

DEPARTMENT OF PUBLIC WORKS

**REFERENCE:**  
**PERMIT NO: .....**

Fonda, New York

**APPLICATION FOR PERMIT  
FOR  
ELECTRIC LIGHT LINE - ELECTRIC POWER LINE**

TO: Eric M. Mead,  
Commissioner of Public Works, County of Montgomery

Application is hereby made by the undersigned, whose principal place of business is at .....

.....

to.....

on or across a County Road situate in the Town of .....

County of Montgomery, known as .....

.....

in accordance with the map and plan hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof. This applicant will obtain any other consents or permits that may be necessary to accomplish the purposed set forth herein.

.....  
(Name of Applicant; add title if signed by a representative)

Dated: ..... Recommended: ..... 200.....

.....  
Commissioner of Public Works

**PERMIT FOR  
ELECTRIC LIGHT LINE - ELECTRIC POWER LINE**

**PERMISSION IS HEREBY GRANTED**

TO .....(herein after referred to as

"permittee") whose principal place of business is at .....

.....

to proceed as set forth and represented in the foregoing application, and at the particular location described therein, in accordance with the map and plant hereto attached and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof; to wit:

## CONDITIONS AND REGULATIONS

1. This permit for electrical work shall not be assigned or transferred without the written consent of the Commissioner of Public Works.
2. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Commissioner of Public Works or his representative.
3. The Commissioner of Public Works shall be given one week's notice by said permittee of the date when it intends to begin the work authorized by this permit and prompt notice of its completion.
4. The said permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to activities of the permittee, its contractors, sub-contractors of either or both, agents or employees in connection with any act or omission hereunder; and does hereby expressly agree to indemnify and save harmless the County and/or the Department of Public Works and/or the Commissioner of Public Works and his representatives and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from any act or omission hereunder.
5. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Protective Liability Insurance Policy (OCP) issued to and covering the liability of The People of the County of Montgomery and Commissioner of Public Works of the County of Montgomery, with respect to all operations under this permit by the permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the State. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence for all damages arising out of bodily injury, including death at any time resulting there from, and property damage and a minimum of a \$2,000,000 aggregate for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery.
6. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Certificate of Insurance evidence of Commercial General Liability coverage. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence with \$1,000,000 for Personal & Advertising Injury and a General Aggregate of \$2,000,000, with a Products & Completed Operations Aggregate of \$2,000,000 for all damages arising out of bodily injury, including death at any time resulting there from, and property damage for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery. Such policy shall evidence that it provides coverage for "XCU", and has Broad Form Property Damage coverage, and provides "Per Project Aggregate" as well as "Contractual Liability" coverage. Such policy shall contain a "waiver of subrogation" and shall be written on a "primary and non-contributory basis." Furthermore, said Permittee will name the County of Montgomery as an "additional insured" to said policy.
7. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permittee's legal responsibilities for the consequences of accidents arising out of or resulting from the operations of the permittee under this permit.
8. Any undertaking or a certified check in the sum of \$..... deposited with the Department of Public Works before or at the time of the issuance of this permit by the Commissioner of Public Works shall be deemed to include and be used as security that the highway or any part thereof will be restored to its original condition where disturbed, at the expense of the permittee, as soon as the work has been completed, and the said Commissioner of Public Works is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said permittee neglect or refuse to perform the work.
9. The said Commissioner of Public Works reserves the right to at any time revoke or annul this permit should the said company fail to comply with the terms and conditions upon which it is granted.
10. This applicant shall submit to the Commissioner of Public Works a detailed plan of structure to be built with a description of proposed method of construction before any work hereunder is started.
11. Traffic shall be maintained by the applicant on this section of the highway while the work is in progress and until its final completion. In addition, applicant will be responsible to provide clearly marked warnings regarding said work to the public and will be responsible for any failure to do so.

