TOWN OF CAZENOVIA - HIGHWAY DEPARTMENT
7 ALBANY STREET
CAZENOVIA, NY 13035
Phone (315) 655-9213 Fax (315) 655-2556

HIGHWAY WORK PERMIT APPLICATION FOR UTILITY WORK

Town Reference Permit #: _____ Date Work Completed: _____

Application is hereby made by the undersigned for performing work within the Town of Cazenovia Highway System right-of-way, pursuant to sections 103, 104, and 136 of the Highway Law. In addition, the undersigned agrees to all conditions and regulations stated hereinafter or attached to this permit application.

_____ _____
Name or Company *Federal ID or SSN*

_____ _____
Mailing Address *Printed Name*

_____ _____
City/State/Zip *Title*

_____ _____
Phone Number/Fax Number *Applicant Signature*

Protective Liability Insurance is required by the applicant for work of the description and location described within this permit:

Insurance Company Name: _____

Policy #: _____ Expiration: _____

DESCRIPTION AND LOCATION

_____ _____
County Road Name *Town*

_____

_____
Description of Work to be Performed

Plans Attached: YES NO (circle one) Specifications Attached: YES NO (circle one)

**********IMPORTANT NOTICE**********

The permitee and/or its successor in interest shall be responsible for all future maintenance of all work done under this permit. In addition, a copy of this permit, construction documents, or applicable plans and specifications shall be available on site by a qualified company representative, prior to commencing work and for the duration of the work.

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Approved by: _____ Town of Cazenovia Highway Superintendent

Title: _____ Date: _____

CONDITIONS AND REGULATIONS

1. LANGUAGE
   The Town of Cazenovia Highway Superintendent and/or his/her representative herein after will be referred to as the Superintendent. The applicant listed on page 1 will be referred to as the permitee. Town of Cazenovia as well as the Highway Department will be referred to as the Town.
2. PROTECTIVE LIABILITY INSURANCE COVERAGE
   Unless expressly waived, in writing by the Superintendent, the Permitee must have protective liability insurance coverage in accordance with the Town requirements. The insurance policy will be issued to and cover the liability of the Town and the Superintendent, with respect to all operations under this permit, including omissions and supervisory acts of the Town. The limit of liability in such policy shall not be less than $1,000,000.00 for all damages arising out of bodily injury, including death and property damage. Such policy shall state that it will not be changed or cancelled until 30 days written notice has been given to the Superintendent. Expiration of, or lack of, liability insurance automatically terminates the permit. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permitee's legal responsibility for the consequences of accidents arising out of or resulting from the operations of the permitee under this permit.
3. COMPENSATION INSURANCE AND DISABILITY COVERAGE
   The applicant certifies all persons concerned with the actual work under this permit are duly covered by Workmen's Compensation Insurance and the State, County, and Town shall be held harmless on account thereof.
4. FEDERAL INDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER
   Chapter 55 Laws of 1992 require this number. Failure to provide this number will result in rejection of Application of Highway Work Permit.
5. NOTIFICATION
   Upon approval of this permit, the permitee shall notify the Town of Cazenovia Highway Department Office, one week prior to commencing work and promptly upon completion. Emergency work performed by public service utilities should be reported the next workday. The permitee shall notify gas distributors 72 hours prior to any blasting, and notify utility companies with facilities within the work area, in accordance with NYS Code 753. The permitee must coordinate their work with any county construction being conducted nearby.
6. DEPOSIT/BOND
   A security deposit may be required as a condition precedent to granting of the permit if so determined by the Superintendent. The amount required shall depend on the type of work to be performed. Any cash undertaking or certified check deposited with the Superintendent, before or at the time of the issuance of this permit, shall be deemed to include and be used as security so that the highway system, or any part thereof, will be restored to its original condition. If the Town is obliged to restore the site to its original condition, the costs will be deducted from the permitee's deposit. Costs in excess of deposit will be billed directly to the permitee. The Town shall return the unused balance to the permitee no less than 30 days from the date of receipt and no more than 30 days from the completion of the work.
7. SITE CARE AND RESTORATION
   The permitee agrees to keep in good repair all underground and overhead utilities that may be placed within the highway right-of-way, under the terms of this permit. It is further agreed by the permitee that any injury or disturbance of the pavement structure, substructure support, or the highway drainage system, which may occur hereafter by reason of work authorized by this permit, shall be repaired at the expense of the permitee to the complete satisfaction of the Superintendent. No unnecessary obstruction shall be left on the pavement, within the right-of-way, or in such a position as to block warning signs, during working or non-working hours. No work shall be done to modify or obstruct existing drainage patterns contiguous to or within the right-of-way. All falsework must be removed, and all excavations must be backfilled and restored, to the satisfaction of the Superintendent.
8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT
   All costs to the Town resulting from work performed under this permit, or incurred costs beyond the limits of the protective liability insurance, are the responsibility of the permitee. Town of Cazenovia shall be held free of any direct or indirect costs incurred by the issuance of this permit.

