

**TOWN OF SULLIVAN
HIGHWAY DEPARTMENT**

Permit No. _____

Proposed Starting
Date _____

Date Worked
Completed _____

APPLICATION FOR PERMIT

For: Drainage, Sewer and Water Pipes, Gas Mains, Telephone and Telegraph Installations, Cable, Wireless Data Facilities, and other Communications, Electric Light and Power Lines, and other Miscellaneous Structures within roadway and public right of way.

Pursuant to Highway Law §149

TO: HIGHWAY SUPERINTENDENT
of the Town of Sullivan

Application is hereby made by the undersigned, _____

_____ ("Applicant")

whose principal place of business is at _____

to (describe and specify type and extent of distribution center) _____

on or across a Town highway(s) known as (describe all specific locations) _____

in accordance with the map(s) and plan(s) hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth, all forming a part hereof. The 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, the Highway Superintendent merely expresses his assent insofar as it is authorized.

Security required on this permit covered by cash deposit in the amount of \$ _____ or by undertaking from _____, dated _____, which expires on _____.

PERMIT

PERMISSION IS HEREBY GRANTED to above Applicant 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 the Town of Sullivan Highway Superintendent ("Superintendent") in the premises. Such permit shall not be assigned or transferred without the written consent of the Superintendent or his representative.

2. The work authorized by this permit shall be performed so as to leave the highway associated improvements, drainage facilities and appurtenances and land in the public's right-of-way in as good condition as before the work was performed and to the satisfaction of the Superintendent or his representative.

3. The Superintendent shall be given one week's notice by the Applicant of the day when it intends to begin the work authorized by this permit and prompt notice of its completion.

4. The Applicant shall be responsible for all damages resulting in bodily injury, including death, and/or property damage due to the installation, maintenance, use or existence of any equipment or facility of the Applicant, or which arises out of the activities of the Applicant, its contractors, subcontractors of either or both, agents or employees, in connection with any act or omission hereunder; and the said Applicant does hereby expressly agree to indemnify and save harmless the Town of Sullivan and/or the Superintendent, and their 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 Applicant or the Town of Sullivan, and its officers, agents, servants and employees.

5. The Applicant shall obtain a Comprehensive Liability Insurance Policy covering the liability of the Applicant with respect to all operations under this permit by the Applicant or by anyone acting by, through or for the Applicant. The limits of liability in such policy shall be as follows: \$3,000,000 in the general aggregate (except products-completed operations); \$1,000,000 in the aggregate for products-completed operations (includes independent contractors); \$3,000,000 for each occurrence (bodily injury and property damage); property damage liability insurance must provide explosion collapse and underground coverage, where applicable, in the amount of \$500,000; \$2,000,000 in the aggregate and \$1,000,000 for each occurrence, for contractors protective liability insurance; and \$3,000,000 for automobile liability bodily injury for each person and each accident, and \$500,000 for each property damage for each accident. Unless expressly waived in writing by the Superintendent or his representative, the Applicant shall furnish with this application a certificate of insurance verifying that such insurance is in effect.

6. Any cash undertaking, certified check or other security deposited with the Town of Sullivan before or at the time of the issuance of this permit, shall be deemed to be used as security so that the highway, or any part thereof, will be restored to its original condition, and the Superintendent or his representative is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose should the said Applicant neglect or refuse to perform the work. In the event the expenses exceed the amount of such deposit, the Applicant shall promptly pay the balance due.

7. The Applicant shall provide all necessary and suitable safeguards so as to reduce to an absolute minimum any dangerous condition hazardous to life, limb or property. The Applicant shall be responsible for the payment of any and all the claims and damages arising out of the work 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 Superintendent or his representative, discover any hazardous condition so created, he may issue verbal instructions or written notice to the Applicant to eliminate the cause. In the event the Applicant fails to take immediate action to remove such hazardous condition, the Superintendent reserves the right to take such action as he may deem necessary to safeguard the public. All cost resulting therefrom shall be paid by the Applicant and shall be deducted from any deposit on file or any surety given by the Applicant. In the event the expenses exceed the amount of any surety bond or deposit, the Applicant shall promptly pay the balance due.

