

RIGHT-OF-WAY PERMIT APPLICATION

Town of Dayton

721 Walnut St
PO Box 567
Dayton, IN 47941
Phone: 765-296-2533

Dayton.IN.Gov



Application # A_____

Forms can be submitted to:
Utilities@Dayton.IN.Gov

Our office has up to ten (10) working days to review and approve / deny this permit application. A drawing showing location of excavation must be submitted and any Right-of-Way work which requires a road, sidewalk, alley, or trail closure requires submission of a maintenance of traffic plan. Excavation must be completed (permanent patch) ten(10) working days after the start of excavation. Applicant must notify the Dayton Town Manager, or other designee of the Town Council, at least two working days in advance of commencement of work. Refer to Town of Dayton [Ordinances 2025-4](#) and the Dayton [RIGHT OF WAY PERMIT PROCESS](#) for information regarding work in the town's Right-of-Way.

Applicant / Owner:

Name: _____

Phone: _____

Address: _____

Email: _____

Contractor:

Name: _____

Phone: _____

Address: _____

Email: _____

Start Date: _____ Completion Date: _____ Number of ROW Holes / Cuts: _____

Description of Work: _____

Address / Description of Location	Lot # (if applicable)	Subdivision (if applicable)
Nearest Cross Street		
Type of Excavation	____ Cut ____ Bore ____ Trench ____ Other _____	
Location of Work	____ Street ____ Alley ____ Sidewalk ____ Grass / Soft Surface	
Traffic Controls	Requested number of traffic lanes to be closed. Include Maintenance of Traffic (MOT) plan. _____	
Sidewalk	____ New ____ Replace ____ Tree roots will be disturbed	
Drive Approach	____ New ____ Replace ____ Widen	

I certify that I am the owner, or legal agent of the owner, of the real estate subject to this application or I have been authorized by the owner, or legal agent of the owner, to submit this application.

Owner / Authorized Agent Signature

Date

Owner / Authorized Agent Name (Print)

PERMIT NUMBER P _____

Sketch Area

FOR OFFICE USE ONLY

PERMIT NUMBER

P

Date Received: _____

Total Fee Received: \$_____ Paid at issue? _____
Bill to Utility? _____ (with prior approval only)

Certificate of Liability Insurance received? _____

Certificate of Bond received? _____

Permit Approved By: _____ Date: _____

RIGHT-OF-WAY PERMIT TERMS AND CONDITIONS

1. Permit Application Fee.

In addition to complying with any other requirements contained in this Permit Application or by law, Owner acknowledges that this Permit Application is not complete and shall not be reviewed, denied, or approved, until Owner has paid to the Town the amount of \$50.00 as a permit/license fee for each Right-of-Way cut/hole.

2. Conformance with Requirements.

The Owner agrees that, in performing any work described in this Permit Application, either individually or through its owners, agents, employees, contractors, or subcontractors, said work shall conform to any requirements or specifications imposed by law or to any requirements or specifications imposed by the Town, through its Town Manager or other appointee of the Town Council, at the Town's absolute discretion which may be amended from time to time with or without notice to Owner or Owner's owners, agents, employees, contractors, or subcontractors.

3. Absolute Discretion of the Town.

The Owner acknowledges and agrees that the Town has absolute and unfettered discretion to approve or deny this Permit Application and may require the Owner, as a condition to approval, to modify this Permit Application, to engage an alternative Contractor, to supply additional information and/or supplement this Permit Application, and revise the proposed work contemplated in this Permit Application.

4. Consideration.

The Owner acknowledges and agrees that the Town's incurring of administrative costs for the receipt and review of this Permit Application and, if applicable, the risk incurred by the Town in the event this Permit Application is approved constitutes good and valuable consideration for the fee described above in Paragraph 1 and Owner's obligations hereunder.

5. Insurance.

Owner and/or any Contractor performing the work described in this Permit Application shall demonstrate to the Town that they hold insurance in amounts not less than described below:

- ◆ Commercial General Liability (including liability and property coverage): \$1,000,000.00
- ◆ Worker's Compensation: Statutory limit

6. Indemnification.

Owner agrees to indemnify, defend, and hold harmless the Town and its officers, agents, officials, and employees from and against any and all third party claims, actions, cause of action, judgments and liens, to the extent they arise out of the negligent or wrongful acts or omissions or breach of any provision this Permit Application by Owner or any of its officers, agents, employees, contractors, or subcontractors.

7. Mechanic's Lien.

Owner acknowledges and agrees that neither it nor its officers, agents, employees, contractors, or subcontractors have the right to file for a mechanic's lien or any other kind of lien in relation to any work performed pursuant to this Permit Application. Owner agrees to give actual notice to any of its officers, agents, employees, contractors, subcontractors, or suppliers of goods, labor, or services, that such liens are invalid. Owner further agrees to take the additional steps necessary to ensure that any real property impacted by any work performed pursuant to this Permit Application remains free and clear of all liens that may result therefrom.

8. Compliance with Applicable Law.

Owner agrees to conform with any applicable federal, state, or local law and to ensure that any of its officers, agents, employees, contractors, or subcontractors do the same while performing any work pursuant to this Permit Application.

9. Amendments.

Any revision or modification to this Permit Application shall be made by written amendment signed by both the Town and the Owner.

10. Severability.

If any provision of this Permit Application is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.

11. Waiver.

The Town's delay or inaction in pursuing its remedies set forth in this Permit Application, or available by law, shall not operate as a waiver of the Town's rights or remedies.

12. Applicable Law.

This Permit Application shall be governed by and construed in accordance with the laws of the State of Indiana.

13. Prevailing Party – Attorney Fees.

Notwithstanding any term or condition in this Permit Application to the contrary, in the event litigation is commenced to enforce any term or condition of this Permit Application, the prevailing party shall be entitled to costs and expenses of the litigation including a reasonable attorney fee.

14. Venue.

The Owner expressly consents to the personal jurisdiction of the state and federal courts located in Tippecanoe County, Indiana for any lawsuit arising from or related to this Permit Application.

15. Interpretation of this Permit Application.

In the case of a disagreement over the meaning of terms, no presumption that one party drafted this Permit Application and that it should be interpreted against the interests of such party. Rather, this Permit Application shall be construed according to its fair meaning and as having been drafted jointly by the Town and the Owner.