

MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS

**APPLICATION AND PERMIT TO INSTALL, OPERATE AND MAINTAIN
A TRAFFIC CONTROL SIGNAL ON COUNTY-OWNED PROPERTY**

Permit No: _____

Highway Identification _____

Location _____

PERMISSION IS HEREBY GRANTED

To _____

Address _____

to use and occupy the County-owned property at the particular location described above, or as the case may be in accordance with the map and plan hereto attached and pursuant to conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof, to wit:

1. The property covered by this permit shall be used only for the purpose of **INSTALLING, OPERATING AND MAINTAINING A TRAFFIC CONTROL SIGNAL** and for no other purpose. This permit shall not be assigned or transferred without the prior written consent of the Commissioner of the Department of Public Works.
2. The initial installation work and each successive time of entry on the County highway right-of-way for the performance of modifications and replacements required in Item 7 below or other work on the above described traffic control signal may require securing a separate and distinct "Highway Work Permit" for each and every such entry and work, pursuant to Section 136 of the Highway Law.

In order to receive the "Highway Work Permit" the Permittee is required to obtain a surety Bond (Performance) and Protective Liability Insurance.

3. The Permittee shall furnish the necessary traffic signal control equipment and pay all costs of installation, operation, and maintenance, including electrical energy. In addition, if the Department determines that interconnection is required between the new privately-owned signal and an existing signal, such interconnection will be installed by the Permittee and after acceptance will be maintained by the Permittee.

All traffic control equipment shall conform to the latest revision and addenda of the NYSDOT's "New York State Transportation Management Equipment Specifications".

4. All traffic control signal equipment covered by this permit shall conform to the applicable standards and specifications of the State Manual of Uniform Traffic Control Devices and the Department, and no such device(s) and equipment shall be used until approved by the Department. The timing of traffic control signals shall be recommended by the Permittee, to be reviewed and/or revised by the Department and/or the NYSDOT.
5. All work required to provide for the installation, operation and maintenance of the traffic control signal authorized by this permit shall be performed under the supervision and to the satisfaction of the Department.
6. After construction and installation of the traffic control signal by the Permittee and after any major modifications and/or replacements conducted by the Permittee, the permit area must be restored to its original condition. If the permit is revoked, and should the Permittee fail to restore the site, the Permittee shall reimburse the County for any and all costs incurred by the County for the restoration of the permit area.
7. Except as provided in Item #9, the Permittee shall be responsible for any future maintenance, improvements, major modifications and/or replacements to the traffic signal control equipment that are determined necessary by the Department. Major modifications and replacements include, but are not limited to, changes in the signal operation and/or signal equipment due to revised inter-sectional geometry resulting from changes in the Permittee's site operations and/or traffic flow patterns. In addition, the Permittee shall not deny another party the use of the traffic signal to gain access to the state highway from another approach if required by the County. The Permittee is responsible for securing appropriate agreements with the owner(s) of the other private entrances.
8. The Permittee understands that energy or electrical costs are the Permittee's responsibility.
9. Modifications to the traffic signal's infrastructure necessitated by the County construction will be the responsibility of the Permittee. This includes but is not limited to such modifications as signal pole relocation, adjustment of supports and heads and reinstallation of artery through and turn lane vehicle detectors.
10. Permittee is responsible for any improvements associated with the installation and operation of the traffic control signal on the property. It is the responsibility of the Permittee to notify the County immediately of any unsafe or hazardous conditions that would affect continued occupation of property that are actually or constructively known by Permittee.
11. The Permittee, on behalf of itself, its agents, employees, contractors or subcontractors, assumes all risk in the construction, reconstruction, maintenance, major modifications and/or replacement of the traffic control signal and shall be solely responsible and answerable in charges for any and all accidents and injuries to person or property, including death related thereto and hereby covenants and agrees to indemnify and hold harmless the County from all claims, suits, actions, and agrees damage and costs of every nature and description, arising out of or related to the construction, reconstruction, major modification and/or replacement of the traffic control signal. The Permittee agrees, upon being requested to do so, to assume the defense and to defend at its own costs and expense any action brought at any time against the County in connection with any such claims, suits and actions.

12. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage by an insurance carrier licensed to do business in the State of New York for the protection of the County of Montgomery and Permittee against any claim, suits, demands or judgment by reasons of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$1,000,000.00 (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the County of Montgomery as an additional insured. The Permittee will furnish the County with a certificate of insurance, with a thirty (30) day(s) prior written notice of any cancellation of major change in the policy conditions.

The permit shall be voided if insurance is cancelled, modified or lapses. Approval of this permit shall be contingent upon receipt, by the County, of a copy of a properly executed insurance certificate.

13. Permittee is responsible for assuring that his occupancy shall be in compliance with any and all applicable Federal, State and local laws, ordinances, codes, rules and regulations affecting the use of the property for the purpose recited above.
14. This permit may be canceled by the County on thirty (30) days written notice except for cause in which event cancellation may be made on ten (10) days written notice. Cancellation by the Permittee requires thirty (30) days written notice.
15. The person executing this permit on behalf of the Permittee hereby certifies that the person has full authority to execute this permit and, if the Permittee is a municipal board, the person has annexed hereto a certified copy of a resolution by such body authorizing that person to execute this permit.
16. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
17. The following attachments are made a part of this permit:

ACCEPTANCE

In consideration of the granting of the Permit, the undersigned accepts all of the above terms, conditions and provisions.

Soc. Sec. No. _____ Signed _____

Fed. I.D. No. _____

STATE OF NEW YORK)
COUNTY OF MONTGOMERY) SS:

FOR INDIVIDUAL ACKNOWLEDGEMENTS

On the _____ day of _____, 20 __, before me personally came _____

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONTGOMERY) SS:

FOR CORPORATE ACKNOWLEDGEMENTS

On this _____ day of _____, 20 __, before me personally came _____

to me known, who, being duly sworn, did depose and say that they reside at _____

in _____ that they are the _____

of _____

the corporation described in and which executed the foregoing instrument; that they signed their name thereto by order of the Board of Directors of said corporation.

Notary Public

Recommended & Approved:

Eric M. Mead, Commissioner
Montgomery County Department of Public Works

Dated: _____