



ENCROACHMENT PERMIT APPLICATION

Permit No. _____

Receipt No. _____

This application shall be the formal request to encroach or make an improvement(s) on, under, or above Town property and those public rights-of-ways controlled by the Town of Dillsboro. The encroachment permit is further defined by the Town of Dillsboro Code of Ordinances, Title IX, Chapter 93. Applications for encroachment will not be accepted unless accompanied with a completed application (including pages 2 and 3 initialed), project plans, proof of general liability insurance, payment of application fees, submission of cash deposit, and acceptance of project plans by the Town of Dillsboro Utility Superintendent and Town Manager. Further documentation may be deemed necessary (approval by the Town Council / Board of Public Works, bonding improvements, maintenance agreement, etc.).

APPLICANT / CONTRACTOR INFORMATION

Name

Email

Phone No.

SITE INFORMATION

Site Address (nearest address if unavailable)

Parcel No. (adjoining public way)

PROPOSED IMPROVEMENT(S)

Describe proposed work, including type of encroachment (e.g. saw cut, utility service, boring, trench, curb cut, etc.) _____

Estimated Start Date _____ *Estimated Completion Date* _____

Depth of Excavation _____

By placing a signature below, the Applicant acknowledges, understands, and agrees to the accompanying Terms and Conditions for Encroachment Permit and will abide by all terms and conditions as more fully described herein.

X

Applicant's Signature *Date*

STAFF SECTION

Comments / Conditions of Approval

X

Town Official Signature *Date*

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the Town of Dillsboro and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance as identified in the Dillsboro Code of Ordinances, Title IX, Chapter 93.
2. Permittee shall pay a cash deposit sufficient to cover the cost of restoration, conditioned upon prompt and satisfactory refilling of excavations and restoration of all surfaces disturbed (§93.02).
3. The opening and restoration of pavement or other surface shall be performed under the direction and to the satisfaction of the authorized town official, and in accordance with rules, regulations and specifications approved by the Town Council. Upon failure or refusal of the permittee to satisfactorily fill the excavation, restore the surface, and remove all excess materials within the time specified in the permit or where not specified therein, within a reasonable time after commencement of the work, the town may proceed without notice to make the fill and restoration and the deposit shall be forfeited. If the amount of the services performed by the town should exceed the amount of the deposit, the Clerk-Treasurer or other proper administrative officer shall proceed to collect the remainder due from the permittee. (§93.03).
4. All utilities, whether above or below ground, must not be impacted by the proposed encroachment without written approval. If anticipated encroachment impacts utility services, the Permittee shall be responsible for seeking Town approval and costs of any relocation associated with said utilities.
5. The undersigned shall notify the Town Manager or their representative a minimum of 72 hours prior to the time that work is to be performed. The permittee shall be responsible for contacting 811 for identification and location of all underground utilities. The undersigned will furnish placards identifying equipment, flashers, barricades, and/or other warning devices at the construction site, if necessary. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29 Code of Federal Regulations, Part 1926 "Know as Safety & Health Regulation for Construction."
6. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Town Manager or their representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets, and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
7. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Town Manager or their representative shall be notified of these steel plates or substitutes by the Permittee.
8. All construction equipment and/or vehicles left unattended for any length of time

shall be parked in locations so as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic.

9. The Permittee shall hold harmless and indemnify the Town of Dillsboro from, for, and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors, and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof, of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof.
10. The Permittee shall be required to submit proof of insurance for general liability, naming the Town of Dillsboro as an additional insured, no later than thirty (30) days after approval of this permit and prior to commencement of work. The permittee shall submit an annual proof of insurance for general liability no later than January 31st of each year if the encroachment remains in the public right-of-way. The minimum insurance requirement shall be \$1,000,000.00 per occurrence, \$300,000.00 per person, and \$50,000.00 for legal unless an exemption is sought and obtained through the Town Manager and/or their representative.
11. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Town Manager or their representative's approval.
12. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
13. The Permittee shall be required upon completion of construction and/or work to notify the Town Manager or their representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the Town of Dillsboro as being complete. The Town Manager or their representative shall perform the inspection.
14. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the Town of Dillsboro and/or other utilities, contractors, or subcontractors or other parties remove, damage, modernize, replace, and/or change any part or portion of the public right-of-way or facility or thereof granted under this permit.