant to the terms of this permit.
5. The Permittee shall obtain a protective Liability Insurance Policy issued to and covering the liability of Town of DeWitt, Division of the Highways of the Town of DeWitt and/or the Highway Superintendent, with respect to all operations under this permit by the Permittee or by anyone acting by, through or for the Permittee, including omission and supervisory acts of the Town of DeWitt. The limit of liability in such policy shall be not less than \$1,000,000 for all damages arising out of bodily injury (including death), and property damage. Such policy shall state that it will not be changed or canceled until 10 days written notice has been given to the Highway Superintendent, or his representative. Unless expressly waived, in writing, by the Highway Superintendent, or his representative, the Permittee shall furnish

with the application filed, in order to obtain this Permit, a certificate of insurance verifying the amounts of protective liability insurance.

6. The enumeration in this permit of this kind and amount of insurance shall not abridge, diminish or affect the Permittee's legal responsibility for the consequences of accidents arising out of or resulting from the operations of the Permittee under this permit.
7. Any cash undertaking or a certified check deposited with the Highway Superintendent before or at the time of the insurance of this permit, shall be deemed to including and be used as security so that the Highway, or any part thereof, will be restored to its original condition where disturbed at the expense of the Permittee, and as soon as the work has been completed and the said Highway Superintendent or his representatives is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose should the said Permittee neglect or refuse to perform the work.
8. It shall be deemed the responsibility of the Permittee of any and all claims and damages arising out of operations by this permit which may result because of any dangerous conditions created by the existence of any debris or obstruction left on the pavement or roadside during the progress of the work which may be either within the Highway, right of way or on adjacent property. Should the Highway Superintendent or his representative, discover any hazardous condition so created, he may issue verbal instructions or written notice to the Permittee to eliminate the cause. In the event the Permittee fails to take immediate action to remove such hazardous condition, the Highway Superintendent reserves the right to take such action as it may deem necessary to safeguard the public. All cost resulting therefrom shall be paid by the Permittee and shall be deducted from any deposit on file or any surety given by the Permittee. In the event the expenses exceed the amount of any surety bond or deposit, the Permittee shall promptly pay the balance due.
9. The Highway Superintendent, or his duly authorized representative, reserves the right to revoke or annul this permit at any time without the necessity of a hearing or showing cause.
10. The Permittee agrees to pay all necessary expenses incident to any supervision and inspection by reason of the granting of such permit as may be certified by the Highway Superintendent, and such payment will be made within ten days from the rendering of the account.
11. Work authorized by this permit shall be commenced within thirty days from the date of permit and shall be performed in a workmanlike and expeditious manner without unreasonable delay or interference with public travel. The Permittee shall provide all necessary and suitable safeguards so as to reduce to an absolute minimum any dangerous condition hazardous to life, limb or property.
12. The Permittee shall submit with the application filed inn order to obtain a permit to said Highway Superintendent, or his representative, a detailed plan of any structure to be built, if any, with a description of the proposed method of construction before any work hereunder is started.

