

DALTON WATER ASSOCIATION, INC.
Application & Permit
 6360 N. 4th Street, Dalton Gardens, ID 83815
 Phone: (208) 772-5639
 E-mail: officemanager@daltonwaterassociation.com

ENCROACHMENT PERMIT

You may also need to obtain separate permission from the property owner or other municipality.

Read both pages of this Permit and all the attachments carefully.

Permittee: _____	Contractor: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Contact Person: _____	Contractor's License #: _____
Telephone #: _____	Fax #: _____

Expiration Date: All work described in this permit, including finish paving, shall be completed on: _____
 If all work covered by this permit, including finish paving is not completed by this date, you must acquire a new permit.

Permittee Activity _____

Start Date: _____ **Project Completion Date:** _____

Site Address: _____

General Permit Conditions:

1. **ALL WORK MUST BE INSPECTED. ARRANGE** for an **INSPECTION** by contacting the Association at the above number, *at least* two working days before you begin work. **WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF \$100.**
2. IF WORK is performed **without a permit**, the fee shall be **double** the amount per fee schedule or a **minimum** of \$300. All work performed *without* a permit is subject to removal and/or reinstallation.
3. THE ASSOCIATION may modify this permit to meet field conditions.
4. **The Encroachment Permit Conditions attached to this permit apply. READ CAREFULLY.**
5. Any work or encroachment in the Association's right of way requires you to furnish the Association with a Certificate of Liability naming the Dalton Water Association, Inc. as an additional insured. The liability minimum is \$500,000 combined aggregated policy for each occurrence. Please have the certificate written with an annual expiration date of 12/31. The cancellation clause (endeavor) must be amended to read thirty (30) days written notice to the above named certificate holder and the remainder of the clause crossed off.
6. **INSPECTION CHARGES** - Will be billed to whoever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.
7. You must schedule a **FINAL INSPECTION** by phoning the Association. After the Final Inspection has been completed and the Association has signed off on the permit, **refunds of fees or deposits** will be processed. Refunds will be sent out **90 days** from the date the permit was signed off. **A signed-off permit from another permitting agency or utility company does not guarantee the work performed under this permit has been completed satisfactorily.**

Items Attached or Referred to Herein and Made Part Hereof:

- General Permit Conditions Attachment:
- Special Permit Conditions: _____
- _____
- _____

Signature of Permittee: _____ **Date:** _____

Print Name: _____

FOR OFFICE USE ONLY:	<input type="checkbox"/> FEES PAID	DATE: _____	<input type="checkbox"/> PERMIT GRANTED
			<input type="checkbox"/> PERMIT DENIED

GENERAL ENCROACHMENT PERMIT CONDITIONS

1. One street per Encroachment Application/Permit.
2. All work as detailed in this permit must be completed within 30 days of the start date.
3. Permit fee is \$100 for non-complex or \$300 for complex (*underground/boring*), or as determined by the Association.
4. Maintain a minimum distance of five (5) feet from water mains, fire hydrants, and water meters.
5. Maintain a maximum depth (*digging and/or boring*) of thirty-six (36) inches.
6. If required by the Administrator, the Permittee shall give at least 48 hours advance notice prior to commencing work.
7. Provide and maintain enough barricades, lights, signs, cones, flaggers, and other safety measures to protect the public.
8. The Permittee agrees to save, indemnify and hold harmless the Association, its officers, employees, and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit and does agree to defend the County, its officers, employees, and agents against any claim or action asserting such a liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing the issuance of such permit.
9. Except as herein authorized, no excavation shall be made, or obstacle placed within the limits of the Association's easement in such a manner as to interfere with access to the Association's lines.
10. Permittee is responsible for any damages to Association property or to any property in the easement which is caused by the conduct of the work performed hereunder. The permittee shall restore the easement area to the same condition as existed prior to the work at its sole expense. If trench or pavement settlement should occur, the repairs shall be made by the Permittee as directed by the Association's Administrator at no cost to the Association.
11. All work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Association Administrator, and the entire expense of said supervisions shall be borne by the Permittee.
12. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Association from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the Association from using any of its easements, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
13. The Association may revoke, annul, change, amend, amplify, or terminate this permit or any of the condition herein enumerated if Permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the encroachment herein granted is not installed or operated and maintained in conformity herewith or for any reason or cause whatsoever.
14. The Permittee shall maintain at his or their sole expense the structure of object for which this permit is granted in a condition satisfactory to the Association's Administrator.
15. The Association makes no representation as to the easement width. It shall be the Permittee's responsibility to determine the limits of the easement. This permit covers operations in the easement area only and the Permittee is responsible for any of his actions outside the easement area to the abutting property owner(s).
16. Permittee is responsible for repair or improvements due to damage from the Association's maintenance of the easement.
17. This permit is personal to the Permittee and does not inure to the successors or assigns of the Permittee. No assignment of this permit or any interest therein shall be acknowledged by the Association without its prior written consent.
18. In the event Association shall require the removal of the Permitted encroachment over said easement, the Permittee shall remove the encroachment and restore the easement area at its sole expense. After thirty (30) days written notice from Association to Permittee to remove the encroachment, or immediately in the event of an emergency, the Association may the same, and Permittee shall pay the cost of such removal.
19. The Permittee may terminate this permit by giving written notice to the Association specifying the termination date.