

CALL OUPS ☎811

# CITY OF CENTERVILLE RIGHT-OF-WAY PERMIT



Phone #: (937) 428-4782

Fax #: (937) 433-0286

PERMIT NO. \_\_\_\_\_

Work For Excavation Into Any Street, Sidewalk, Alley or Public Right-of-Way

I, (we), the undersigned, \_\_\_\_\_ do hereby request a permit to excavate in the public right-of-way of the City of Centerville, Ohio as described below:

STREET: \_\_\_\_\_

Work to begin approximately: \_\_\_\_\_ and will require \_\_\_\_\_ days,

for the purpose of: \_\_\_\_\_

PROVISIONS:

Chapter 1024 (Streets & Sidewalks) of the Code of Ordinances of the City of Centerville, Ohio adopted April 4, 1994 and amendments thereto, shall be fully complied with. Acceptable new or like-new signs, barricades, lights and, if necessary flagmen and watchmen, will be placed on the job for the maintenance of traffic at all times, day and night, during the time this work is being done (per the current Ohio Manual of the Uniform Traffic Control Devices for Construction and Maintenance Operations). All trenches five (5) feet or more in depth shall be sheeted and shored to the satisfaction of the City Engineer. All the above timbering should be removed as the backfilling progresses. No sheeting shall be left in place. Notification of eight hours prior to backfilling or resurfacing must be given to the City.

INSURANCE:

I, (we), assume all responsibility for and will hold the City of Centerville harmless from any and all claims for personal injuries and/or property damage arising from this work. Attached is a Certificate of Insurance showing the type of insurance and limits which I/we currently have in force. The City of Centerville has been named as an additional insured as per your request.

Responsibility under this permit will remain in force until the City has granted a release.

I, (we) herewith enclose the \$50.00 fee and agree to comply with Chapter 1024 of the Code of Ordinances of the City of Centerville, Ohio, and amendments thereto, and the conditions of this application, which I have read.

FOR CITY ONLY:

Deposit for Bond \$ \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Permit Fee \_\_\_\_\_ Applicant \_\_\_\_\_

Completion Date \_\_\_\_\_ Address \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Fax # \_\_\_\_\_

DATE APPROVED \_\_\_\_\_

BY \_\_\_\_\_

Operations Manager

## ADDENDUM

THE \_\_\_\_\_ and the City of Centerville ("City"), to further define the rights and obligations of each with regard to this use of the right of way or easement, agree as follows:

I. Obligations of \_\_\_\_\_

A. In addition to other conditions set forth in the easement, \_\_\_\_\_ shall:

1. Use its best efforts to cooperate with the City and other occupants of the right of way (if any), consistent with safety, and to minimize traffic and other disruptions including street cuts;
  2. Participate in such joint planning in advance notification of right of way work as the City might set forth in its regulations, excepting such work performed in emergencies or other exigent circumstances;
  3. Cooperate with other users of the right of way in the utilization of, construction in and occupancy of the rights of way but only to the extent it is not inconsistent with the grant thereof or is not additionally burdensome to any property owner;
  4. Upon written notice from, and at the direction of the City, and at \_\_\_\_\_ sole cost, \_\_\_\_\_ will promptly remove or rearrange facilities upon its poles as necessary, during any construction, repair or modification of any street or within the limits of any road right of way, as defined in O.R.C. 4511.01 (UU), inconsistent with then current uses of \_\_\_\_\_;
  5. Provide maps or other information in such form and at such times, as the regulations require. Said maps and information shall locate, describe and identify all uses, structures and facilities of \_\_\_\_\_ in the rights of way;
  6. Perform all work, construction, maintenance or removal of structures and facilities within the right of way in accordance with good engineering and construction practice including any appropriate safety codes and in accordance with the regulations and use best efforts to repair and replace any street, curb or other portion of the right of way, or facilities or structure located therein, to a condition materially equivalent to its condition prior to such work and to do so in a manner which minimizes any inaccommodation to the public, the City and other users of the right of way, all in accordance with the City's regulations;
  7. Register with all appropriate underground reporting services; and
  8. Not, unless otherwise set forth in a permit and without City's prior written approval, enter into leases or other agreements for the use of \_\_\_\_\_ facilities located within these rights of way except for such use by other holders of City permits or franchises.
- B. \_\_\_\_\_ hereby assures the City that any subcontractors or others performing any work or services in the right of way on behalf of

- C. \_\_\_\_\_ shall comply with all applicable provisions of this easement and addendum and \_\_\_\_\_ shall be responsible and liable hereunder for all actions of any such subcontractor.

II. Notice of Right of Way Work, Joint Planning

- A. \_\_\_\_\_ shall file a written notice with the City Manager in accordance with the standard work permitting process before working in or on the right of way. In addition to such other information as the City Manager may require, such notice shall contain or indicate, to the extent possible;

1. The right of way affected;
2. A description of any facilities to be installed, constructed or maintained;
3. Whether or not any street will be opened or otherwise need to be restricted, blocked or closed;
4. An estimate of the amount of time needed to complete such work;
5. A description and timetable of any remedial measures planned to close any street opening or repair any damage done to facilitate such work;
6. A statement verifying that other affected or potentially affected users of the right of way have been notified; and
7. A statement that any consumes of any utility, cable television, communications or other service which will be adversely affected by such work have been or will be notified.

- B. \_\_\_\_\_ may, under emergency or other exigent circumstances, work in the right of way so long as it uses its best efforts to provide the City the notice required by this section at the earliest possible time.

III. Use of \_\_\_\_\_ Facilities

The City shall have the right to install and maintain free of charge, upon any poles and within any underground pipes and conduits or other facilities of \_\_\_\_\_ any facilities desired by the City unless

- (i) such installation and maintenance unreasonably and materially interfere with existing and future operations of \_\_\_\_\_, or
- (ii) such installation and maintenance would be unduly burdensome to \_\_\_\_\_.  
\_\_\_\_\_ shall cooperate with the City in planning and design of its facilities so as to accommodate the City's reasonably disclosed requirements in this regard. The City's use of any such facilities shall be limited solely to the City's own official uses. The City shall not resell services of such facilities or sublease capacity on or transfer such facilities to others. The City's use of such \_\_\_\_\_ facilities shall be subject to the terms and conditions of \_\_\_\_\_'s tariffs regarding access to structures.

IV. Indemnity

\_\_\_\_\_ shall indemnify, protect and hold harmless the City for any claim, loss or damage arising in any way from \_\_\_\_\_'s use of the right of way including but not limited to the construction, operation or maintenance of \_\_\_\_\_'s facilities or from any negligent or wrongful act or omission committed by \_\_\_\_\_.

V. Removal of Facilities

- A. In the event \_\_\_\_\_ intends to discontinue use of any facilities within the right of way, \_\_\_\_\_ shall submit a notice to the City Manager describing the portion of the facilities to be discontinued and the date of discontinuance, which date shall not be less than 30 days from the date such notice is submitted. \_\_\_\_\_ shall remove and secure such facilities as set forth in the notice unless directed by the City Manager to abandon such facilities in place.
  
- B. Upon such abandonment and acceptance by the City in writing, full title and ownership of such abandoned facilities shall pass to the City without the need to pay compensation. \_\_\_\_\_ shall however continue to be responsible for all taxes on such facilities or other liabilities associated therewith until the date accepted by the City.