

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**Policy and Procedure Manual**

**POLICY TITLE:** Encroachment Permits  
**POLICY NUMBER:** 3070  
**ADOPTED:** December 20, 2005  
**AMENDED:**

**3070.10** Whenever a property owner desires to install or construct physical improvements - landscaping, fencing, retaining walls, culverts, bridges and/or other structures or improvements - on, above or below the surface of any portion of their land which is encumbered by a district facility or dedicated easement or right of way, they shall, prior to commencement of said installation or construction, apply for and receive an Encroachment Permit from the General Manager, or his/her designated representative.

**3070.11** Plans for said structures or improvements may be required by the General Manager to ensure that the resulting installation adequately accommodates existing District facilities.

**3070.12** An Encroachment Permit fee in the amount shown in the Miscellaneous Fee Schedule of Board Policy together with actual county recording costs, shall be charged to cover district administrative and inspection costs, and the cost to record the Encroachment Permit with the County Recorder.

**3070.13** The District Encroachment Permit standards and conditions are listed on the Encroachment Permit application and permit.

**3070.14** The form of the Encroachment Permit shall be as designated by the General Manager, conforming generally as follows:

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**ENCROACHMENT PERMIT APPLICATION**

**This is an application ONLY. No work shall begin until a District permit has been issued.**

Date Submitted: \_\_\_\_\_

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the District right-of-way by performing the following work (attach additional sheets or drawings if necessary):

The work site must be located in the field with conspicuous stakes, flags and/or paint readily visible from the District's right-of-way. If marking is not visible, a permit will not be issued.

The work is located at \_\_\_\_\_ approximately \_\_\_\_\_ feet  
(Street Address)

N S E W of the \_\_\_\_\_  
(Circle One) (Description such as existing garage, alley, house, etc.)

Assessor's Parcel Number: \_\_\_\_\_

Detailed plans should be submitted if available or if requested by the Operations Manager or his/her representative.

No warranty is made or implied through issuance of an encroachment permit with regard to ownership of the underlying fee title to the real property involved. Permittee is advised to determine ownership of real property involved and obtain written permission from the owner to enter onto and occupy said real property.

Please Note: The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth therein and, upon affixing said signature, does agree to conform with these provisions and requirements.

_____ (Contractor Name – Please Print)	_____ (Owner Name – Please Print)
_____ (Contractor Signature)	_____ (Owner Signature)
_____ (Contractor Address)	_____ (Owner Address)
_____ (Contractor Telephone)	_____ (Owner Telephone)

## General Provisions

1. **Definition:** Permits are issued pursuant to this policy. The term *encroachment* is defined as the installation of an obstruction on a District easement, roadway or property.
2. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the commencement of any work under a permit shall constitute acceptance of the provisions.
3. **Prior Right:** It is understood and agreed that the District has a prior right to use of its rights-of-way.
4. **Notice Prior to Starting Work:** Before starting work for which an inspector is required, or whenever stated on the fact of a permit, the Permittee shall notify the Operations Manager, or other designated employee of the District at least three (3) days in advance of the date work is to begin.
5. **Permission from Property Owners:** Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. **Keep Permit on Site:** The permit shall be kept at the site of the work.
7. **Protection of Traffic:** The Permittee shall cause to be placed, erected and maintained all warning signals, lights, barricades, signs and other devices or measures essential to safeguard travel by the general public over and at the work authorized.
8. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. **Clean Up Right-of-Way:** The Permittee shall, at all times, during the progress of the work, keep the District owned roadway in as neat and clean a condition as is possible and upon completion of the work granted, shall leave the road in a thoroughly neat, clean and usable condition.
10. **Storage of Material:** No material shall be stored within eight (8) feet of the edge of pavement or traveled way.
11. **Standards of Construction:** All work shall conform to recognized standards of construction and the District Standard Specifications and details, if applicable.
12. **Borrow and Waste:** Only such borrow and waste will be permitted and within the limits as set forth of the face of the permit.
13. **Supervision:** All the work shall be done subject to the supervision and satisfaction of the District.
14. **Future Moving of Installation:** It is understood by Permittee that whenever construction, reconstruction or maintenance work on the road or utilities may require, the installation provided for herein shall, upon request of the Operations Manager, be immediately moved by, and at the sole expense of, the Permittee.
15. **Liability for Damages:** The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on a Permittee's part

to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the District, or any department, officer or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision in its contract with any contractor to perform the work permitted, which indemnification and hold harmless shall include not only the Permittee, but also the District, any department, officer or employee thereof.

16. Making Repairs: If the District so elects, repairs to the road or utilities which have been disturbed shall be made by its employees and the expenses shall be borne by the Permittee. All payments to laborers, inspectors, etc. employed by the District for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the Operations Manager. The District may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

17. Care of Drainage: If the work contemplated shall interfere with the established drainage, ample provision shall be made by Permittee to provide for it as may be directed by the Public Works Superintendent.

18. Maintenance: The Permittee agrees to exercise reasonable care to maintain properly the encroachment and to exercise reasonable care in inspecting for and immediately notifying the District of any injury to any portion of the road or utilities which occurs as a result of the maintenance of the work done under this permit, including any and all injury to the road or utilities which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment. No assignment of maintenance responsibility may be made without approval of the District.

19. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted. Service pipes will not be permitted inside of culverts used as drainage structures.

20. Depth of Pipes: There shall be a minimum of 36 inches of cover over all pipes or conduits crossing a District roadway.

21. Backfilling: All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with Section 14 of the State Standard Specifications.

22. Restoration: All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery and/or other permanent facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.

23. Completion: Immediately following completion of construction permitted herein, Permittee shall fill out and mail in "Notice of Completion Card" provided by the District.

24. Responsible: The District will not be held responsible for any damage to any underground or other facilities or structures that have been caused during the course of the District's normal maintenance procedures or by failure of District utilities within the easement or roadway area subject to this encroachment permit.