



CECIL COUNTY GOVERNMENT

Department of Public Works
Roads Division

200 Chesapeake Boulevard, Suite 2400, Elkton, MD 21921

Permit No: XXXX

Date: May 2, 2022

PERMISSION IS HEREBY GIVEN TO

COMPANY ("Permittee"): In as much as Cecil County Department of Public Works has the right and power to grant same permission to perform work at **INSERT AREA** (the "Permitted Area"). **Insert description of work;** and such work will be subject to the terms and conditions set forth herein, as well as pertinent provisions of Cecil County Code and law of the State of Maryland.

1. **Contractor performing work must have permit on site.**
2. This permit constitutes approval for the duration of the above-mentioned project for County Roads right-of-way and perpetual right-of-maintenance. All work and material shall conform to Cecil County Roads Specifications and Details and to "Guidelines for Buried Utilities." Permittee will provide final plats to Cecil County DPW and shall maintain all new infrastructures.
3. Conditions of Use:
 - a. Permittee's use of the Permitted Area shall be limited to the right to install, construct, inspect, maintain, operate, use, replace, remove, and repair a water main, service stubs, fire hydrants and related appurtenances, (the "Facilities), together with the right of ingress and egress across the County's roadway for the purpose of access to and from the Facilities.
 - b. Initial construction of the Facilities shall not commence prior to issuance of this permit by the County.
 - c. Except for maintenance and repairs and utilization of the Facilities, no changes to or alterations of the Facilities shall be permitted without the prior written approval of applicable plans and specifications by the County.
 - d. The work of construction, repair and maintenance shall be done and completed in a good and professional manner at the sole expense of the Permittee and shall be performed in such a manner as in no way to interfere with or endanger the use of the road area. In all cases, the Permittee shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits that may be required for any construction, repair, or maintenance activity. Any leaks or breaks that could damage the integrity of the road, easement or other utility infrastructure must be

repaired immediately. All repairs as referenced herein shall be at the sole and exclusive expense of the Permittee.

- e. No trees or plantings shall be removed from the Permitted Area or otherwise disturbed without the prior written approval of the County, not to be unreasonably withheld.
 - f. Following the installation of the Facilities and final grading of the Permitted Area (or as soon thereafter as weather reasonably permits), the Permittee will promptly restore the Permitted Area to the previously existing condition or a condition that is mutually satisfactory to the County and the Permittee.
 - g. Following the installation of the Facilities and final grading of the Permitted Area, no grade change to the Permitted Area shall be made by the Permittee without the prior written approval of the County.
 - h. The County reserves the right of reasonable use and occupation of the Permitted Area, provided that such use and occupancy shall not interfere with or disturb the installation, operation, maintenance, repair, replacement and/or modification of the Facilities, and further provided that, in the event that the County requires the use and occupation of the Permitted Area in such a manner that is incompatible with the Permittee's then existing placement of the Facilities therein, upon written notice from the County to Permittee, the County and the Permittee shall cooperate in the timely determination of where and when to relocate the Facilities so that both the County's use and occupation of the Permitted Area and the Permittee's ability to meet its obligations for the provision of utility service to those served by its Facilities are preserved. Relocation as set forth herein shall be at the sole and exclusive expense of the Permittee.
4. This Permit shall continue for so long as the Facilities are in use, and in the event and to the extent that the Facilities shall be removed or abandoned, then this Permit shall terminate, and the Permittee will execute and deliver to the County such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.
5. Except for emergencies, routine maintenance and repairs, and normal utilization of the Facilities, the Permittee shall give the County at least thirty (30) days written notice before entering upon the Permitted Area for construction purposes or for the purpose of performing alteration other than maintenance or removal of the Facilities. If the Permittee enters upon the Permitted Area and performs significant alteration to or removal of the Facilities, then the Permittee will promptly restore the Permitted Area to the previously existing condition or a condition that is mutually satisfactory to the County and the Permittee.
6. In the event the Permittee defaults in the performance of any term or condition of this Permit and fails to remedy such default within thirty (30) days after written notice from the County, the County shall have the right, at its sole option, to declare this Permit void and terminate the same. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Permittee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Permittee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. If a default is not timely resolved in accordance with this paragraph, then the County, without further notice, may enter upon the Permitted Area, remove the Facility, and restore the Utility Easement Area to the previously existing condition, and charge the cost of such removal and restoration upon the Grantee.

