

**RIGHTS OF WAY ADMINISTRATION**  
**CERTIFICATE OF REGISTRATION APPLICATION**

CITY OF KETTERING PUBLIC SERVICE DEPARTMENT

3600 Shroyer Road, Kettering, Ohio 45429 - (937) 296-2436

**INTERNAL USE ONLY**

Application Permit # \_\_\_\_\_

Applicant Name \_\_\_\_\_

**DIRECTIONS**

Read Chapter 901 of the City of Kettering Codified Ordinances. The Applicant shall supply and attach to this application all information required by Chapter 901 and specifically by Sections 901.106 and 901.107. If requested to provide a document, please attach such document to this application with a cover sheet indicating the inquiry to which it responds.

An officer of the Applicant or other lawfully authorized individual representing the Applicant must sign the application; and the signature must be notarized. The City reserves the right to request any additional information necessary to ensure compliance with the applicable law.

This application and two (2) copies, including attachments, must be filed with the Director of Public Service to begin processing and application review.

Payment of the full amount of the application fee must accompany each application. Checks are to be made payable to the "City of Kettering". In addition to the application fee, this application must be accompanied by payment of all amounts the Applicant has failed to pay the City for: (a.) Prior Construction Permits issued to Applicant; and (b.) Any loss, damage, or expense suffered by the City as a result of Applicant's prior construction in the rights of ways or any emergency actions taken by the City related to the Applicant.

The Applicant shall keep all of the information in this application current at all times throughout the five (5) year term of the Certificate of Registration, provided further that Applicant shall notify the City of any changes to the information regarding the System Representative within fifteen (15) days following the date on which the Applicant has knowledge of such change.

**1. Type of Application: (check one)**

New  Renewal  Transfer

Disposal/Termination  Other

If other, please explain here: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Applicant's Information:**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Legal Status (check one)

Corporation  Partnership  LLC  LLP  Other

If other, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of incorporation, registration, etc., if applicable: \_\_\_\_\_

Date of incorporation, registration, etc., if applicable: \_\_\_\_\_

Please attach a copy of the certificate of incorporation, registration, etc., if applicable.

**3. System Representative (Emergency Contact):**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Cell Number \_\_\_\_\_

Email \_\_\_\_\_

Emergency Number (after business hours) \_\_\_\_\_

**4. Application Fee:**

Please attach payment of the **Five Hundred Dollar (\$500.00)** application fee.

**5. General and Automobile Liability Insurance**

Please attach a Certificate of Insurance demonstrating insurance coverage written on an occurrence basis against claims for personal injury, including death, as well as claims for property damage arising out of the use and occupancy of the Rights of Way by the Applicant, its officers, agents, employees and contractors; and placement and use of Facilities in the Rights of Way by the Applicant, its officers, agents, employees and contractors, including, but not limited to, protection against liability arising from any and all operations, damage of Underground Facilities, explosion, environmental release, and collapse of property.

Coverage must be through an insurance company licensed to do business in the State of Ohio. The insurance must cover the Applicant, its officers, agents, employees and contractors and their activities in the City of Kettering. The City of Kettering, its elected officials, officers, employees, agents and volunteers must be named as additional insureds on the policy(s). The insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be diminished in value, be canceled, nor the

intention not to renew be stated, until thirty (30) days after receipt by the City, by registered mail, return receipt requested, of a written notice addressed to the City Manager or her/his designee of such intent to cancel, diminish, or not to renew." Within thirty (30) days after receipt by the City of said notice, and in no event later than five (5) days prior to said cancellation, the Provider (or Applicant) shall obtain and provide to the City Manager a certificate of insurance evidencing appropriate replacement insurance policies. Please refer to Subsection 901.106.2 for specific minimum coverage amounts.

Coverage amounts must be as follows:

A. Comprehensive general liability insurance: Comprehensive general liability insurance to cover liability, bodily injury, and property damage must be maintained. Coverage must be written on an occurrence basis, with the following minimum limits of liability and provisions, or their equivalent:

- i. Bodily injury  
Each occurrence: One Million Dollars (\$ 1,000,000)  
Annual aggregate: Three Million Dollars (\$3,000,000)
- ii. Property damage  
Each occurrence: One Million Dollars (\$1,000,000)  
Annual aggregate: Three Million Dollars (\$3,000,000)
- iii. Personal Injury  
Annual aggregate: Three Million Dollars (\$3,000,000)

Completed operations and products liability shall be maintained for six (6) months after the termination of or expiration of a Certificate of Registration. Property damage liability insurance shall include coverage for the following hazards: E - explosion, C - collapse, U - underground.

