



Public Works Department
580 Meyers St, Kettle Falls, WA 98141
Mailing Address: P.O. Box 457, Kettle Falls, WA 99141
(509) 738-6821 // Fax (509) 738-4577

APPLICATION FOR RIGHT-OF-WAY EXCAVATION

APPLICANT INFORMATION

Adjacent Proper Owner: _____

Mailing Address: _____

Phone Number(s): _____ Email: _____

Applicant Name: _____

Mailing Address: _____

Phone Number(s): _____ Email: _____

PROJECT & SITE INFORMATION (to accompany attached site plan)

Site Location: _____ Site Contact: _____

Proposed Start Date: _____ Estimated Completion Date: _____ Number of Days Excavating _____

Project Description: _____

Affected Utilities: ☐ Curb ☐ Sidewalk ☐ Driveway ☐ Water ☐ Sewer
☐ Gas ☐ Electricity ☐ Telephone ☐ TV Cable/Internet ☐ Other **Permit Fee:** _____

*Applicants shall first file with the City, for permits to occupy property with utilities, or holders of granted franchise rights contemplating work upon, along, over, under or across and City road, public place, street, avenue or alley on property in the City PRIOR to performing such work. **It is the applicant's responsibility to call 811 for utility locates prior to excavation.***

Such applications shall be accompanied by drawings. Drawings shall be to a working scale, showing position and location of work, names or numbers and widths of the roads, streets, etc., showing their location in plats, or subdivisions of sections, township, and range, showing the relative position of such work to existing utilities, constructed, laid, installed, or erected upon such roads, streets or public places.

The Applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc., shall meet with provisions of Kettle Falls Municipal Code 15.24 and shall require approval by the City. Signing, , barricades, and traffic control in the vicinity of the work shall strictly conform to the provisions of "The Manual on Uniform Traffic Control Devices for Streets and Highways." The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection and supervision of such work on account of granting said permits.

The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public place shall be approved by the City before any work shall be done by the petitioner.

I affirm that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge.

Printed Name _____

Signature _____

Date _____

PERMIT CONDITIONS

1. The petitioner, designated herein as the - grantee, successors and assign, shall have the right and authority to enter upon the right of way of the City road, street, alley, public place or structure as indicated on the front of this form, for the purpose of doing such work as applied for and approved by the City.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City prior to start of work and shall be subject to the inspection of the City so as to assure proper compliance with the terms of this permit.
3. The grantee shall commence work within 30 days after the granting of this permit. If, at end of six (6) months after date of granting same the grantee shall have not completed the installation, then the rights herein conferred shall cease and terminate.
4. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.
6. The City, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted misted herein, and upon demand the grantee shall pay to the City all costs of such work and material.
7. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter or repair any road, street public place or structure, the grantee upon written notice by the City, his representatives or agents, will at his own sole cost and expense, raise, lower, change, move or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
8. If, upon written notice by the City, the grantee fails to relocate any portion or all of the project as granted under this permit, the City, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct the same shall be done by the grantee.
9. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the City's work and shall be subject to the same provisions which control an original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the City or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests.
10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
11. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The City may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted, is not installed or operated and maintained in conformity herewith or at all.
13. The City of Kettle Falls City Council may at any time, change, amend, modify, amplify or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health or highway regulations as are, or may hereinafter be enacts ad, adopted or amended, etc. The Board may terminate this permit if grantee fails to comply with any such changes.
14. **Petitioner, by accepting this permit, agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities. CALL 811 FOR UTILITY LOCATES BEFORE EXCAVATION BEGINS.**
15. In accepting this permit the petitioner, his successors and assigns, agrees to protect and save harmless the City from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure and in case any such suit or action is brought against said City for damage arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them or commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City.