

RIGHT OF WAY PERMIT REQUIREMENTS

1. No person shall undertake any activity within a right of way within the City of New Franklin without a permit. A Right of Way Permit gives permission from the City for construction work to commence across City property, including, but not limited to, roadways, curbs and sidewalks.
2. Below are examples of activities requiring a Right of Way permit:
 - Driveway widening/paving/curb cuts.
 - Sewer and/or water connection or repairs.
 - Culvert installation/removal.
 - Heavy machinery crossing curbs, sidewalks or roadways.
 - Landscaping/tree clearing.
 - Grading.
 - Utility works (wet and dry utilities).
 - Overhead utility work.
 - Ditch enclosure/modifications.
 - Storm drainage/clean water discharge,

Right of Way Permits must be available at the location of work during the permitted occupancy. If you are unsure whether your work requires a permit, please contact call the City of New Franklin's Service Department at (330) 882-3824.

3. A Traffic Control Plan is required to be submitted and approved by the City where traffic flow (vehicle or pedestrian) may be interrupted.
4. The applicant is required to pay a fee based on the type and the scope of the intended right of way activity. The applicant may be required to provide a performance deposit (security) with the City of New Franklin if the intended activity is deemed to present a significant risk of causing adverse impacts to city property. This deposit amount will be determined by the City of New Franklin as deemed suitable to restore any adverse impacts or actions needed to protect the public. Security deposits may be held for a period of one year following completion of work to ensure latent impacts to City property or public safety can be addressed.
5. Driveway aprons within the Right of Way must be hard surface, either concrete or asphalt. Concrete is only allowed up to with 2 feet of the edge of street. Asphalt pavement is to be installed within the first 2 feet of the driveway apron from the edge of street.
6. Storm sewer or culvert sizing calculations are required with any ditch enclosure project. These calculations are to be prepared by a trained professional.
7. **Work Performed by Homeowners/Property Owners:** Permittee shall at all times, while performing work associated with a Right of Way Permit, carry a homeowner's insurance policy for at least \$500,000 combined single limit for Bodily Injury, Property Damage, and Personal Injury. This insurance must be primary to a non-contributory with any insurance, including any self-insurance.

8. **Work Performed by Contractors:** Permittee shall at all times while performing work associated with the a Right of Way Permit, carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance must be primary to and non-contributory with any insurance. The Permittee shall deliver to the City, prior to the commencement of the work, a certificate of insurance evidencing the insurance required by the Permit.
9. Permits, upon issue, are valid for one hundred eighty (180) days unless otherwise indicated. Permit holder may, in advance, request a longer permit duration but Applicant must provide a construction schedule for approval prior to permit issuance. Permits may be extended, however, permit holder is responsible for requesting such extension prior to a permit's expiration. Once a permit expires or is placed in a "Final" status continued, remedial or additional work may require new or additional permitting, fees, inspections, etc.
10. The approval and issuance of a permit is based on information provided on the application, plans and supplemental documentation submitted by Applicant. Right of Way dimensions will not be verified by the City.
11. Upon permit issuance, no change to the work as shown on the approval plans or to the permit's requirements, comments, standard conditions, or special instructions shall be made without advance notification to and approval by the City.
12. Permit holder shall schedule inspections a minimum of twenty-four (24) hours in advance. If necessary to do so, permit holder shall cancel/reschedule inspections a minimum of twenty-four (24) hours in advance. Failure to timely cancel/reschedule inspections may result in additional fees. In the interest of public safety all operations shall take place during daylight hours, unless specifically authorized, and be discontinued by sunset with proper signage and traffic control devices maintained at all times.
13. The City shall not be responsible for damages to any facilities placed within the right of way by the permit holder. All such facilities shall be properly maintained, adequately visible or properly delineated to prevent damage resulting from moral maintenance of the right of way.
14. Permits are issued with the understanding that the permit holder shall guarantee all right of way restoration performed under the terms of this permit for a period of one (1) year from the date of final inspection and acceptance of work. Any failures shall be repaired by the permit holder at their expense, and at the direction of the City within five (5) days, unless the urgency of the problem requires quicker reaction time.