

Town of Alabama
APPLICATION for
HIGHWAY WORK PERMIT

ISSUED UNDER SECTION 149 OF THE HIGHWAY LAW

Permit No. _____ (office use only)

Application is hereby made for the Highway Work Permit

Responsible Party's Name: _____

Address: _____

Responsible Party's Phone: _____

Responsible Party's Email Address: _____

Emergency Contact: _____

Emergency Contact's Phone: _____

Contractor: (if different from Responsible Party)

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Description of Proposed Work: (attach Design-Build Plans)

No permit required for US Mail Box as long as it is installed with due regard and in accordance with Local, State, and Federal Law.

- Residential driveway
- Sanitary Sewer
- Utility (gas, electric, cable, fiber optic)
- Curb Cut (each curb cut requires a separate highway permit)

Water/Storm Sewer

Other

Description: _____

Location: (include nearest intersecting highway(s))

Commencement Date*: _____

****Highway Department requires 48-hour advance notice before work begins***

Completion Date*: _____

****Highway Department requires 48-hour advance notice for permit closeout inspections***

I HEREBY AGREE TO CONFORM TO THE CONDITIONS CONTAINED IN THE FOREGOING PERMIT

Responsible Party (signature) _____

Date:

Permit fee is \$100 for residential driveway \$250 all other. Permits fee increased to 3 times plus original permit fee due if not applied for and approved in advance of work commencement. Checks are to be made payable to the *Town of Alabama*.

***Once application is submitted, please allow 10 business days for approval.**

Send Application and Check to:

Town of Alabama
2218 Judge Road
Oakfield, NY 14125

Questions, please call (585) 948-5970
Or email: toahwy@rochester.rr.com

APPLICATION CONTINUES

GENERAL TERMS, CONDITIONS AND REQUIREMENTS

1. Insurance Requirements:
RESPONSIBLE PARTY MUST NAME THE TOWN OF ALABAMA AS AN ADITIONAL INSURED ON A GENERAL LIABILITY POLICY WITH MINMUM LIMITS OF \$2 million PER occurrence/\$3million aggregate Workers Compensation Insurance – Proof of coverage required.
2. The work is subject to inspection by the Town from time to time. The Responsible Party and/or Contractor is under the affirmative duty to immediately notify the Highway Department of any damage to existing improvements.
3. The Town Highway Superintendent reserves the right to suspend and/or revoke this permit at any time and demand the removal of any work and the restoration of the town highway to its original condition.
4. This permit is not assignable and expires automatically if the work is not completed by the completion date.
5. The Responsible Party and/or the Contractor irrevocably agrees to indemnify the Town of Alabama, and hold it harmless, from any and all liability, damage, claims, demands, costs, judgements, fees, attorney's fees and/or loss arising directly or indirectly out of the acts or omissions hereunder by the Responsible Party and/or its Contractor.
6. The Permit is granted under the express requirement that the work upon completion will not impair the rights of the traveling public nor impair the functionality of the town highway. The Responsible Party and/or the Contractor agrees to continuing duty and obligation, at its cost, to remediate conditions that are deemed to impair the rights of the traveling public and/or the functionality of the town highway.
7. During the execution of the work, the Responsible Party and/or the Contractor are required to maintain the flow of traffic according to *NYS DOT Manual of Uniform Traffic Control Devices* requirements. They are also required to contact Emergency Services (9-1-1) and the School District for road closures only.
8. The Responsible Party is responsible to locate all underground utilities and provide any and all notices required by each utility purveyor. This permit DOES NOT confer any right to impair and/or interfere with existing utilities.
9. This permit DOES NOT confer any rights to maintain surface improvements.

APPLICATION CONTINUES

RESTORATION STANDARDS

- 10. The work area shall be restored to the original condition following completion of the work. All damaged elements must be repaired.
- 11. Any traffic control signs must be replaced in the EXACT location(s) of removal.
- 12. Backfill must consist of crusher run type limestone thoroughly compacted in one (1) foot lifts.
- 13. Pavement edges shall be cut back to form a straight uniform edge and bearing shall be provided not less than six (6) inches perpendicular to the trench on undisturbed subgrade. Loose or torn pavement shall be removed. The joints at existing pavement edges shall receive a coating of bituminous material before paving.
- 14. Asphalt surfaces shall consist of an asphalt concrete binder with an asphalt concrete top conforming to NYSDOT Spec. 401-2 plant mix pavement, Type 3 binder course and Type 6 top course. Required thickness shall match the original or remaining pavement; but in no case shall be less than three (3) inches compacted thickness of asphalt concrete binder and one (1) inch compacted thickness of asphalt top.
- 15. Only choice or select materials may be used in areas which may affect the public, such as the area between the pavement edge and bottom of the ditch line. These materials must be compacted in one (1) foot lifts to insure against settlement and graded to original conditions.
- 16. The Responsible Party and/or Contractor shall be responsible for all costs, expenses, attorneys. Fees, engineering fees, and/or similar expenses incurred by the Town arising from the Town's administration of this permit and/or enforcement of any rights enjoyed by the Town.

OFFICE USE ONLY

Insurance Certificate Received: Yes _____ No _____ Date : _____

Approved: _____ Denied: _____

Town Highway Superintendent (signature)

Date

Special Conditions and restrictions:
