

VILLAGE OF JOHNSON CITY, NEW YORK

Fire Hydrant Permit

To Be Completed By Permittee

Applicant/Contractor Name _____

Contact Name _____

Telephone Number _____

Billing Address _____

City, State, Zip _____

Project Name/Location _____

Permitted Signature _____ Date _____

I certify that I have read, understood and agree to all conditions of this permit. The information I have provided on this permit is true and correct.

To Be Completed By Village

Application/Administration Fee \$ 25.00

Equipment Maintenance Fee
(\$15 for water meter, \$20 for backflow device) \$ _____

Backflow Device Testing Fee \$ _____

Initial Water Usage Fee (min. \$30) \$ _____

Rental Fees for Village Equipment

Meter (1 mo. Min. rental) \$50/mo X _____ (# months) \$ _____

Backflow Device (1 mo. Min. rental) \$50/mo X _____ (# months) \$ _____

Deposits for City Equipment

Meter (\$1000) \$ _____

Backflow Device (\$500) \$ _____

Hydrant Wrench (\$25) \$ _____

Assembly Stand (\$200) \$ _____

Deposit Total \$ _____

Total Charges at time of Application \$ _____

Permit Number _____ Receipt No. _____ Issued By _____

Issue Date _____ Expiration Date _____

Village Equipment Information at Issuance

Hydrant Locations/Restrictions _____

Wrench No. _____ Wrench Condition _____

Stand No. _____ Stand Condition _____

Backflow No. _____ Backflow Condition _____

Meter No. _____ Meter Condition _____

Initial Reading _____

Backflow Device Testing

Tested By _____ Date _____ Pass _____ Fail _____

(Attach Backflow Prevention Assembly Test Report to original permit)

