

DEPARTMENT OF PUBLIC WORKS

PERMIT NO:

Fultonville, New York

**APPLICATION FOR PERMIT
FOR
TELEPHONE - FIBER OPTICS**

TO: Eric M. Mead
Commissioner of Public Works, County of Montgomery

Application is hereby made by the undersigned, whose principal place of business is at

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to.....

.....

on or across a County Road situate in the Town of

County of Montgomery, known as

in accordance with the map and plan hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof. This applicant will obtain any other consents or permits that may be necessary to accomplish the purposed set forth herein.

.....
(Name of Applicant; add title if signed by a representative)

Dated: Recommended:

Dated: Signed:

Eric M. Mead
Commissioner of Public Works

**PERMIT FOR
TELEPHONE - FIBER OPTICS**

PERMISSION IS HEREBY GRANTED

TO(herein after referred to as

"Permittee") whose principal place of business is at

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to proceed as set forth and represented in the foregoing application, and at the particular location described therein, in accordance with the map and plant hereto 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. This Telephone-Fiber Optics permit shall not be assigned or transferred without the written consent of the Commissioner of Public Works.
2. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Commissioner of Public Works or his representative.
3. The Commissioner of Public Works shall be given one week's notice by said permittee of the date when it intends to begin the work authorized by this permit and prompt notice of its completion.
4. The said permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to activities of the permittee, 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 save harmless the County and/or the Department of Public Works and/or the Commissioner of Public Works 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.
5. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Protective Liability Insurance Policy (OCP) issued to and covering the liability of The People of the County of Montgomery and Commissioner of Public Works of the County of Montgomery, with respect to all operations under this permit by the permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the State. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence for all damages arising out of bodily injury, including death at any time resulting there from, and property damage and a minimum of a \$2,000,000 aggregate for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery.
6. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Certificate of Insurance evidence of Commercial General Liability coverage. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence with \$1,000,000 for Personal & Advertising Injury and a General Aggregate of \$2,000,000, with a Products & Completed Operations Aggregate of \$2,000,000 for all damages arising out of bodily injury, including death at any time resulting there from, and property damage for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery. Such policy shall evidence that it provides coverage for "XCU", and has Broad Form Property Damage coverage, and provides "Per Project Aggregate" as well as "Contractual Liability" coverage. Such policy shall contain a "waiver of subrogation" and shall be written on a "primary and non-contributory basis." Furthermore, said Permittee will name the County of Montgomery as an "additional insured" to said policy.
7. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permittee's legal responsibilities for the consequences of accidents arising out of or resulting from the operations of the permittee under this permit.
8. Any undertaking or a certified check in the sum of \$..... deposited with the Department of Public Works before or at the time of the issuance of this permit by the Commissioner of Public works 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 permittee, as soon as the work has been completed, and the said Commissioner of Public Works is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said permittee neglect or refuse to perform the work.
9. The said Commissioner of Public Works reserves the right to at any time revoke or annul this permit should the said company fail to comply with the terms and conditions upon which it is granted.
10. This applicant shall submit to the Commissioner of Public Works a detailed plan of structure to be built with a description of proposed method of construction before any work hereunder is started.
11. Traffic shall be maintained by the applicant on this section of the highway while the work is in progress and until its final completion. In addition, applicant will be responsible to provide clearly marked warnings regarding said work to the public and will be responsible for any failure to do so.

12. The above names permittee hereby certifies that it has secured Worker's Compensation coverage for the benefit of, and will keep insured during the performance of the above described work, such employees as are required to be insured, under the provisions of the Workers Compensation Laws of the State of New York and the Disability Benefits Law. Such Worker's Compensation coverage will be required for any Sole Proprietor and evidence of such coverage will be provided to the County of Montgomery. Failure to comply will cause this permit to be invalid.

SPECIAL CONDITIONS

All poles shall be set outside the ditch lines and so that the proper drainage of the highway will not be interfered with. In case it is impracticable to set poles so as not to interfere with the flow of water in the ditches, the shoulder, ditch and space around the poles shall be paved by the applicant so as to protect against wash.

There shall be no obstruction to private driveways, connecting highways or roads, paths or sidewalks.

In case it is found necessary to trim trees within the boundaries of the highway, the least amount possible shall be done, and in all cases the consent of the abutting property owner must be secured before the poles are set and trees trimmed.

Poles shall be of sufficient length to provide a clearance of not less than eighteen feet above the crown of the highway, under the worst conditions of temperature and loading; and they shall be set in line and properly plumbed.

They shall be well guyed. Special precautions shall be taken on curves and where lines cross from one side of the highway to the other.

Poles shall be straight, sound, and the fittings shall be of sufficient strength to carry wires under the worst condition of loading (ice, wind, etc.).

Where telephone wires cross high tension power lines, electric light wires, special precaution shall be taken to maintain proper clearance under the worst condition of temperature and loading.

All surplus earth and rubbish to be cleaned up and removed upon the completion of the work, and the highway left in a neat and orderly condition.

If necessity arises in the future, because of work on the highway, to relocate, replace or reset poles, cables or conduits, said work shall be done at the expense of the applicant.

In consideration of the granting of the within Telephone-Fiber Optics permit, the undersigned hereby accepts the same subject to the conditions, regulations, and restrictions therein described.

Dated this day of, 20.....

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(Signature of Applicant)

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(Company)

Pursuant to the conditions, regulations and restrictions as set forth above, this permit is approved this.....day of, 20....., Fultonville, New York

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Eric M. Mead
Commissioner of Public Works