

TOWN OF MILO, NEW YORK

Highway Department
1991 Second Milo Road
Penn Yan, New York 14527
Phone: (315) 536-8501
Fax: (315) 536-9760
Email: townofmilo@gmail.com
Website: www.townofmilo.com



HIGHWAY WORK PERMIT

Part 1. Applicant's Contact Information.

Applicant's Name:
Applicant's Address:
Applicant's Telephone No.: Applicant's Email:

Part 2. Location of Work.

Location of work:
Between the intersecting roads of and .

Part 3. Description and Schedule of Proposed Work.

A. Please describe the proposed work:

B. Anticipated duration of work: From to .

C. Will the road be closed during this duration? Yes No

(Note. The applicant is responsible for installing and maintaining traffic control devices required by the MUTCD and NYS Supplement as well as any safety measures to protect life, property, road, and vehicles.)

Part 4. General Requirements.

1. The applicant fully understands and agrees that the specific site identified in this application for a Highway Work Permit, and only that site identified, will be available for use by the applicant only for the purpose stated in this application and only on the date(s) and for the duration designated in this application. Furthermore, the applicant fully understands and agrees that a Highway Work Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of Highway Superintendent of the Town of Milo and is transferable and assignable only with the written consent of the Highway Superintendent of the Town of Milo.
2. The applicant fully understands and agrees that the Highway Superintendent of the Town of Milo reserves the right to modify fees and to revoke or annul a Highway Work Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.
3. The applicant fully understands and agrees that the work shall be performed in compliance with Highways and Private Roads Law of the Town of Milo.
4. The applicant fully understands and agrees that the work shall be conducted in an expeditious manner.

5. The applicant fully understands and agrees that the work shall be approved by the Highway Superintendent of the Town of Milo and/or his designated assignees. Furthermore, the applicant hereby understands and agrees to schedule the start of work and any required inspections with the Highway Superintendent of the Town of Milo at least five (5) business days prior to such work.
6. The applicant fully understands and agrees that he/she/they will utilize approved materials as fill as well as thoroughly compacting such fill, which such material and methods shall be approved by the Highway Superintendent of the Town of Milo.
7. The applicant fully understands and agrees that he/she/they is/are responsible to maintain traffic on the highway, including its associated right-of-way, in a safe manner during working and non-working hours until the work is completed. Furthermore, the applicant fully understands and agrees that he/she/they is/are responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until the work is completed.
8. The applicant fully understands and agrees to ensure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.
9. The applicant fully understands and agrees to reimburse the Town of Milo for any incurred costs (e.g., inspection and/or supervision by the Highway Superintendent and/or Town Engineer of the Town of Milo) that may arise during the progress of the work authorized by the issuance of a permit by the Town of Milo
10. The applicant hereby understands and agrees that, in addition to any protection afforded to the Town of Milo under any available insurance, the Town of Milo, its Board Members, Officers, agents and/or employees shall not be liable for any damage or injury to the applicant, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with applicant's activities or operations; whether undertaken by applicant's own forces or by contractor or other agents working on applicant's behalf.
11. The applicant fully understands and agrees to indemnify, defend and hold harmless the Town of Milo, its Board Members, Officers, agents and/or employees from and against any and all claims, actions, awards, judgments, damages, losses and/or expenses, including professional fees and costs, and litigation expenses incurred by the Town of Milo, as a result of the work authorized by the issuance of a permit by the Town of Milo.
12. The applicant fully understands and agrees that a bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Town of Milo, may be required before a permit is issued, to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Town of Milo is obliged to restore the site to its original condition, the costs to the Town of Milo will be deducted from the amount of the applicant's deposit at the conclusion of the work. Costs more than the bond/deposit on file will be billed directly to the applicant. If an applicant posts a Letter of Credit, the Town of Milo may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.
13. The applicant fully understands and agrees to have Commercial General Liability insurance coverage with the Town of Milo, New York listed as an Additional insured. Minimum liability limits must be at least \$1,000,000 per claim/occurrence. A copy of such insurance shall be submitted with this application. An ACORD form is acceptable.
14. The applicant fully understands and agrees that he/she/they is/are required to have workers' compensation insurance and disability coverage as prescribed in the applicable provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. A copy of such insurance shall be submitted with this application. An ACORD form is acceptable.

Part 5. Plan.

1. The applicant hereby understands and agrees to attach a detailed plan of any structure or other work to be installed, with a description of the proposed method of construction.
 - a. The Town reserves the right to have any plan designed by a Professional Engineer licensed in NYS. For example, retaining walls installed to create parking spaces that will be located within the Town's right-of-way shall be designed, inspected, and approved by a Professional Engineer licensed in NYS.
 - b. The Town reserves the right to have erosion and/or stormwater control measures designed, inspected, and approved by a Professional Engineer licensed in NYS when work is located within its highway, which includes its right-of-way.
 - c. The Town reserves the right to have the Town Engineer review the design and inspect the proposed work. The applicant fully understands and agrees to reimburse the Town for any incurred costs.

Part 6. Standards.

1. The applicant hereby understands and agrees that the work performed within a Town highway shall conform to the same standards and/or guidelines that have been adopted by the Yates County Highway Department, any other applicable provision(s) prescribed within the Highways and Private Roads Law of the Town of Milo, and any applicable laws and standards (NYSDOT).

Part 7. Attestation by the Applicant.

THE UNDERSIGNED HEREBY ATTESTS that he/she/they request a Highway Work Permit from the Highway Superintendent of the Town of Milo. Additionally, the applicant hereby certifies that the information contained in this application is accurate, true and complete to the best of his/her/their knowledge and understands that false statements made in this application are subject to the applicable provisions of the Penal Law of the State of New York. Furthermore, the applicant comprehends that he/she/they is/are ultimately responsible for the compliance with all local, state and federal laws regardless of any contractual agreements with other person, firms and/or business entities. Lastly, the applicant has read this entire application as well as Highways and Private Roads Law of the Town of Milo and agrees to comply with its applicable provisions.

Signature of Applicant

Date of Signature

OFFICIAL USE ONLY

APPROVED DENIED

Insurance received: Yes No

Emergency services notified if road closed: Yes No