



Town of New Castle Building Dept.
 PO Box 90
 450 West Main Street
 New Castle, CO 81647
 970-984-0812
 Fax: 970-984-2716

RIGHT-OF-WAY PERMIT APPLICATION

APPLICANT: Please complete this top portion only and submit for approval

Address/Location of Work:

Date(s) Of Work:

Applicant's Name: _____ Phone: _____

Applicant's Address: _____

Contractor's Name: _____ Phone: _____

Contractor's License #and Type: _____

Work to be Performed: _____

PLEASE NOTE: 1. A detailed site plan must be attached to this application.
 2. A certified traffic survey may be required.

TO BE COMPLETED BY THE TOWN AFTER APPROVAL:

PERMIT DETAILS AND CONDITIONS

(Authority: Town of New Castle Municipal Code §§12.040.010 et seq.)

Permit #: _____ Permit Fee: _____ Deposit: _____

Permit Fee: \$10.00/square yard of disturbed right-of -way
 Deposit required: \$90.00/square yard of right -of-way

Work to start: _____ Work to end: _____

All work must be performed between 7:00 AM and 6:00 PM

SPECIFIC CONDITIONS OF APPROVAL

See reverse for general conditions of approval

I acknowledge that I have read the specific and general conditions of approval and agree to abide by all provisions and conditions of this Permit.

 Signature

 Date

For Town Use Only

Permit Issued By:	Date:
Work Inspected By:	Date:
Completion Inspection By:	Date:
Deposit/Bond Released By:	Date:

GENERAL CONDITIONS OF APPROVAL

1. After issuance of permit, the Building Department shall be notified of all work within rights-of-way one business day prior to starting work. If work is not inspected by the Town, the applicant may be required to remove/modify to allow for town inspection, at applicant's expense.
2. All work performed shall conform to the Town of New Castle Public Works Manual and to any accepted project documents.
3. Traffic control for any work performed on rights-of-way shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). Applicant shall properly barricade, provide public protection and maintain all traffic control at his own expense. Failure to provide and maintain the proper traffic control may result in the suspension of this permit.
4. All street cuts on paved surfaces shall be repaired with asphalt concrete within seventy-two (72) hours of completion of backfill of trench, in accordance with the Town of New Castle Public Works Manual.
5. Any damage to pavement due to this work shall immediately be repaired to the satisfaction of the Town Maintenance Department.
6. All concrete shall be protected from freezing and cured in accordance with specifications outlined in the Town of New Castle Public Works Manual.
7. Construction equipment (including dumpsters) shall not be parked or placed on paved surfaces unless specifically allowed in the permit.
8. Excavated or imported materials shall not be stored on pavement, sidewalk, travel roadway surface, or other public rights-of-way without prior approval of the Town.
9. Proper drainage/erosion control shall be maintained at all times. Any deleterious material on streets or sidewalks as a result of this item shall be removed by the contractor immediately.
10. Existing water valves and new valves directly connected to the Town's water system shall be operated by Town personnel only.
11. Any water taken from the Town system shall be done so only by permission of the Town. Water from fire hydrants shall be with the use of a hydrant meter and only from the location(s) approved by the Town's Utility Department.
12. Any repairs to existing streets or rights-of-way shall be warranted for a period of one year from the date of Town approval and acceptance.
13. Final site cleanup shall be completed within 72 hours of work completion in accordance with Town of New Castle Ordinance No. 98-2.
14. It is expressly understood by the undersigned that this Permit is revocable at will by the Town. If the Town revokes this permit, it shall be the responsibility of the Permittee to remove, at Permittee's expense, all improvements authorized by this permit.
15. As-builts are required for all work in rights-of-way prior to acceptance of improvements.
16. The undersigned hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses of lawsuits as a result of the undersigned's work in or use of the public right-of-way as allowed in this permit, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned, his/her agents, whether by acts or omissions of the Town, its agents or employees, or whether by the acts or omissions of third persons. The undersigned further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the undersigned has or may have against the Town, its agents, or employees, arising out of or in any way connected with the undersigned's activities as set forth on this permit.
17. Failure to meet any of the requirements of this permit may result in the Town's entering into contractual agreements with other parties to assure this compliance. All resulting expenses will be billed to the applicant.