B. Comprehensive auto liability insurance to cover owned, hired, and non-owned vehicles must be maintained. Applicant may maintain comprehensive auto liability insurance as part of Applicant's comprehensive general liability insurance, however, said insurance is subject to approval by the City Manager or her or his designee. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:

- i. Bodily injury  
Each occurrence: One Million Dollars (\$1,000,000)  
Annual aggregate: Three Million Dollars (\$3,000,000)
- ii. Property damage  
Each occurrence: One Million Dollars (\$ 1,000,000)  
Annual aggregate: Three Million Dollars (\$3,000,000)

## **6. Worker's Compensation Insurance:**

Please attach proof indicating that Applicant maintains standard workers' compensation insurance as required by law.

**7. Self-Insurance**

In lieu of carrying the insurance coverage required by Section 5 above, Applicants may elect to self-insure if certain requirements are met. If Applicant wishes to self-insure, please attach a request to self-insure. This request must contain the following information:

- (1) A statement that applicant maintains and will continue to maintain at all times, a book value in excess of twenty million dollars (\$20,000,000.00).
- (2) Audited financial statements for the previous year.
- (3) A detailed description of the applicant's self-insurance program.
- (4) A listing of any and all actions against or claims made against applicant for amounts over One Million Dollars (\$1,000,000) or proof of available excess umbrella liability coverage to satisfy all total current claim amounts above Twenty Million Dollars (\$20,000,000).

**8. Miscellaneous Information:**

- A. Please attach a copy of the Applicant's Certificate of Authority (or other acceptable evidence of authority to operate) from the PUCO and/or the FCC and any other approvals, permits, or agreements as set out in § 901.105 of the City of Kettering Codified Ordinances.
- B. Please attach or within ninety (90) days provide credible information or evidence indicating that a Construction and Major Maintenance Plan, as detailed in §901.107.1 of the City of Kettering Codified Ordinances, has been filed with the Department of Public Service.
- C. Please provide a narrative describing applicant's proposed activities, including services offered, in the City of Kettering. Said narrative is to contain credible information detailing Applicant's financial, managerial, and technical ability to fulfill Applicant's obligations under §901.106 of the City of Kettering Codified Ordinances. Use an additional sheet if necessary.

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**9. Cable Television Franchise:**

- A. Will Applicant offer cable television service in the City of Kettering? Yes  No .
- B. If "Yes", does Applicant have a cable television franchise with the City of Kettering? Yes  No .

The Applicant, on behalf of its heirs, successors, administrators and assigns, hereby agrees that the Certificate of Registration, if granted, may be revoked in accordance with Chapter 901 of the City of Kettering Codified Ordinances or other applicable law. Applicant also hereby agrees to comply with all ordinances of the City of Kettering, whether now in force or hereafter enacted or amended. Applicant, for itself and on behalf of its heirs, successors, administrators, and assigns agrees to protect, defend, indemnify and hold the city, its elected officials, officers, employees, volunteers, and agents free and harmless from and against any and all losses, penalties, damages, costs, or liabilities of every kind and character arising out of or in connection with any negligent acts or omissions of Applicant and its employees, officers, agents, successors, or independent contractors. Applicant agrees to pay all damages, costs, and expenses of the City, its elected officials, officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.

The undersigned hereby accepts the requirements provided in the preceding paragraph and furthermore swears, affirms, and acknowledges that to the best of his/her knowledge all information provided in this application, including attachments, is true and accurate as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title of Person Signing Above: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )  
 ) SS:  
**COUNTY OF** \_\_\_\_\_ )

Before me, a Notary Public in and for said State and County, personally appeared (insert name) \_\_\_\_\_, on behalf of (insert name of applicant) \_\_\_\_\_, representing that he/she is the (insert title) \_\_\_\_\_ of the Applicant, and further representing that he/she has full authority and power to sign this Application on behalf of the Applicant and bind the Applicant and acknowledged signing of the foregoing Application.

**IN WITNESS WHEREOF**, I hereunto signed my name and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

<b>INTERNAL USE ONLY</b>	
Date Received:	_____
Check for \$500.00 attached:	_____ Yes _____ No
All Attachments Included with Application:	_____ Yes _____ No
Recommended for approval:	_____ Date: _____
Expiration Date:	_____