



## TOWN OF MERRILLVILLE RIGHT OF WAY ENTRY PERMIT

OWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

DATE ISSUED: \_\_\_\_\_

The Owner is looking to upgrade, replace or install new facilities in the Town of Merrillville's public right of way.

The Owner will complete work either using their own forces or an independent contractor to either perform upgrades, replacement of their facilities, or to install new facilities within public right of way. For this work, the repairs/construction will be performed under the "RIGHT OF WAY ENTRY PERMIT. While all other work like performing emergency repairs or maintaining their facilities with the Owner's own forces or an independent contractor will require the RIGHT OF WAY ENTRY YEARLY ENTRY PERMIT FOR OWNERS.

THEREFORE, the Owner agrees and understands they will follow all the requirements listed below to place, repair, upgrade, or maintain their facilities within the Town of Merrillville's public right of way. FEE: At the time the completed application is submitted to the Town of Merrillville Street Department, a \$150.00 fee must be paid to the Town of Merrillville Clerk Treasurer. The receipt must be submitted to the Town's Engineering Administrator at the first scheduled meeting after the application is submitted.

### ITEM 1. Financial Security

Prior to receiving any executed permit approval by the Town, the Owner shall do the following

The Owner is notified that each contract plan submitted for a Right of Way Entry Permit, the Owner will

be required to post a bond, letter of credit, certified check, or other sufficient surety (the "Bond") in the amount specified by the Town's Engineering Administrator, being 25% greater than the estimated amount necessary to restore the right of way to the same condition prior to the beginning of construction. The Bond may be called for failure to comply with the provisions of the permit in whole or in part according to the terms of the Bond. The Bond will not be released until there has been full compliance with the approved permit and certification by the Town's Engineering Administrator that the construction/maintenance has been completed in full compliance with the approved plans

#### ITEM 2. Documentation of Existing Conditions

The Owner will be required to document the conditions of the existing right or way prior to the start of work. A copy of this documentation will be provided to the town prior to the start of any work. This documentation shall be in the form of video which cover the entire limits of construction.

#### ITEM 3. Construction and/or Maintenance Plans

The Owner has provided the constructions plans, which received approval by the Town's Engineering Administrator on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to local ordinance of the Town and good construction methods.

The Owner shall construct or maintain improvements which are in the public right of way, in accordance with local ordinance, the approved construction plans, and any conditions placed on the Owner by the Town's Engineering Administrator.

#### ITEM 4. Town License Requirements

Owner agrees to comply with all required provisions of the Town of Merrillville Contractor Licensing regulations.

#### ITEM 5. Town Inspections

For all work the Owner or the Owner's Contractor agrees to request inspections of permitted work a minimum of five (5) calendar days in advance of the commencement of the work to be inspected, . The applicant can either make contact by via phone to Steve King, Town of Merrillville Engineering Administrator, 219-769-6784, or via email at [sking@merrillville.in.gov](mailto:sking@merrillville.in.gov), all in accordance with Town of Merrillville Regulations. Owner and Owner's Contractor further agrees that if construction/maintenance commences prior to inspection, and said construction/maintenance involves improvements that are no longer visible for inspection, that Owner or Owner's Contractor shall, if the Town so requires, excavate and expose the improvements so inspection may take place.

#### SECTION 6. Right of Way Restoration and Acceptance

All right of way disturbed including all pavements, driveways, curb and gutter, sidewalks, etc. shall be restored to pre-existing or better condition. The restoration of grassed areas must have at a minimum of

70% germination of the seeded area attained before the town will approve final acceptance. For final acceptance to be achieved, the Owner is required to request in writing that a final review be conducted by the Town's Engineering Administrator to certify the restored public right of way.

The Owner is responsible for restoration failures and defects for a period of one (1) year after the date of the Town's Engineering Administrator's favorable inspection. During this period, it shall remain the responsibility of the Owner to correct and cure these defects and failures.

**SECTION 7. Warranty**

The Owner shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period. If required repairs herein are not timely completed, the Town shall have the right, at its option, to make said repairs at the expense of the Owner. In such event, the Town may call the Owner's financial security as described under Item 1 to pay for said repairs.

**SECTION 8. Right of Way Entry Completion Date**

Applicant agrees to complete disturbance activities no later than \_\_\_\_\_, 20\_\_\_. Applicant further agrees to completely restore the disturbed area in accordance with the approved plans no later than \_\_\_\_\_, 20\_\_\_. Failure to meet these obligations shall be deemed by the Town to be a material breach of this permit.

The Owner or a representative who has the authority to sign for the Owner has read and will abide by the provisions of the Right of Way Entry Permit described above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company