



Village of Rockton  
 Right-of-Way Permit  
 Application

Return to:  
 Village of Rockton  
 110 E. Main St  
 Rockton, IL 61072

Phone: 815-624-7600  
 Fax: 815-624-0418

Applicant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No \_\_\_\_\_

Fax No. \_\_\_\_\_

Contractor Information (if applicable)

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No \_\_\_\_\_

Fax No. \_\_\_\_\_

Location of proposed work

Street Name \_\_\_\_\_

Nearest Cross St. \_\_\_\_\_

Nearest Address \_\_\_\_\_

Does the work involve pavement removal? Yes  No  If Yes, see paragraph 5.

Contact JULIE prior to any construction, Dial 811.

Description of proposed work

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please attach plans, drawings, or sketches to further illustrate the proposed work.

Fee Schedule

Base Permit Fee	\$50
Restoration Deposit	\$500
Inspection Fee	\$250

Office use only

Permit No.	_____
Base Fee	<u>\$50.00</u>
Inspection Fee	<u>\$250.00</u>
Deposit	<u>\$500.00</u>
Total fee	<u>\$800.00</u>
Date collected	_____
Payment type	_____
Collected by	_____
Deposit release date	_____
Release authorized by	_____
Deposit returned date	_____
Deposit returned by	_____

WHEREAS the applicant has requested a right-of-way permit be issued to perform certain work herein described within Village of Rockton right-of-way, the Public Works Manager or their designated representative acting on behalf of the Village of Rockton has reviewed and issued this permit to do the described work subject to the following conditions and restrictions:

1. It is expressly understood that if, due to road reconstruction or maintenance operations or other Village projects, it is necessary to move or alter the above mentioned installation said installation shall be moved or altered within 30 days after the applicant, his agent or assigns receives written notice and demand from the Public Works Manager that said installation shall be moved or altered. The applicant, his assigns or any other person who assumes responsibility for the care and maintenance of said installation, shall be responsible for all costs incurred in the moving or altering, or failure to move or failure to alter, the above stated installation.
2. The applicant shall furnish all material, do all work, pay all costs and shall in a reasonable length of time restore said right-of-way to a condition similar or equal to that existing before the commencement of the described work. The Public Works Manager shall be the final and sole decision maker as to whether said right-of-way has been restored to a condition similar or equal to that existing before the commencement of said work. It is understood that the work shall be completed within \_\_\_\_\_ days after the date this permit is approved; otherwise this permit becomes null and void.
3. In granting this permit, the petitioner agrees not to interfere with or obstruct traffic within said right-of-way. Proper barricades, flagmen, flares, signs or other necessary precautions as specified by the Public Works Manager shall be provided to protect the traveling public at all times. All of the above mentioned items shall be furnished by the applicant at his expense.
4. Applicant shall remove all excess dirt and leave the pavement, curbs, sidewalks, shoulders, ditches and back slopes in the same presentable condition as before construction, including seeding, to the satisfaction of the Public Works Manager. All areas where existing vegetation has been disturbed during prosecution of the above work shall be reseeded and fertilized in accordance with IDOT Standard Specifications for Road and Bridge Construction, latest edition. The deposit will not be released until all restoration is completed and grass has been established.
5. **All pipe crossings shall be made by directional boring or other trenchless installation underneath the pavement/curb unless otherwise permitted by the Public Works Manager.**
6. The applicant shall replace and repair any permanent surface (i.e. pavement, curb, sidewalk, driveway) removed or damaged by construction. Permanent surfaces and associated stone base shall be replaced by materials and thicknesses that match existing. The materials, construction, compaction, etc... shall conform to IDOT Standard Specifications for Road and Bridge construction, latest edition. The applicant shall cut the permanent surface so as to form a straight edge at least twelve inches wider on each side of the widest portion of the trench. The applicant shall remove all excavated material and immediately backfill with compacted trench backfill (in 12" lifts). Any stone base and permanent surface shall then be restored immediately after backfilling.
7. If specific permission is given to open cut across the roadway pavement, paragraph 6 above must be complied with.

8. Trenches or excavations along the right of way shall not be made nearer to the pavement than two feet. The excavated material may be used as backfill. The backfill shall be compacted.
9. For a period of 12 months after the work has been completed, the petitioner is responsible for any work necessary to restore any portion of the work area to a condition equal to that existing before the work was started by the petitioner to the satisfaction of the Public Works Manager.
10. The applicant shall reimburse the Village for any repairs the Village deems necessary within the existing right-of-way on account of said permitted work in the case of emergency or neglect by said Applicant.
11. The applicant shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. The applicant further agrees to indemnify and hold harmless the Village of Rockton, or any of its agents, employees or the like, against any and all damages to property, or injuries to or death of any person or persons, including employees or agents of the Village of Rockton, and shall indemnify, and hold harmless the Village of Rockton, or its agents, employees or the like, from any and all claims, demands, or suits, actions or proceedings of any kind or nature, including workmen compensation claims, of or by anyone whomsoever, and any resulting from or arising out of the operations in connection herewith, including operations of subcontractors, and acts or omissions of the Petitioner, his agents, employees or assigns.
12. The applicant shall not trim, cut or in any way disturb any trees or shrubbery within said right-of-way without the approval of the Public Works Manager or their duly authorized representative.
13. If necessary to remove any highway signs, mailboxes, etc., the applicant shall reset them in their original position at the end of each work day and immediately after construction has been completed to the satisfaction of the Public Works Manager.
14. This permit is effective in so far as the Village of Rockton has jurisdiction and does not presume to release said Petitioner from fulfilling any other existing statutes or other jurisdictions relating to the construction of such improvement.
15. In any case not covered by above conditions and restrictions the Public Works Manager is authorized to draw up reasonable conditions and restrictions suitable to the particular case.
16. Should The Village of Rockton accidentally damage applicant's facilities through normal highway maintenance or construction activities, after having appropriately contacted JULIE, The Village of Rockton will not be responsible for any damages to or lost revenue from those applicant's facilities not located by JULIE within JULIE guidelines. If the applicant is not a member company of JULIE, the applicant will be responsible for locating their facilities using JULIE guidelines.
17. The applicant shall not backfill any improvement connected to a Village of Rockton utility (water, sanitary sewer, storm sewer, etc.) until the improvement is inspected by the Village of Rockton. Applicant to provide the Village at least 24 hours notice prior to inspection being needed.
18. Improvements connected to a Village of Rockton utility are considered a private improvement and remain the maintenance responsibility of the applicant unless a previous agreement is in place for the improvement to become a public improvement.
19. This Agreement is binding not only on the applicant but also on the applicant's employer, successor, assigns, contractor, subcontractor or any other person who funds or assists in the funding of the proposed installation or assumes the responsibility for the care and maintenance of the proposed installation after its completion. The applicant agrees that he has a mandatory duty to inform his employer, successor, assigns or any person who subsequently assumes responsibility for the care and maintenance of said completed installation of the existence of this Agreement.
20. The applicant agrees to pay all inspection fees. The applicant recognizes that re-inspections as a result of, but not limited to, failed inspections, construction not completed at scheduled inspection time, or other circumstances requiring the Village representative to return to the site will result in additional inspection fees.

21. The following special conditions also apply to this permit application:

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This permit is hereby accepted and its provisions agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Contractor (if applicable)

**Approved: Village of Rockton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Not Approved: Village of Rockton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_