TOWN OF JOHNSBURG
Highway Superintendent
PO Box 7
North Creek, NY 12853
518-251-2113

PERMIT TO WORK IN TOWN RIGHT-OF-WAY

Insurance Policy #_____ Permit #_____

Expiration Date _____ Expiration Date_____

     WHEREAS, a Town Road known as _____

is part of the Town Road System and

     WHEREAS, _____, whose address is

_____, whose telephone

number is, _____ does hereby request permission to

_____

_____

_____

     NOW, THEREFORE, permission is granted to the applicant to do said work subject to the following conditions:

     A (Certified Check) (Bond) in the sum of $_____ made payable to the Town of Johnsburg is (On File) (To Be Deposited) as security that the highway will be restored to its original condition where disturbed at the expense of the applicant, as soon as work has been completed and the said Town Superintendent of Highways 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.

SPECIAL CONDITIONS

_____

_____

_____

     In consideration of granting this permit the undersigned accepts it subject to the conditions described.

_____   _____
                  Applicant   Town Supt. Of Highways

Date:_____   Date:_____

IMPORTANT NOTICE: Carefully read and fully comply with the conditions on reverse. To avoid damage to power and communication lines and cables, water mains, etc., applicant shall contact the owners thereof and obtain their permission before starting work.

1. The privilege granted by the permit does not authorize any infringement of Federal, State, or local law 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 Superintendent of Highways.

2. The work authorized by the permit shall be performed under the supervision and to the satisfaction of the Highway Superintendent or his representative.

3. The Highway Superintendent shall be given one week's notice by the applicant of the date when he intends to begin the work authorized by the permit, and prompt notice of it completion.

4. The applicant 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 applicant or which arises out of the activities of the applicant, its contractors, sub-contractors of either or both, agents or employees in connection with any act or omission hereunder; and does hereby expressly agree to indemnify and hold harmless the Town and/or Highway Department and/or the Highway superintendent and his representatives and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from any act or omission hereunder, and does hereby further expressly agree to pay any damages because of injury to or destruction of part or all of any bridge, or other structure agree to pay any damages because of injury to or destruction of part or all of any bridge, 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 installation, connection, maintenance, transportation, or transmission on and across any such bridge, or other structure, pursuant to the terms of the permit.

5. Unless expressly waived by the Highway Superintendent, the applicant shall furnish with the application a policy of protective liability insurance issued to and covering the liability of the People of the Town of Johnsburg and/or Highway Superintendent of the Town of Johnsburg, with respect to all operations under the permit by the applicant or by anyone acting by , through or for the applicant, including omissions and supervisory acts of the Town. The limit of liability of such policy shall not be less the $100,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, not less than $300,000 for all damages arising out of bodily injury, including death any time resulting therefrom, sustained by two or more persons in any one accident, and not less than $50,000 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, not less than $500,000 for all damages arising out of injury to or destruction of property during the policy period. Such policy shall state that it will not be changed or cancelled until ten days written notice has been given to said Highway Superintendent and acknowledged.

6. The enumeration in the permit of the kind and amount of insurance shall not abridge, diminish, or affect the applicant's legal responsibilities for the consequences of accidents arising out of or resulting from the operations of the applicant under the permit.

7. Any undertaking, bond or certified check required by and deposited with the Highway Department before or at the time of issuance of the permit by the Highway Superintendent shall be deemed to include and be used as security that the highway or any part thereof will be restored to its original condition where disturbed, at the expense of the applicant, as soon as the work has been completed and the said Highway Superintendent is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, would the said applicant neglect or refuse to perform the work.

8. It shall be deemed the responsibility of the applicant for the payment of any and all claims for damages arising out of operations by the 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 Superintendent, or his representative, discover any hazardous conditions 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 conditions, the Department reserves the right to take such action, as it may deem necessary to safeguard the public. All costs resulting therefrom shall be paid by the applicant to be deducted from deposit on file or Surety given by the applicant. In the event the expenses exceed the amount of Surety Bond on deposit, the applicant shall promptly pay the balance due.

9. The Highway Superintendent reserve the right to revoke or annul the permit at any time and at his discretion without a hearing or the necessity of showing cause.

10. The applicant agrees to pay all necessary expenses incident to supervision and inspection by reason of the granting of a permit as certified by the Highway Superintendent, such payment to be made within ten days from rendering of the certified account.

11. Work authorized by the permit shall be commenced within 30 days from date of permit and performed in a workmanlike and expeditious manner without unreasonable delay or interference with public travel. The applicant shall provide suitable safeguards so as to reduce to an absolute minimum any dangerous conditions hazardous to life, limb or property.

12. The applicant shall submit to the said Highway Superintendent a detailed plan of structure to be built, if any, with a description of proposed method of construction, before any work is started.

13. Traffic shall be maintained by the applicant on the highway while the work is in progress and until its final completion.

14. The applicant hereby certifies that he has secured compensation for the benefit of, and will keep insured during the performance of the described work, such employees as are required to be insured by the provisions of the Workmen's Compensation Law, and Acts amendatory thereof.

15. It is understood and provided that the permit shall not become effective, as regards any highway, street, avenue or bridge over which the Town of Johnsburg Highway Department has no jurisdiction.

16. If necessity arises in the future because of highway maintenance, reconstruction or new construction, requiring the relocation, replacements or removal of the installation authorized by the permit, said work shall be done and all expenses shall be borne by applicant, his grantees, successors, or assigns.