12. The above names permittee hereby certifies that it has secured Worker's Compensation coverage for the benefit of, and will keep insured during the performance of the above described work, such employees as are required to be insured, under the provisions of the Workers Compensation Laws of the State of New York and the Disability Benefits Law. Such Worker's Compensation coverage will be required for any Sole Proprietor and evidence of such coverage will be provided to the County of Montgomery. Failure to comply will cause this permit to be invalid.

## **SPECIAL CONDITIONS ELECTRIC LIGHT OR POWER LINES CROSSING HIGHWAYS**

### **LOCATION:**

- The poles, or towers, supporting the crossing span shall, where practicable, be outside the limits of the right of way.
- Unusually long crossing spans shall be avoided wherever practicable.
- The poles, or towers, shall be located as far as practicable from inflammable material or structures.
- The poles, or towers, supporting the crossing span and the adjoining span on each side, preferably shall be in a straight line.
- The wires, or cables, shall cross over telegraph, telephone and similar wherever practicable.
- Cradles or overhead bridges, shall not be used.

### **CLEARANCE:**

The clear headroom shall not be less than 18 feet above the crown of the highway for wires carrying less than 750 volts; 20 feet for wires carrying from 750 to 7,500 volts and 30 feet for wires carrying above 7,500 volts; all under the most unfavorable conditions of temperature and loading. The clearance of alternating current circuits above any existing wires, under the most unfavorable conditions of temperature and loading, and for spans where the sum of the distances from the intersection of the wires to the nearer supports of each is less than 100 feet, shall be not less than two feet for wires carrying less than 750 volts; four feet for wires carrying from 750 to 7,500 volts, and six feet for wires carrying from 7,500 and 50,000 volts. For longer spans, all clearances must be increased by two inches for each ten feet of the excess above 100 feet of the sum of the distances from the intersection of the wires to the nearer supports. For voltages above 50,000 all clearances must be increased by one-half inch for each 1,000 volts excess.

### **GUYS:**

Guys shall be not less than 5/16th inch in diameter of an approved material protected from corrosion, and the details of anchorage to be definitely shown on plan.

Wooden poles supporting the crossing span shall be side-guyed in both directions, if practicable and be head guyed away from the crossing span. The next adjoining poles shall be head guyed in both directions. Braces may be used instead of guys.

Strain insulators shall be used in guys from wooden poles carrying any power wire of more than 300 and less than 6,600 volts, providing the guys are not through grounded to permanently damp earth. Strain insulators shall not be used in guying steel structures, nor required on wooden poles carrying wires, all of which are 6,600 volts or more, provided the guys are through grounded to permanently damp earth.

### **CLEARING:**

The space around the poles, or towers, shall be kept free from inflammable material, underbrush and grass.

### **SIGNS:**

Warning signs of an approved design shall be placed on all towers, and on all poles stepped less than 6-1/2 feet from the ground, carrying wires or cables across highways.

### **GROUNDING:**

Where wires carrying more than 7,500 volts, and unless two cross arms are used on each pole of the crossing span the towers the towers and poles supporting the crossing span shall be permanently grounded. In addition to this, a satisfactory device shall be used to ground each part of the conductor, at the tower or pole, if it breaks.

### **FOUNDATIONS:**

Foundations for steel poles and towers shall be designed to prevent overturning. Where crossing is located in wet ground or swamp, special precaution shall be taken to insure stability of poles and towers.





**MONTGOMERY**  
**COUNTY NY**

*Made of Something Stronger*

**Montgomery County  
Department of Public Works**

**POLICY & STANDARDS  
FOR  
ENTRANCES/EXITS**

## **POLICY & STANDARDS**

### **DRIVEWAYS**

***Article 6, Section 136 of the Highway Law of the State of New York, prohibits the construction or improvement, within the County road right-of-way, of an entrance or connection to such County road, except in accordance with the terms and conditions of a work permit issued by the Commission of Public Works or his duly designated agent.***

In accordance with the exercise of these duties, the Department of Public Works has established definite standards and procedures governing the construction of entrances to County highways. The purpose of these standards and procedures is to provide maximum protection to the public through the safe and orderly movement of traffic onto and from the highway, and to assure uniform practices throughout the County in design and construction of entrances and exits.

