

# CASSIA COUNTY APPLICATION AND PERMIT TO USE RIGHT-OF-WAY UTILITIES

COURTHOUSE, 1459 Overland Ave. • Room 210 • Burley, Idaho 83318 • Office: (208) 878-7302 • email: [pzoning@cassia.gov](mailto:pzoning@cassia.gov)

PUBLIC ROAD SURFACE TYPE: DIRT  GRAVEL  PAVEMENT

START DATE: \_\_\_\_\_

EST. COMPLETION DATE: \_\_\_\_\_

ROAD NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

### NOTICE:

This permit shall not be valid for Excavation until, or unless, the Provisions of Idaho Code Title 55, Chapter 22 have been complied with.  
**PRIOR TO EXCAVATION, CALL DIGLINE  
1 (800) 342-1585**

### UTILITY

OVERHEAD

UNDERGROUND

DISTANCE FROM: \_\_\_\_\_  
  CENTER LINE    RIGHT-OF-WAY LINE

ANGLE OF CROSSING \_\_\_\_\_ UTILITY TYPE \_\_\_\_\_

SIZE OF PIPE \_\_\_\_\_ PRESSURE \_\_\_\_\_

VERTICAL CLEARANCE \_\_\_\_\_ DEPTH \_\_\_\_\_

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS MUST BE ATTACHED. SPECIAL PROVISIONS:

See reverse side for General Provisions.

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES WITHIN THE HIGHWAY RIGHT-OF-WAY IN ACCORDANCE WITH THE GENERAL PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS FORM, THE SPECIAL PROVISIONS AND THE PLANS MADE A PART OF THIS PERMIT.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS    DATE

\_\_\_\_\_  
CITY    STATE    ZIP    SIGNATURE OF AUTHORIZED REPRESENTATIVE

SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS, PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK AS DESCRIBED.

BY: \_\_\_\_\_ ENTITY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COPY OF PERMIT MUST BE PRESENT AT WORK SITE DURING CONSTRUCTION**