Village Equipment Information at Return

Wrench Condition _____ Stand Condition _____

Backflow Condition _____ Meter condition _____

Final Reading _____ Return Date _____

VILLAGE OF JOHNSON CITY, N.Y.
FIRE HYDRANT PERMIT CONDITIONS

1. **ACCEPTANCE OF THE PROVISIONS:** It is understood and agreed to by the Permittee that all conditions have been read and understood. In consideration of the issuance of the permit, the Permittee agrees to comply with all permit conditions, regulations and Local Laws of the Village of Johnson City.
2. **KEEP PERMIT COPY ON JOB SITE:** The permit or copy shall be kept at the job site and upon request must be shown to any representative of the Village.
3. **PERMIT EXPIRATION:** This permit is valid only for the time shown on permit from the date of issuance and in no event shall exceed six (6) months. In order to continue to obtain water through a fire hydrant, the Permittee must bring the meter/back flow unit for inspection and an intermediate meter reading and apply for reissuance of the permit.
4. **PUBLIC CONVENIENCE:** The Permittee shall so conduct its operation as to offer the least possible obstruction and inconvenience of the public.
5. **PROTECTION OF PERSONS AND PROPERTY:** The Permittee shall be solely and completely responsible for the safety of all persons and property surrounding the hydrant and work area.
 - (a) The Permittee shall take all precautions necessary to prevent damage to public or private facilities including, but not limited to above ground and underground utilities, trees, shrubbery, fences, signs, mailboxes, survey markers and monuments, buildings, structures, gravel surfacing, roadways, curbs, gutters, parking lots, private drives, Village property, and any other improvements or facilities within or adjacent to the hydrant and work area. If such improvements or property are damaged by the Permittee's operation, they shall be repaired or replaced at the Permittee's expense, to a condition at least as good as the condition they were in, prior to the start of the Permittee's operations. In addition, the Permittee shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one (1) year after acceptance of such repaired or replaced facilities.
 - (b) The Permittee shall adopt all practical means to minimize traffic interference and public inconvenience, discomfort or damage. The Permittee shall protect against damage to all pipes, conduits, or other structures crossing the trenching or encountered during the work and shall be responsible for any damage to all pipes or structures, or damage to property resulting therefrom. The Permittee shall replace or repair any such structures or property without delay.
 - (c) The Permittee is cautioned that Permittee must repair or replace all improvements in Village rights-of-way and within public streets to a condition equal to or better than what existed prior to Permittee's work.
6. **VILLAGE REPAIR OF FACILITIES:** In the event that the Permittee refuses or neglects to make good any loss or damage for which it is responsible under this permit, the Village may itself, or through the employment of others, make good any loss damage; the cost and expense of doing so, including any reasonable engineering, legal or consultant fees, and any costs for administrative and managerial services, shall be charged to the Permittee.
7. **HYDRANT/VALVE OPERATION AND ATTACHMENTS:** The Permittee agrees to operate the hydrant main valve and other valves used to control the flow of water with a pentagon spanner-type fire hydrant wrench only. Use of pipe wrenches or other devices which damage or deform the bronze operating nut are strictly prohibited. All hydrant outlet caps shall be replaced when the hydrant is not in use. Permanent attachments to fire hydrants are not permitted. Fire safety dictates that attachments to hydrants shall be removed at the end of each work day.
8. **RESTRICTION ON USE:** The Permittee covenants and agrees that the Village reserves the right to and may, with or without notice, temporarily or permanently, limit, suspend or terminate provision of water during declared water emergencies or, for any reason, in the discretion of the Director of Public Services, without becoming subject to any liabilities or damages to the Permittee and the Permittee specifically agrees to release and hold the Village harmless from the same.
9. **VILLAGE EQUIPMENT DEPOSIT AND WATER BILLING:**
 - (a) The Permittee shall pay the Village, in advance, the estimated cost of installing and removing all facilities necessary to furnish water service. A deposit shall be required for the hydrant meter (and all other Village equipment, as appropriate) at the time the permit is obtained. The deposit amount shall be set by the Director of Public Services to be equal to the approximate cost of replacement of the equipment, including administrative costs. The Permittee will be billed a monthly charge for rental of Village equipment in the amount specified by the Village.
 - (b) The Permittee shall deposit an amount sufficient to cover bills for water service during the entire period of such temporary service to be provided. Should the deposit be depleted the Permittee shall promptly submit a replenishment amount requested by the Village to ensure uninterrupted service.
 - (c) Deposits shall be refunded upon return of the equipment to Village offices, less appropriate deductions for water used over the initial water usage fee and for items or elements lost, damaged, stolen or otherwise rendered unusable as determined by the Village. The Permittee will be responsible for charges in excess of the dollar amount for water usage and missing or damaged parts and repair or replacement of Village equipment.
10. **PERMIT ENFORCEMENT/PENALTY:** The hydrant meter and backflow device and related equipment shall be used in the proper configuration at all times when obtaining water from any fire hydrant within the Village. Failure to comply with any of the permit conditions, regulations or Local Law shall subject the Permittee, upon conviction, to a penalty or fine of up to two hundred fifty dollars (\$250.00) or to a term of imprisonment of not more than fifteen (15) days, or both. Each day or part of a day the Permittee is in violation shall be considered a separate.
11. **INDEMNITY AND LITIGATION COST:**
 - (a) The Permittee hereby agrees to protect, hold harmless, defend and indemnify the Village, each of its officers, employees and agents from any and all liability, penalties, costs, losses, damage, expenses, causes of action, claims or judgements, including attorney's fees, which arise out of or are in any way connected with the Permittee's, Contractor's or Subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability.
 - (b) In any and all claims against the Village, and each its officers, employees and agents, by any employee of the Permittee, contractor, subcontractor, or anyone directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation statutes, disability benefit statutes, or other employee benefit statutes.
 - (c) The Permittee covenants and agrees that they will indemnify and hold the Village harmless against any and all claims for damages arising out of or by reason of furnishing water services to the Permittee.