

PERMIT FOR UTILITY INSTALLED ON CULLMAN COUNTY RIGHT-OF-WAY

Project No. / Ref:

Utility Owner:

Address:

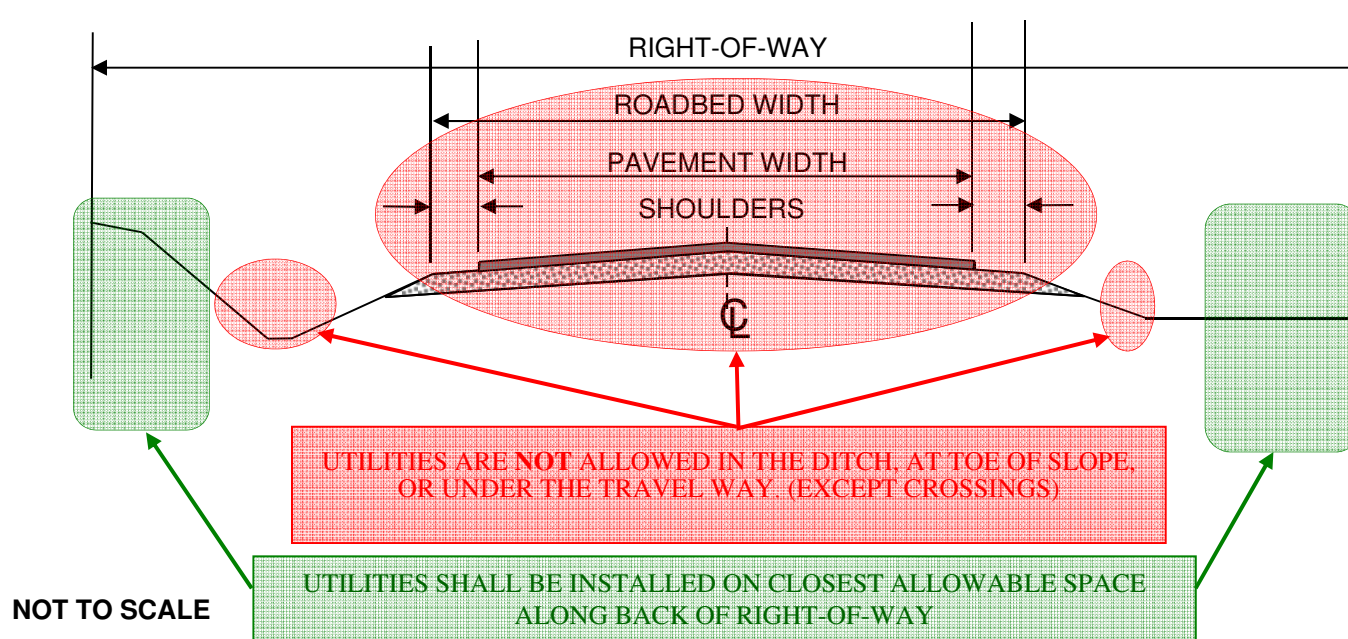
URN:

Approved By:

STIPULATIONS FOR INSTALLING UTILITIES ON COUNTY RIGHT OF WAY:

1. Cullman County is not responsible for any utilities installed on County Right-of-Ways.
2. All Lines, Valves, Meters, or other components of the utility system, shall be placed no closer to the road than the back slope of the ditch or ten (10) feet from the edge of pavement whichever is greater.
3. All Lines Shall go around any drainage structure (pipes, culverts, bridges, etc.) and no line shall be allowed to cross over drainage structures or in the centerline of the ditch.
4. All paved and/or concrete private driveways shall be bored unless written permission is obtained from owner to open cut.
5. Existing Paved Roads shall not be cut; Utility Owner shall restore roadway to condition prior to any construction (including erosion protection and reestablish vegetation on disturbed ground).

TYPICAL SECTION UTILITIES ON CULLMAN COUNTY ROW



CULLMAN COUNTY

Permit Agreement for the Accommodation of Utility Facilities on Public Right of Way.

Utility Owner _____
Name of Contact: _____
Address _____
Telephone No. _____
County Road Name/No _____
R.O.W. Width _____

Project Name/ No.: _____
Project Description: _____

Construction Contractor: _____

THIS AGREEMENT is entered into this the _____ day of _____, 20____, by and between the Cullman County Commission acting by and through its County Engineer hereinafter referred to as the County and the above referenced Utility Owner hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right of way in Cullman County, Alabama, said project or maintenance section being designate as above project name/ number, and consisting approximately as described above by project description,

WHEREAS, the COUNTY hereby grants to the APPLICANT approval to cross or locate its facilities on the public right of way at the location and in the manner hereinafter set forth:

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right of way, whether acting through in house forces of the APPLICANT and/or contractor(s) of the APPLICANT, in accordance with plans and specifications of the APPLICANT as approved by the County which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation (ALDOT) Utility Manual or equivalent utility manual enforced by ALDOT.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to, as the provisions thereof are applicable to such work. Such Manual is of record in the Cullman County Engineers Office.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.
5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the County an acceptable certified check or bond in the penal amount of\$ to guarantee the faithful performance of this permit contract in its entirety for requiring significant alteration of the right of way. APPLICANT will be notified by COUNTY if such check or bond is required. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the County as a result of the bond, will be applied to complete and fulfill the permit contract terms.
7. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
8. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
9. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
10. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the County to the public right of way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right of way. The COUNTY is not responsible in any way for the utilities placed on the right of way.
11. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement; otherwise, this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Cullman County Commission for a period of one year from acceptance by the County of the completion of work applied for by APPLICANT. This includes the APPLICANT maintaining visibility of above ground devices for COUNTY maintenance crews, mowing, etc.

I WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

APPROVED AS TO FORM BY:

COUNTY
Utility Inspector _____
County Engineer _____

APPLICANT
Authorized Official _____
Print Name and Title _____