This form may be reproduced for use in making multiple applications

## GENERAL PROVISIONS (UTILITIES)

1. A DEPOSIT IN AN AMOUNT TO BE DETERMINED BY THE LOCAL HIGHWAY JURISDICTION (LHJ) SHALL ACCOMPANY THIS APPLICATION. IF PROPER REPAIR IS MADE AND ACCEPTED WITHIN TEN (10) DAYS, THE DEPOSIT WILL BE REFUNDED. IF PROPER REPAIR IS NOT COMPLETED WITHIN TEN (10) DAYS, THE LHJ WILL MAKE THE REPAIR, THE DEPOSIT WILL BE FORFEITED AND ANY ADDITIONAL COSTS WILL BE INVOICED TO THE APPLICANT. A NON-REFUNDABLE ADMINISTRATIVE FEE IN AN AMOUNT TO BE DETERMINED BY THE LHJ SHALL ALSO ACCOMPANY THIS APPLICATION.
2. ALL UTILITIES MUST BE INSTALLED UNDER CULVERTS.
3. DURING THE PROGRESS OF THE WORK, SUCH BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE ERECTED AND MAINTAINED AS MAY BE NECESSARY OR AS MAY BE DIRECTED FOR THE PROTECTION OF THE TRAVELING PUBLIC. SAID BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT ISSUE OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVEL WAY AS FEASIBLE. ITEMS LEFT OVERNIGHT WITHIN 30 FT. OF THE TRAVEL WAY SHALL BE MARKED AND/OR PROTECTED.
4. IN ACCEPTING THIS PERMIT, THE PERMITTEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO HOLD THE LHJ HARMLESS FROM ANY AND ALL LIABILITY ON ACCOUNT OF THE ERECTION, INSTALLATION, CONSTRUCTION, MAINTENANCE OR OPERATION OF THE FACILITIES LOCATED UNDER THIS PERMIT.
5. ANY DISTURBANCE OF THE TRAVELED SURFACE OF THE ROAD AND/OR TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THE SATISFACTION OF THE LHJ. PERMITTEE SHALL BE RESPONSIBLE FOR PROPER PAVEMENT CUT, EXCAVATION, BACKFILL, COMPACTION AND ASPHALT REPAIR. ASPHALT REPAIR SHALL BE IN ACCORDANCE WITH THE STANDARD PROVISIONS SET FORTH IN THE HIGHWAY STANDARDS AND DEVELOPMENT PROCEDURES FOR THE LHJ.
6. IF THE WORK DONE UNDER THIS PERMIT INTERFERES IN ANY WAY WITH THE DRAINAGE OF THE HIGHWAY, THE PERMITTEE SHALL WHOLLY AND AT HIS OWN EXPENSE MAKE SUCH PROVISION AS THE LHJ MAY DIRECT TO TAKE CARE OF SAID DRAINAGE.
7. ON COMPLETION OF SAID WORK HEREIN CONTEMPLATED, ALL RUBBISH AND DEBRIS SHALL BE IMMEDIATELY REMOVED AND THE ROADWAY AND ROADSIDE SHALL BE LEFT NEAT AND PRESENTABLE TO THE SATISFACTION OF THE LHJ.
8. ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE TO CONFORM WITH CURRENT GOVERNMENT AND INDUSTRY STANDARDS UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE LHJ AND THE ENTIRE EXPENSE OF SAID SUPERVISION SHALL BE BORNE BY THE PERMITTEE.
9. THE LHJ HEREBY RESERVES THE RIGHT TO ORDER THE CHANGE OF LOCATION OR THE REMOVAL OF ANY STRUCTURE(S) OR FACILITY(IES) AUTHORIZED BY THIS PERMIT. SAID CHANGE OR REMOVAL TO BE MADE AT THE SOLE EXPENSE OF THE PERMITTEE, OR ITS SUCCESSORS AND ASSIGNS.
10. ALL SUCH CHANGES, RECONSTRUCTION OR RELOCATION BY THE PERMITTEE SHALL BE DONE IN SUCH A MANNER AS WILL CAUSE THE LEAST INTERFERENCE WITH ANY OF THE LHJ WORK.
11. THIS PERMIT SHALL NOT BE DEEMED OR HELD TO BE AN EXCLUSIVE ONE AND SHALL NOT PROHIBIT THE LHJ FROM GRANTING OTHER PERMITS OR FRANCHISE RIGHTS OF LIKE OR OTHER NATURE TO OTHER PUBLIC OR PRIVATE UTILITIES, NOR SHALL IT PREVENT THE LHJ FROM USING ANY OF ITS ROADS, STREETS, OR PUBLIC PLACES, OR AFFECT ITS RIGHT TO FULL SUPERVISION AND CONTROL OVER ALL OR ANY PART OF THEM, NONE OF WHICH IS HEREBY SURRENDERED.
12. THE LHJ MAY REVOKE, AMEND, AMPLIFY, OR TERMINATE THIS PERMIT OR ANY OF THE CONDITIONS HEREIN ENUMERATED IF PERMITTEE FAILS TO COMPLY WITH ANY OR ALL OF ITS PROVISIONS, REQUIREMENTS OR REGULATIONS AS HEREIN SET FORTH OR THROUGH WILLFUL OR UNREASONABLE NEGLIGENCE, FAILS TO HEED OR COMPLY WITH NOTICES GIVEN, OR IF THE UTILITY HEREIN GRANTED IS NOT INSTALLED OR OPERATED AND MAINTAINED IN CONFORMITY.
13. THE PERMITTEE SHALL MAINTAIN AT HIS SOLE EXPENSE THE STRUCTURE OR SUBJECT FOR WHICH THIS PERMIT IS GRANTED.
14. ADEQUATE DRAWINGS OR SKETCHES SHALL BE INCLUDED SHOWING THE EXISTING AND/OR PROPOSED LOCATION OF THE FACILITY WITH RESPECT TO THE EXISTING AND/OR PLANNED LOCATION OF THE HIGHWAY IMPROVEMENT, THE TRAVELED WAY, THE RIGHTS-OF-WAY LINES, AND WHERE APPLICABLE, THE CONTROL OF ACCESS LINES AND APPROVED ACCESS POINTS.
15. IF TRENCH OR PAVEMENT SETTLEMENT SHOULD OCCUR WITHIN ONE YEAR (THREE YEARS FOR PUC REGULATED UTILITIES) FROM THE DATE OF INSTALLATION, REPAIRS SHALL BE MADE BY THE PERMITTEE AS DIRECTED BY THE LHJ AT NO COST TO THE LHJ. IF THE PERMITTEE FAILS TO MAKE THE NECESSARY REPAIRS THE LHJ WILL MAKE THE REPAIRS AND INVOICE APPLICANT AND/OR RESPONSIBLE PARTY. NO NEW PERMITS SHALL BE ISSUED TO THE PERMITTEE UNTIL SUCH CLAIM HAS BEEN SETTLED.
16. NO WORK SHALL BE STARTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE LHJ HAS GIVEN NOTICE TO THE PERMITTEE TO PROCEED. PERMITTEE SHALL NOTIFY THE LHJ TO SCHEDULE A TIME FOR ROAD CLOSURE AND OPENING. IF THE WORK WILL PREVENT EMERGENCY TRAFFIC FROM TRAVELING THROUGH, THE EMERGENCY SERVICES MUST BE NOTIFIED.
17. A BOND IN THE AMOUNT OF **\$500.00** IS REQUIRED FOR THE PROTECTION OF THE LHJ AS SET FORTH IN THE TERMS OF THE BOND.
18. ANY REPLACEMENT OF, ADDITION TO, OR CHANGE IN THE FACILITY GRANTED BY THIS PERMIT SHALL REQUIRE A NEW PERMIT PRIOR TO INITIATION OF SUCH WORK.