The policy, standards and procedures as set forth herein shall represent the official policy of the Department of Public Works governing entrances and exits to County

### **APPLICATION FOR PERMIT**

Any person, institution or corporation desiring access to a County highway may do so only through a permit for an entrance and/or exit issued by the Montgomery County Department of Public Works.

Written application for such permit must be made to the Commissioner of Public Works, and if required, shall be accompanied by plans, drawings or a sketch indicating the proposed work, and the applicable design dimensions required. Applications for driveway permits will be accepted only from property owners or their authorized agents. Certification of legal ownership or owner's authorization may be required. Upon approval of the application by the Department, a permit will be issued, stipulating the conditions under which the installation is to be performed.

If a property owner, lessee or agent fails to comply with the terms of a permit, or fails to obtain a permit; the Department may halt the activity for which a permit is required, until adequate corrections have been made. Cost incurred by the Department in correcting failure to comply with the terms and conditions of a permit, failure to obtain a permit, or defective workmanship or materials shall be borne by the permittee undertaking the activity. The provisions herein described do not apply to entrances already in existence, but will apply to any new or improvements to existing driveway connections with the County right-of-way. Improvement is defined as resurfacing or a change in width, grade or location of an existing driveway. Whenever a County highway is reconstructed or resurfaced, existing entrances to the highway will be altered by the Department, at its expense, to conform to the spirit and intent of the policy and standards put forth by this Department.

## DEFINITION OF TERMS

**Driveway** - Every entrance or exit used by vehicular traffic to or from lands or buildings abutting a County highway.

**Commercial Driveway** - A driveway serving a commercial establishment, industry, governmental or educational institution, private utility, hospital, church, apartment building, or any other comparable traffic generator.

**Residential Driveway** - A driveway serving a private home or an apartment building containing no more than four family units.

**Field Entrance** - A driveway serving a farmyard, cultivated or uncultivated field, timberland or undeveloped land not used for industrial, commercial or residential purposes.

**Right-of-Way Line** - The boundary between private property and County highway lands.

**Frontage** - The distance along the highway pavement in front of the owner's property, determined by projecting a perpendicular or radial line from the center of the roadway to the corner points of property.

**Department** - The Montgomery County Department of Public Works.

## MAINTENANCE RESPONSIBILITY

The property owners having access to a County highway are full responsible for the maintenance of their driveway, including the portion from the highway right-of-way line to the outside edge of the highway shoulder or curb-line. This maintenance responsibility includes keeping the portion within the highway right-of-way in a safe condition for the general public.

The property owner is also responsible for the maintenance of ditches, pipes, catch basins, grates, and other drainage structures constructed in connection with providing access to his property.

## DRIVEWAY LOCATION

A driveway or a driveway system shall be so located as to provide:

1. The most favorable vision, grade and alignment conditions for motorists using the proposed driveway and highway.
2. No undue interference with the free and safe movement of the highway traffic.

In the interest of public safety and convenience, the Department may restrict the placement of a driveway to a particular location along the owner's frontage, or require shifting of an existing driveway.

Normally, only one driveway shall be permitted for each residential property. An additional driveway may be permitted if sufficient frontage exists. The minimum distance between the inside edges of two driveways to the same residential property, as measured along the highway pavement edge, shall be 30 feet. Normally, no more than two driveways will be allowed to a property in the commercial category. Where the need for more than two can be substantiated operationally, and adequate frontage exists, the Department may grant permission for an additional driveway.

## **DRIVEWAY INSTALLATION**

### **Driveway Profile**

In rural areas, the recommended maximum grade within the highway right-of-way is 10% for commercial driveway, and 12% for residential driveways. In urban areas, the recommended maximum grades are 6% and 8% respectively.

All driveways are to be constructed to slope away from the edge of pavement at the same slope as the highway shoulder, or not less than 1/2" per foot. This slope is to be continued the full width of the shoulder or longer, so as not to cause a bump or depression in the shoulder area.