7. Upon the termination of this Permit for any cause, the Permittee shall remove the Facilities and all appurtenances and shall promptly restore the Permitted Area to the previously existing condition or to a condition that is mutually satisfactory to the County and the Permittee.
8. The Permittee shall be liable to and agrees to indemnify, defend and hold harmless the County, and its elected and appointed officials, officers, attorneys, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the County or its elected and appointed officials, officers, attorneys, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Permittee or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Permit, regardless of the cause of the injury or damage, except to the extent caused by the gross negligence or misconduct of the County, its officers, officials, agents, or employees. In addition, the Permittee agrees to hold harmless the County, and its elected and appointed officials, officers, attorneys, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the County, and its elected and appointed officials, officers, attorneys, agents, and employees, by reason of structural failure of the Facilities within the roadbed or the Permitted Area.
9. Backfill in accordance with Cecil County Road Code and Specifications and with excavated material, or selected material if the excavated material is not satisfactory, shall be restored to the original condition and cross section and monitored to insure standards and public safety. Disturbed areas shall be returned to equal or better condition to the satisfaction of the Cecil County Roads Division, in accordance with Cecil County Roads Specifications.
10. The County and the Permittee shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
11. Permittee is responsible for compliance with regulations and requirements of Maryland Public Service Commission, National Electric Safety Code, and Cecil County Planning & Zoning Boards.
12. Drainage shall be perpetuated as existing. Permittee shall exercise due caution when working with new and/or existing structures. Should damage occur, permittee shall repair promptly, in kind, to the satisfaction of Cecil County Roads Division.
13. **Traffic shall be protected and always maintained in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways, Part IV, 2009 edition or current edition.** One lane of traffic must be always maintained. If closure is required detour plans must be submitted for County approval. Flag persons, lights, signs, barricades, etc. shall be utilized as required.
14. **The Cecil County Roads Division shall be notified 24 hours prior to the start of work and when the work is completed.**
15. **This permit is valid for sixty (60) days from date of final permit; if job extends past that time, please contact Cecil County Roads Division for extension.**
16. All work is subject to Cecil County Roads Division's periodic inspection and final approval.

17. If any term or provision of this Permit is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Permit and the same shall continue to be effective to the fullest extent permitted by law.
18. This Permit shall inure to the benefit of the Permittee and shall be binding upon the County, and their respective successors and assigns. No persons other than the parties and their permitted successors and assigns shall be deemed to have any interest under this Permit.
19. Miscellaneous:
 - a. This instrument contains this entire Permit among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing signed by both parties.
 - b. This Permit shall be governed by the laws of the State of Maryland without regard to the principles of conflict of law. The parties irrevocably consent to the non-exclusive jurisdictions of the Courts of the State of Maryland.
 - c. Both parties to this Permit shall have the obligation to take reasonable steps to mitigate their damages caused by any default under this instrument.
 - d. In the event of litigation by any of the parties to enforce the terms of this Permit, the prevailing party in the action shall be entitled to attorneys' fees, court costs witness fees and all expenses of suit.
 - e. Unless the context otherwise requires, whenever used in this Permit, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice-versa.
 - f. Time shall be considered of the essence in this instrument.

In Witness Whereof, the parties have caused this Permit to be executed this _____ day of

_____, 20__.

Accepted _____

By:
Title

Approved _____

John Fabian, P.E, Chief
Cecil County Roads Division