



Permit No. _____

APPLICATION FOR RIGHT-OF-WAY EXCAVATION PERMIT

VIOLET TOWNSHIP

Applicant: _____ Phone No. _____
(property owner or authorized agent)

Mailing Address: _____

City: _____ State _____ Email: _____

Contact Name: _____ Phone No: _____
(must include 24-hour emergency number)

Location of excavation/construction site _____

Nature of excavation and work to be undertaken _____

Construction dates: Estimated start date: _____ Completion date: _____

For any new construction within the Township (Pursuant to Resolution Number 2002-0904-02) applicant shall:

1. Any property owner and/or builder shall establish a single access point to a property prior to the start of any construction on that property;
2. Any property owner and/or builder shall use only the improved access point for deliveries and all ingress/egress to and from the property during the construction period;
3. Such access shall be improved with culverts where needed, and large gravel shall be placed within the access in order to prevent the creation of dust and mud in the access drive and in the adjoining right-of-way.

Applicant has read the Violet Township Right-of-Way Excavation Permit Regulations agrees to or is providing the following:

1. Applicant agrees to provide and place such warning devices as are necessary to protect travelers on the road and to ensure their safety.
2. Applicant agrees to complete all work to be performed under this Application as soon as reasonably possible and to completely restore the entire road right-of-way to the condition that existed before such work was undertaken, in accordance with the Violet Township Right-of-Way Excavation Regulations.
3. Applicant agrees to notify the Violet Township Road Department and all applicable utility providers of the right-of-way excavation and to obtain all required permits prior to the commencement of any work or excavation in the road right-of-way.

4. Applicant agrees to indemnify and hold harmless Violet Township, its Board of Trustees, and all officers and agents of the Township, for any loss or cost, liability, damage, claim, demand or cause of action arising from, under or connected with the excavations and work covered by this application, and has properly executed the attached indemnification and hold harmless agreement.
5. This application is accompanied by a \$50.00 fee, and payment must be made at the time of application submittal. The applicant will not receive the approved permit until this fee has been paid in full.
6. Plans as required by Violet Township, are attached to this application
7. A list of materials to be used is attached to this application
8. If constructing water/sewer or other utility lines a permit from the Fairfield County Utilities Department has been obtained and is attached to this application.
9. A security deposit, bond or letter of credit in the amount of \$_____ accompanies this application permit (if required). Security Deposit, Bond/Letter of Credit amounts are: If open cutting pavement - \$150.00 per square yard of pavement to be cut; minimum deposit - \$500.00; if constructing new roadway or driveway to a commercial structure or subdivision \$10,000. Security deposits shall be refunded to applicant upon performance of all conditions and agreements contained in this application and the Violet Township Right-of-Way Excavation Regulations.
10. Persons failing to comply with the approved permit, or failing to obtain a permit, shall be notified in writing by the Township that they have five (5) days from the date of notification to eliminate the violation and return the right-of-way to its original condition. Persons failing to come into compliance within the five (5) day period will be prosecuted in the Fairfield County Common Pleas Court pursuant to Section 5571.99 of the Ohio Revised Code. The Township Trustees will recommend to the court that violators be ordered to eliminate the violation at the violators expense; or that the Court appoint a qualified company to remove the violation, and the costs of the same be placed on the tax duplicate as a lien, to be collected with other taxes.
11. Inspection of work by the Violet Township Engineer is required before cover is applied.
12. Signature _____ Date _____
(Must be signed by property owner or owner's authorized agent)

Permit No. _____ Approved _____ Approved with modifications listed below _____

Denied _____ Reason for denial _____

Modifications to applicant's plan/materials list: _____

All fees/security deposits paid (receipt no.) _____

Signature of Official approving this permit _____

Date of Approval _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Now comes the undersigned being _____ (hereinafter the "Undersigned") and the Board of Trustees of Violet Township, Fairfield County, Ohio (hereinafter the "Township") and enter into this Agreement on this _____ day of _____ 20_____.

WHEREAS, the Undersigned desires to engage in excavation or construction activities within a Township roadway, pursuant to an application for such authority submitted to the Township, and

WHEREAS, the Township agrees to permit such excavation and construction but requires the execution of this Agreement pursuant to Ohio Revised Code Section 5571.16,

NOW THEREFORE, the Undersigned and the Township, in consideration of the mutual covenants and agreements, hereby agree as follows:

The Undersigned agrees to indemnify and hold harmless the Township and each member of the Board of Trustees of the Township and each officer of said Board (and their heirs, executors and administrators) who is made a party or is threatened to be made a party to any litigation, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a trustee, officer, employee or agent of the Board or is or was serving at the request of the Board against expenses, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding in connection with any construction or excavation related activity performed by the undersigned or his designee, employee, agent, assign, or contractor, including but not limited to, any negligent or intentional act which results in any harm or damage to another. The forgoing right of indemnification shall not be exclusive of other rights or remedies to which such Board or person, his heirs, executors and administrators may be entitled.

In WITNESS WHEREOF, we have set our hands on the date set forth above.

The Undersigned

Violet Township Board of Trustees:

By: _____

Authorized Representative of the Undersigned