

# Permit To Construct, Maintain, Repair Utilities Within The Village of Richfield Right-Of-Way



## Applicant

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Expected Start Date \_\_\_\_\_

Expected Completion Date \_\_\_\_\_

Type of Utility Installation \_\_\_\_\_

Description of Location \_\_\_\_\_

### Utility Location:

\_\_\_\_ Cross Right of Way      \_\_\_\_ Parallel to Right of Way

\_\_\_\_ Overhead                      \_\_\_\_ Underground

\*\* Attach one copy of a sketch showing utility locations.

Plans Prepared By: \_\_\_\_\_

**\$75 FEE**

Online Payment

### Proposed Method of Installation

- Tunnel
- Open Cut
- Bore
- Plow
- Trench
- Suspend on Poles
- Suspend on Towers

Signature of Authorized Utility Representative \_\_\_\_\_

Date \_\_\_\_\_

### Permit Approval From The Village of Richfield

For Village Use Only

Permit # \_\_\_\_\_

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Check Number: \_\_\_\_\_ Cash: \_\_\_\_\_

This application is approved and permit issued by the Permitting Authority subject to full compliance with the Village of Richfield ordinances and conditions stated herein and on the reverse side hereof and all attachments.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

## **Policies & Indemnification**

The entire cost of constructing and maintaining the utility shall be the obligation of the applicant. The location of the utility within the road/highway right-of-way shall be as represented in the application submitted as a basis of this consent and permit. It shall be the responsibility of the applicant to determine the location of, and suitably protect from damage, any underground facilities already in place in the area influenced by the permitted work.

All poles used in the construction of overhead transmission lines shall be placed in a manner and location so as not to interfere with use of the road/highway by the public or use of adjoining land by the owners thereof.

No trees or shrubs shall be cut, trimmed or branches thereof cut or broken in the construction or maintenance of the utility without the consent of the owner of the tree.

Any brush, trash, waste, or rubbish resulting from construction or maintenance shall be removed from the road/highway. Construction and maintenance operations shall be performed without closing any road/highway to traffic except as may be specifically authorized by the Village. All driveways shall remain open to vehicular traffic. Unless otherwise authorized, two-way traffic shall be maintained at all times. Proper barricades, signs, flags, lights and flagmen shall be provided and maintained at all locations where construction and maintenance work interferes with normal use of the road/highway.

Any excavations shall be backfilled with suitable granular material, placed in layers compacted mechanically to the density of the adjacent ground. Any subsequent settlement or heaving shall be repaired to the satisfaction of the Village.

Temporary sheeting and shoring shall be used as necessary to prevent soil caving in trenches and tunnels. Roadway surfaces, pavements, structures, vegetation or other highway facilities damaged shall be repaired or restored within thirty (30) days from the date that construction or maintenance work is begun in an area unless specific approval is granted by the Village for additional time to complete restoration.

Whenever any digging is done in the ditch, it must be restored to its original state; i.e., topsoil, reseeded and mulched, gravel shoulders, asphalt and/or erosion control fabric (if applicable) within 30 days.

The Applicant shall save and hold the Village, its trustees, employees, agents, and all private and governmental contractors and subcontractors with the Village, harmless from and against all liability, damage, loss, expense, claims, demands and actions of any nature whatsoever (including any by Applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the Village for locations of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the Village property or right-of-way pursuant to this permit or any other permit issued by the Village for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the Village, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or other liability of the Village, the Applicant, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Village, its officers, employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the Village for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or Village property of right-of-way with or without a permit issued by the Village, for any loss of data, information, or materials; for trade-mark, copyright or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other dispositions, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Upon completion of the work, written notice thereof shall be filed with the Village Clerk.

The Village reserves the right to stop any or all work if conditions are not compatible.