Whenever a change in the driveway grade occurs, the profile shall be rounded by connecting the two different grades by a smooth vertical curve. If possible, the low point of the driveway should be at or close to the ditch line of the highway ditch.

### **Drainage**

A driveway must be constructed so that it does not adversely affect the highway drainage or drainage of the adjacent property. The drainage and the stability of the highway subgrade should not be impaired by driveway construction. In no case may the construction of a driveway cause water to flow across the highway pavement or to pond on the shoulders or in the ditch.

Drainage collected by ditches, gutters or pipes on private property shall not be discharged into highway drainage systems unless expressly approved by the Department.

Where the construction of a driveway necessitates crossing a highway ditch, a culvert pipe shall be installed in the ditch, and the low pint of the driveway profile shall be at or close to the ditch line. Under no circumstances will existing ditches or gutters be filled without adequate provisions for alternate drainage.

Culvert pipe shall be of a size adequate to carry the anticipated flow in the ditch, as determined by the Department, and shall not be smaller than 12 inches inside diameter.

The structural material and gauge of the driveway pipe should be adequate to withstand the loads from the anticipated vehicular traffic across the driveway. The length of the culvert may be determined as the sum of the width of the driveway at the ditch line and the length needed to accommodate a side slope of one vertical to two horizontal from the driveway to the ditch.



## **CONDITIONS AND LIMITATIONS OF DRIVEWAY PERMITS**

A driveway permit is subject to the following conditions and limitations.

Work must start with the time period specified in the permit. Notification shall be given to the Department when work is started, and when it is completed on or before the specified completion date. An extension of time may be granted if valid reasons exist for the delay.

All work done, and all material used within the right-of-way shall meet the requirements of the Department, and the terms and stipulations of the permit. The Department must expressly approve any alterations for additions.

A permittee shall not hold the Department liable for any claim for damages arising from his negligence, or his contractor's negligence in operations covered by the permit.

The entire cost of the work specified shall be borne by the permittee, his grantees, successors and assignments.

The permittee shall have a copy of the permit available at the site during construction.

The Department reserves the right of inspection of any driveway construction or reconstruction within the highway right-of-way, by its authorized representative.

The permittee shall take necessary precautions to prevent injury to persons or damage to property from operations covered by the permit, and if necessary shall use warning signs and safety devices which are in accordance with this Department and the NYS Manual of Uniform Traffic Control Devices.

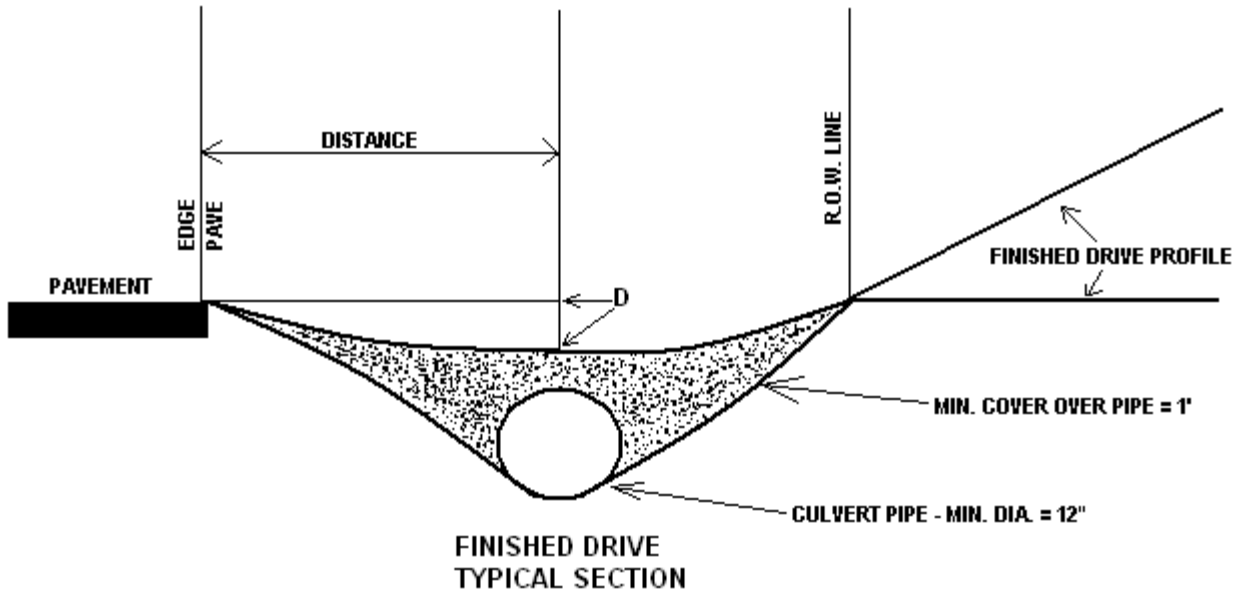
Pipe or channeled natural drainage shall not be permitted to flow onto a highway right-of-way unless the Department approves special provisions.

