



220 N FIFTH ST.
BARDSTOWN, KY 40004
(502) 348-5947

**STREET DEPARTMENT
UTILITY ENCROACHMENT PERMIT**

Permit Number: _____

Name: _____

Address: _____

_____ CITY STATE ZIP

Type of Indemnity: _____ BOND _____ CASH

Name and Address of Local Insurance Agency, if applicable:

FOR DEPARTMENTAL USE ONLY (DO NOT WRITE IN THIS SPACE)

Release Date

Initials

Indemnity: The applicant, in order to secure this obligation, has deposited with the City of Bardstown as a guarantee of conformance with the Department's Encroachment Permit requirements an indemnity in the amount of a minimum of **two thousand dollars (\$2,000.00)** as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Street Department, City of Bardstown.

PROJECT IDENTIFICATION

Road/ Street Name: _____

Attachments: _____

Applicant's Plans: _____

Other: (specify) _____

Brief Description of Work to be done: (If private entrance, sketch below with pipe location. Separate attached drawings required for encroachments other than private entrances.)

When the work is completed in accordance with the terms of this encroachment permit your indemnity will be released. However, the permit is effective until revoked by the City of Bardstown and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements on the encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference. A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector at all times. Failure to meet this requirement may result in cancellation of this permit. In the event this application is approved, this document shall constitute as a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and the ordinance and regulations of the City of Bardstown and the drawings, plans, attachments, and other pertinent data attached hereto and made a part hereof.

The permittee agrees to the following terms and conditions:

1. The permittee shall comply with and is bound by the requirements of the Regulations and Ordinances of the City of Bardstown as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
3. A plan prepared by _____ and dated _____ is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted.
4. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
5. Permittee at all times from the date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the City of Bardstown from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the City of Bardstown beyond that existing at common law if this right to indemnity did not exist.
6. Upon a violation of any of this permit, the City of Bardstown may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the City of Bardstown may cause same to be removed, and the costs thereof shall be charged to the permittee.
7. The permittee, his successors and assigns shall use the encroachment premises in compliance with all applicable Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
8. Permittee agrees that in the event it should become necessary, as may be determined by the City of Bardstown for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocations or improvement of the abutting highway, the City of Bardstown may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in paragraph 6 above except in those cases where the City of Bardstown is required by law to pay any or all the same.
9. If the work authorized by this permit is on a City street project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the City Engineer's Office to coordinate the permitted work with the City of Bardstown and the owner/developer prior to the initiation of construction.
10. This permit does not alleviate any requirements of any other government agency.

THE UNDERSIGNED APPLICANT, (BEING DULY AUTHORIZED REPRESENTATIVE/OWNER), DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Date of Application

Estimated Completion Date

Signature

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APPROVED:

City Civil Engineer Signature

Date