13. Traffic shall be maintained and flagmen provided by the applicant and/or Permittee during the period of time the work is in progress and until its final completion. The applicant and/or Permittee assume full responsibility for all traffic control and are required to place adequate warning signs at least 300 feet on each side of the work site.
14. The Permittee expressly agrees that the rights of abutting property owners in fee to the center line of the Highway shall not be encroached upon, and that any drainage, sewer or water pipes or appurtenances which are laid under this permit shall be placed at least four (4) feet below, and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the Highway, and that portion of the pipe which passes under the pavement shall be pipe-driven, and in no case shall the pavement be disturbed. Upon the completion of the work, the Highway shall be left in as good condition as before the work was performed and to the complete satisfaction of the Highway Superintendent.
15. The applicant and Permittee agrees to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the Highway under the terms of this permit, and agrees to save the Town harmless from any and all damages which may accrue by reason of and location in the Highway whether due to the negligence of the said Permittee or the negligence of the Town of DeWitt, its agents, servants and employees, and upon notice from the Highway Superintendent, the said Permittee agrees to make any and all repairs required for the protection and preservation of the Highway, and said applicant and Permittee further agrees that upon the failure of said applicant and/or Permittee to make such repairs, they may be made by the Highway Superintendent at the sole expense of the applicant and such expense shall be a prior lien upon the land benefited by and from the use of the Highway for such pipes, hydrants and appurtenances. It is further agreed by the applicant and Permittee that any injury or disturbance of the paved portion of the Highway, its shoulders or drainage ditches, which may occur hereafter by reason of the laying of any drainage, sewer or water pipes and their appurtenances, shall be repaired and at the expense of the applicant and Permittee and to the complete satisfaction of the Highway Superintendent.
16. If the road upon which this permit is issued is at any time repaired, improved or reconstructed by the State, County or other municipality, the applicant Permittee or any successor in interest to said applicant and Permittee shall, upon the written request of the Highway Superintendent, before its improvement, at the applicant and Permittee's own expense, remove any drainage, sewer or water pipe or appurtenances which may have been placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with any rules and regulations as may be laid down at the time of said improvement.
17. It is understood and provided that this permit shall not be effective as regards any the Highway, street, avenue or bridge over which the Town of DeWitt has no jurisdiction.
18. It is mandatory that before discharging explosives in the ground or excavations where gas lines may be located, that the Permittee must notify at least 72 hours in advance, the person or municipality distributing gas in that area.

19. The rules and regulations covering the method of performing work and which are attached hereto and made a part hereof and hereby regarded and made a part of this permit insofar as they are specifically modified herein.

METHOD OF PERFORMING WORK

BACKFILLING AND PAVEMENT RESTORATION

The backfilling and pavement restoration of openings made under the jurisdiction of this Article shall comply with the following regulations and specifications:

- A. Unpaved roads. The applicant shall restore the surface to as good a condition as existed prior to the excavation by replacing as much of the material excavated, if suitable, as is necessary in accordance with standards set by the Highway Superintendent. If the backfill material, in the opinion of said Highway Superintendent, is unsuitable, the applicant may be required to use run-of-crusher limestone. No backfill shall contain stone larger than six (6) inches in diameter, nor shall shale rock be used. Materials shall be placed in the trench in uniform layers not to exceed twelve (12) inches of thickness and shall be compacted to obtain 95% of standard proctor density. The surface of the backfill shall be maintained in first-class condition as determined by the Highway Superintendent for a period of six (6) months.
- B. Flexible-base pavements.
1. The trench shall be backfilled to within 18-inches of the original surface with native material to obtain 95% of standard proctor maximum density. If the specified compaction cannot be obtained with native material, the trench shall be backfilled with run-of-crusher limestone.
 2. For temporary pavement replacement, the remainder of the trench shall be filled to the original surface with run-of-crusher limestone. All settlement shall immediately be filled with run-of-crusher limestone.
 3. The edges of the exiting pavement shall be saw cut evenly a minimum of one foot beyond the trench line or disturbed base whichever is greater.
 4. To install permanent pavement, the top 4-inches of run-of-crusher limestone shall be removed and 2 ½ inches of compacted binder course (NYSDOT Item 403.13) and 1 ½ inches compacted top course (NYSDOT Item 403.1901) shall be installed.
- C. Rigid-base (Concrete) pavements

1. Rigid-base (concrete) pavements shall be replaced on a case by case basis as directed by the Highway Superintendent.

SPECIAL CONDITIONS

A. If necessity arises in the future because of the work on the Highway system and/or its structures, requiring the removal, relocations, or replacement of the installation authorized by this permit said work shall be done as directed by the Highway Superintendent or his representative, and all cost and expense so incurred shall be the obligation of the said Permittee or his successor in interest.

1. In addition to the aforementioned conditions, if it is found necessary by the Highway Superintendent to add to or otherwise modify the same, it is to be understood such changes shall form a part of this permit and be compiled with immediately upon notice.

Dated at Town of DeWitt, New York, this _____ day of _____ 20__.

Highway Superintendent

In consideration of the granting of the within permit, the Undersigned hereby accepts the same subject to the restrictions and regulations therein described.

Dated at Town of DeWitt, New York, this _____ day of _____ 20__.

Signature of Applicant

Title, if signed by Representative

Fees Paid

Received by; Comptroller, Town of DeWitt