The permittee shall removal all surplus materials to an area outside the right-of-way, unless the permit provides for disposal at locations within the right-of-way.

### **SCHEDULE OF FEES - DRIVEWAYS**

<b>Residential &amp; Field Drives.....</b>	<b>\$7.50</b>
<b>Commercial Drives.....</b>	<b>\$10.00</b>

"D" (inches) = 3/4" x DIST. IN FEET (MIN) "D" = 6"



LENGTH OF PIPE (FEET) "L"					
	10	20	30	40	50
1	6	16			
2	2	12			
3	-	8			
4	-	4			
5	-	0			
6	-	-			
7	-	-			
8	-	-			

DEPARTMENT OF PUBLIC WORKS

**PERMIT NO:** .....

Fonda, New York

**APPLICATION FOR PERMIT  
FOR  
TELEPHONE - FIBER OPTICS**

TO: Eric M. Mead  
Commissioner of Public Works, County of Montgomery

Application is hereby made by the undersigned, whose principal place of business is at .....

.....

to.....

on or across a County Road situate in the Town of .....

County of Montgomery, known as .....

.....

in accordance with the map and plan hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof. This applicant will obtain any other consents or permits that may be necessary to accomplish the purposed set forth herein.

.....  
(Name of Applicant; add title if signed by a representative)

Dated: ..... Recommended: .....20.....

.....  
Commissioner of Public Works

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**PERMIT FOR  
TELEPHONE - FIBER OPTICS**

**PERMISSION IS HEREBY GRANTED**

TO .....(herein after referred to as

"permittee") whose principal place of business is at .....

.....

to proceed as set forth and represented in the foregoing application, and at the particular location described therein, in accordance with the map and plant hereto attached and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof; to wit:

