



City of Woodinville Right of Way Use Permit Application

Development Services Department

425-489-2754 • 17301 - 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30 am – 4:00 pm

<p>APPLICANT/UTILITY: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Emergency Contact: _____</p> <p>Emergency Phone: _____</p>	<p>Received Stamp</p>
<p>SITE ADDRESS/DESCRIPTION:</p>	
<p>DESCRIPTION OF UTILITY SERVICES PROVIDED BY THE APPLICANT OVER ITS FACILITIES:</p>	
<p>DESCRIPTION OF TRANSMISSION MEDIUM USED TO PROVIDE SUCH SERVICES:</p>	
<p>THE FOLLOWING INFORMATION IS ATTACHED TO SHOW THE APPLICANT HAS OBTAINED ALL OTHER GOVERNMENTAL APPROVALS AND PERMITS TO OPERATE THE FACILITIES, AND TO PROVIDE THE SERVICES, INCLUDING BUT NOT LIMITED TO, EVIDENCE THAT THE APPLICANT HAS REGISTERED WITH THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION:</p>	

CITY OF WOODINVILLE • RIGHT OF WAY USE PERMIT APPLICATION

THE FOLLOWING INFORMATION IS ATTACHED TO SHOW COMPLIANCE WITH THE INSURANCE REQUIREMENTS SET FORTH IN WMC 12.30.160:

THIS PERMIT IS FOR THE CITY OF WOODINVILLE RIGHT-OF-WAY ONLY, AND SUBJECT TO THE PROVISIONS OF **CHAPTER 12.30 WMC**.

THIS PERMIT IS TO ALLOW THE CONTINUED USE AND OCCUPANCY OF THE PUBLIC RIGHT-OF-WAY BY THE APPLICANT OF ITS EXISTING FACILITIES AT THE LOCATIONS AT WHICH SUCH FACILITIES EXIST, PROVIDED, HOWEVER, THAT MAINTENANCE, REPAIR, RELOCATION, AND/OR EXPANSION OF SUCH FACILITIES SHALL NOT BE PERMITTED UNLESS AND UNTIL THE APPLICANT OBTAINS ALL PERMITS AND APPROVALS REQUIRED BY THIS CHAPTER. SEE **WMC 12.30.090**.

THE DURATION OF A RIGHT-OF-WAY USE PERMIT IS FIVE (5) YEARS UNLESS REVOKED OR MODIFIED UNDER THE PROVISIONS OF **CHAPTER 12.30 WMC**. RENEWAL OF A RIGHT-OF-WAY USE AUTHORIZATION FOR AN ADDITIONAL TERM SHALL, NOT MORE THAN 180 DAYS NOR LESS THAN 90 DAYS BEFORE EXPIRATION OF THE CURRENT AUTHORIZATION, FILE A COMPLETED RIGHT-OF-WAY USE AUTHORIZATION RENEWAL APPLICATION WITH THE PUBLIC WORKS DEPARTMENT. **WMC 12.30.050(4)**.

THE APPLICANT AGREES THAT WITHIN 60 DAYS AFTER WRITTEN DEMAND, TO REIMBURSE THE CITY FOR ALL REASONABLE COSTS AND EXPENSES INCURRED BY THE CITY IN CONNECTION WITH SAID PARTY'S OCCUPATION AND USE OF THE PUBLIC RIGHT-OF-WAY FOR WHICH A PERMIT FEE IS OTHERWISE PROVIDED, INCLUDING ATTORNEY FEES INCURRED BY THE CITY IN THE DRAFTING, PROCESSING, AND REVIEW OF THIS PERMIT APPLICATION AND RIGHT-OF-WAY-USE PERMIT. SEE **WMC 12.30.100**.

The undersigned, its successors and assigns, agrees, as a condition of the right-of-way use authorization or permit, to secure and maintain the following liability insurance policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as co-insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the grantee, according to the insurance requirements as provided in WMC 12.30.160. The following liability insurance policies shall be secured and maintained:

1. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than \$2,000,000 for bodily injury or death to each person; \$2,000,000 for property damage resulting from any one accidents; and \$2,000,000 for all other types of liability.
2. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident;
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000;
4. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.

The undersigned, its successors and assigns agrees to comply with further provisions, conditions, requirements, and regulations related to insurance contained in WMC 12.30.160.

The undersigned, its successors and assigns agrees to release, covenant not to bring suit, and agree to indemnify, defend and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the grantee's own employees, or the employees of the grantee's contractors and subcontractors, for which the grantee might otherwise be immune under RCW Title 51 for injury or death of any person or damage to property caused by or arising out of the acts or omissions of the grantee, its agents, servants, officers, or employees in the performance of activities allowed under any right-of-way use authorization or permit granted under this chapter, and any rights granted hereunder. Inspection or acceptance by the City of any work performed by a grantee during or at the time of completion of construction shall not be grounds for avoidance by the grantee of any of its obligations under this indemnity. Such indemnification obligation shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. Such indemnity agreement is required until the utility, telecommunications, or other facilities or any other appurtenances are removed from the public right-of-way, or, until the City furnishes a written release of the requirement to the public utility or telecommunications carrier. The undersigned, its successors and assigns agrees to comply with further provisions, conditions, requirements, and regulations related to hold harmless/indemnity as provided in WMC 12.30.170.

The undersigned, its successors and assigns, agrees if granted the above permit, to comply with the provisions, conditions, requirements, and regulations and contained in **Chapter 12.30 WMC** as currently written and as may be amended from time to time by the Woodinville City Council, including but not limited to the correction and discontinuance of unsafe, nonconforming, or unauthorized conditions as provided in **WMC 12.30.190**, displacement for public use as provided in **WMC 12.30.200**, and security fund as provided in **WMC 12.30.150**. Applicant will respect and protect all property contracts, persons and rights that might be affected by it.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE STATEMENTS AND INFORMATION PROVIDED HEREIN ARE TRUE AND ACCURATE TO THE BEST OF THEIR KNOWLEDGE AND THAT THEY ARE AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT. SIGNED AT _____, WASHINGTON, ON THE DATE BELOW.

Signature of Applicant

Date