**Applicant Signature _____

9. METHODS OF CONSTRUCTION
Standard techniques applicable to the type of work shall be utilized for all work authorized by this permit. All underground utilities crossing highway pavements shall, whenever possible, be installed beneath the roadway without disturbance to the pavement structure, subsurface support, drainage, or any other underground utilities. Otherwise, prior to commencement, the Superintendent shall approve any open cut of the pavement structure. Wherever pavement is open cut, it will be saw cut, and replacement shall be in accordance with the Town of Cazenovia Utility Trench and Pavement Restoration Detail.

10. SUBMITTING WORK PLANS
Approval of this permit will require the applicant to submit work plans, with this permit application, as required by the Town. They shall include such details as measurements of structures with relation to nearest property corner, location of poles and guys, a schedule of the number of poles, and feet of proposed work necessary for completion of the work within the right-of-way. A description of the proposed method of construction shall be included.

11. TRAFFIC MAINTENANCE
The permitee shall maintain and protect traffic in accordance with the NYSDOT Manual of Uniform Traffic Control Devices at all times during working and non-working hours until construction is completed.

12. INSPECTION AND SUPERVISION
The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Superintendent. The permitee 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 Superintendent. Such payment shall be made within 30 days from the rendering of the account.

13. SCOPE
   a) Areas covered - This Permit is issued for highways, bridges and culverts over which the Town has jurisdiction. This permit shall not be applicable for any highway, street, avenue, or bridge over which the Town does not have jurisdiction.
   b) Legal - The privilege granted by the permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of the Town, and this permit shall not be assigned or transferred without written consent from the Superintendent.
   c) Superintendent's Reservation - The Superintendent reserves the right to modify, revoke, or annul the permit at any time, at his discretion without a hearing or the necessity of showing cause.
   d) Locations - The Superintendent shall approve locations and/or construction activity. No utility elements shall be placed within 10 feet of the outside edge of the paved surface, unless site conditions warrant such and approval is granted by the Superintendent. Sewer pipes, water pipes, or their appurtenances, which are installed under this permit shall be placed at least 4 feet below the ground surface, and in such a manner that they do not interfere with the pavement structure, subsurface support, drainage system, or other components of the highway. Reduced cover may be approved where site conditions warrant, subject to safeguards as may be specified or approved in this permit. The permitee expressly agrees that the rights of abutting property owners shall not be encroached upon.
   e) Work Commencement - Work should start within 30 days from validation date of permit or said permit may be revoked.

14. SPECIAL CONDITIONS
   - Any relocation, replacement, or removal of the installation authorized by this permit made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permitee, as directed by the Superintendent, and all expense so incurred shall be the obligation of, the Permitee or its successor in interest.
   - The said applicant hereby agrees to hold the State, County, and Town harmless on account of damages of any kind which may arise or occur as a result of the work authorized by this permit, either during the progress of same or within a period of five years from the date of such completion, and to defend at said applicant's own expense any and all actions instituted against the State, County, or Town to recover for such damages.

**Applicant Signature _____