## CONDITIONS AND REGULATIONS

1. This Telephone-Fiber Optics permit shall not be assigned or transferred without the written consent of the Commissioner of Public Works.
2. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Commissioner of Public Works or his representative.
3. The Commissioner of Public Works shall be given one week's notice by said permittee of the date when it intends to begin the work authorized by this permit and prompt notice of its completion.
4. The said permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to activities of the permittee, its contractors, sub-contractors of either or both, agents or employees in connection with any act or omission hereunder; and does hereby expressly agree to indemnify and save harmless the County and/or the Department of Public Works and/or the Commissioner of Public Works and his representatives and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from any act or omission hereunder.
5. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Protective Liability Insurance Policy (OCP) issued to and covering the liability of The People of the County of Montgomery and Commissioner of Public Works of the County of Montgomery, with respect to all operations under this permit by the permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the State. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence for all damages arising out of bodily injury, including death at any time resulting there from, and property damage and a minimum of a \$2,000,000 aggregate for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery.
6. Unless expressly waived by the Commissioner of Public Works, the permittee shall furnish with foregoing application a Certificate of Insurance evidence of Commercial General Liability coverage. The limits of liability in such policy shall not be less than \$1,000,000 per occurrence with \$1,000,000 for Personal & Advertising Injury and a General Aggregate of \$2,000,000, with a Products & Completed Operations Aggregate of \$2,000,000 for all damages arising out of bodily injury, including death at any time resulting there from, and property damage for the policy period; such policy shall state it will not be changed or cancelled without 30 days written notification to the Commissioner of Public Works, the County of Montgomery. Such policy shall evidence that it provides coverage for "XCU", and has Broad Form Property Damage coverage, and provides "Per Project Aggregate" as well as "Contractual Liability" coverage. Such policy shall contain a "waiver of subrogation" and shall be written on a "primary and non-contributory basis." Furthermore, said Permittee will name the County of Montgomery as an "additional insured" to said policy.
7. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permittee's legal responsibilities for the consequences of accidents arising out of or resulting from the operations of the permittee under this permit.
8. Any undertaking or a certified check in the sum of \$..... deposited with the Department of Public Works before or at the time of the issuance of this permit by the Commissioner of Public Works shall be deemed to include and be used as security that the highway or any part thereof will be restored to its original condition where disturbed, at the expense of the permittee, as soon as the work has been completed, and the said Commissioner of Public Works is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said permittee neglect or refuse to perform the work.
9. The said Commissioner of Public Works reserves the right to at any time revoke or annul this permit should the said company fail to comply with the terms and conditions upon which it is granted.
10. This applicant shall submit to the Commissioner of Public Works a detailed plan of structure to be built with a description of proposed method of construction before any work hereunder is started.
11. Traffic shall be maintained by the applicant on this section of the highway while the work is in progress and until its final completion. In addition, applicant will be responsible to provide clearly marked warnings regarding said work to the public and will be responsible for any failure to do so.

12. The above names permittee hereby certifies that it has secured Worker's Compensation coverage for the benefit of, and will keep insured during the performance of the above described work, such employees as are required to be insured, under the provisions of the Workers Compensation Laws of the State of New York and the Disability Benefits Law. Such Worker's Compensation coverage will be required for any Sole Proprietor and evidence of such coverage will be provided to the County of Montgomery. Failure to comply will cause this permit to be invalid.

**SPECIAL CONDITIONS**

All poles shall be set outside the ditch lines and so that the proper drainage of the highway will not be interfered with. In case it is impracticable to set poles so as not to interfere with the flow of water in the ditches, the shoulder, ditch and space around the poles shall be paved by the applicant so as to protect against wash.

There shall be no obstruction to private driveways, connecting highways or roads, paths or sidewalks.

In case it is found necessary to trim trees within the boundaries of the highway, the least amount possible shall be done, and in all cases the consent of the abutting property owner must be secured before the poles are set and trees trimmed.

Poles shall be of sufficient length to provide a clearance of not less than eighteen feet above the crown of the highway, under the worst conditions of temperature and loading; and they shall be set in line and properly plumbed.

They shall be well guyed. Special precautions shall be taken on curves and where lines cross from one side of the highway to the other.

Poles shall be straight, sound, and the fittings shall be of sufficient strength to carry wires under the worst condition of loading (ice, wind, etc.).

Where telephone wires cross high tension power lines, electric light wires, special precaution shall be taken to maintain proper clearance under the worst condition of temperature and loading.

All surplus earth and rubbish to be cleaned up and removed upon the completion of the work, and the highway left in a neat and orderly condition.

If necessity arises in the future, because of work on the highway, to relocate, replace or reset poles, cables or conduits, said work shall be done at the expense of the applicant.

In consideration of the granting of the within Telephone-Fiber Optics permit, the undersigned hereby accepts the same subject to the conditions, regulations, and restrictions therein described.

Dated this ..... day of ....., 20.....

.....  
(Signature of Applicant)

.....  
Company

Pursuant to the conditions, regulations and restrictions as set forth above, this permit is approved this.....day of

....., 20....., Fonda, New York

.....  
Eric M. Mead  
Commissioner of Public Works