8. The Superintendent may, upon his determination that the Applicant has failed to comply with any condition contained herein, revoke this permit at any time without the necessity of a hearing and may remove any pipes, lines or other appurtenances which may have been placed in the highway pursuant to this permit.

9. The Applicant agrees to pay all expenses incidental to any supervision and inspection certified by the Superintendent to be necessary, and such payment will be made within ten (10) days from the rendering of the account.

10. Work authorized by this permit shall be commenced within thirty (30) days from the date of permit and shall be performed in a workmanlike and expeditious manner without unreasonable delay or interference with public travel unless otherwise authorized in writing by the Highway Superintendent.

11. Traffic shall be maintained by the Applicant during the period of time the work is in progress and until its final completion. The Applicant assumes full responsibility for all traffic control and is required to place adequate warning signs at least 300 feet on each side of the work site and provide flagmen where necessary.

12. The Applicant expressly agrees that the rights of abutting property owners shall not be encroached upon, and that any gas, drainage, sewer or water pipes, or electrical, telephone, telegraph or other lines or appurtenances which are laid under this permit shall be placed at least three (3) feet below, and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway.

13. The Applicant agrees to keep in good repair all pipes, lines, 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 of Sullivan and the Superintendent harmless from any and all damages which may accrue by reason of said location in the highway whether due to the negligence of the said Applicant or the negligence of the Town of Sullivan, its agents, servants and employees, and upon notice from the Superintendent, the said Applicant agrees to make any and all repairs required for the protection and preservation of the highway including such repairs as may be required after completion of the work, and said Applicant further agrees that upon the failure of the said Applicant to make such repairs, they may be made by the Superintendent at the sole expense of the Applicant and such expense shall be a prior lien upon the land benefited by the construction for which the permit is granted.

14. If the highway is at any time repaired, improved or reconstructed by the State of New York, the County of Madison, or the Town of Sullivan, the Applicant, or any successor in interest to said Applicant shall, upon the written request of the Superintendent, before its improvement, at the Applicant's own expense, remove any gas, drainage, sewer or water pipe, or electrical, telephone, telegraph drainage facility (or improvements) or other lines 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 improvements.

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

16. Under no circumstances shall the Applicant perform any "open cuts" of pavement within the Town of Sullivan's highway or shoulder area.

(a) Existing pavement shall be saw cut and new pavement shall be keyed to existing pavement in a manner acceptable to the Superintendent.

(b) All work operations (unless otherwise specified) will be conducted between the hours of 9:00 A.M. and 3:00 P.M. If for any reason, the work operation is not completed by 3:00 P.M., any trench will be backfilled and traffic restored not later than 3:00 P.M. of each work day.

(c) After the underground installation has been completed, the trench within the pavement and shoulder area will be backfilled with a "run of crusher material" thoroughly compacted in 6" layers through the use of mechanical tampers to within 7" of the surface of the existing pavement.

(d) Immediately after the trench has been backfilled in accordance with subparagraph (b) above, a minimum of 6" of Item 403.13 (Asphalt Concrete Type 3 Binder Course) will be placed and thoroughly compacted within the pavement area of the trench after which it will receive a thoroughly compacted application of Item 403.19 (Asphalt Concrete Type 7F Top Course High Friction) up to the level of the existing pavement on either side of the trench. It will be the responsibility of the contractor to inspect and shim the patched area as necessary in order to provide a safe highway at all times until the final patch has been placed and the project accepted by the Superintendent.

(e) After the final consolidation of the trench area described in subparagraph (c) above has been achieved, which determination will be made by the Superintendent, the final settlement will be corrected within the trench area after which a 1" compacted thickness of Item 403.19 (Asphalt Concrete Type 7F Top Course High Friction) shall be placed and rolled with a roller having a minimum weight of 15 tons. This final surface shall begin and end at a point at least 5 feet on either side of the former trench area.

Dated this ____ day of _____, _____.

Signature of Applicant

BY: _____
Title, if signed by representative