



Print Form

Reset Form

Whereas, I (We) Village of Niles

(Name of Applicant)

(Application Serial Number)

1000 Civic Center Drive

Niles

IL 60714

(Mailing Address)

(City)

(State)

(Zip Code)

hereinafter termed the Applicant, request permission and authority to install license plate readers ("Readers") herein described on the right-of-way of the State Highway known as see below Route see below,

Section _____, Structure Info _____

Cook _____ County. The work is described in detail on the attached plan or sketch and/or as follows:

State Highway known as: _____

Per approved plans.

Emergency Contact Info:

Name	E-mail	Phone
<u>Michael Boba</u>	<u>mdb@vniles.com</u>	<u>(847) 588-6582</u>
Address	City	State Zip Code
<u>1000 Civic Center Drive</u>	<u>Niles</u>	<u>IL</u> <u>60714</u>

All work authorized by this permit shall be completed _____ after the date this permit is approved, otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the following pages of this form.

This permit is hereby accepted and its provisions agreed to this _____ day of _____, _____.

Witness Signature	Date	Applicant Signature	Date		
<u></u>	<u></u>	<u></u>	<u></u>		
Address	Address				
<u>Cowan Electric - P.O. Box 5066</u>	<u></u>				
City	State	Zip Code	City	State	Zip Code
<u>Elgin</u>	<u>IL</u>	<u>60120</u>	<u></u>	<u></u>	<u></u>

Sign and Return to: Regional Engineer _____

Regional Engineer Signature Date

Approved by Department of Transportation:

First: The Applicant represents and warrants that it is the party in interest respecting this permit and that it is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

Second: The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revision or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer. The Applicant agrees to complete all work to the standards and specifications identified by the Regional Engineer or his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material to restore portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

Third: Traffic control is to be utilized when installing License Plate Readers. The attached Highway Standards shall be utilized. The attached OPER 2410 Form shall be submitted at least 21 days in advance of any required lane closure. The Applicant shall also fill out and submit the BSPE 725 form for the proposed traffic control. Both items shall be submitted via e-mail to _____ for approval and processing by the District.

Fourth: An additional Traffic Control permit shall be required each time a lane closure is required for maintenance or repair of any one of the License Plate Readers along with a new OPER 2410 form and a new BSPE 725 form. These future permits shall be obtained from the appropriate District office.

Fifth: The Applicant shall engage only in the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments, and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

Sixth: The Department is not responsible for any damage costs to the License Plate Readers or times when the License Plate Readers cannot be operated due to the Department's normal maintenance or repair activities. Components of the Reader system shall be clear of any walkways or other areas required for structural maintenance operations. Should the License Plate Readers or conduits need to be adjusted, removed or relocated due to the Department's construction, maintenance or repair activities, the costs of said adjustment, removal or relocation will be the Applicant's responsibility. The Department does not warrant nor guarantee the validity of this permit on any new or replacement structure.

Seventh: This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes, including the Biometric Information Privacy Act, local regulations, or future statutes or regulations.

Eighth: A contractor currently prequalified by the Department in electrical work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. The Department may require the use of one of its electrical maintenance contractors to perform said work in order to avoid conflicts with maintenance of existing Department structures.

Ninth: The Applicant or their contractor at their expense will be responsible for determining the location of and protecting any State owned facilities, including buried facilities, and will be responsible for the cost of repair or replacement of any such facilities damaged as a result of the work covered herein. The Applicant may contact _____ for location information of State-owned facilities. The Applicant shall assume all responsibility for interference with all other existing utilities in, along or upon said right of way. Any damage to IDOT property or appurtenances shall be repaired by the Applicant or their contractor in a manner meeting the Department's approval.

Tenth: License Plate Readers must utilize a separate electrical meter for their energy charges unless specifically authorized by the Department in which case the Department makes no guarantees on the continuity and maintenance of the electric service. The License Plate Readers must use separate electrical cabling and either dedicated communication lines or cellular modems to collect data from the License Plate Readers so as to not use or involve any Department communications infrastructure whatsoever.

Eleventh: Separate conduits for any wiring must be installed outside of the IDOT conduits. The Applicant or their contractor shall provide specific mounting details to the Department for review, comment, and approval prior to any installation of conduit or mounting brackets on the Department structure. All mounting hardware or brackets shall be either stainless steel or other material which will not harm or impede aesthetics. The additional surface area of installed Readers and mounting hardware shall not create a total surface area attached to the structure that exceeds the allowed maximum. The Department reserves the right to perform or require a structural analysis of the proposed attachment of the License Plate Reader system prior to execution of this permit. ABSOLUTELY NO DRILLING, TAPPING, OR PUNCTURING SHALL BE PERMITTED ON ANY STRUCTURE.

Twelfth: The Applicant shall be responsible for repair, removal or replacement of any and all License Plate Reader equipment damaged by any cause whatsoever, and any associated costs. The Department will not provide any compensation for repair, removal or replacement.

Thirteenth: The Applicant shall be responsible to make recovery for damage to any part of the installation from the third party causing the damage.

Fourteenth: The Applicant agrees to respond to emergency calls to repair License Plate Reader equipment and/or associated hardware from authorized parties twenty-four (24) hours per day including Saturdays, Sundays, and holidays.

Fifteenth: The Applicant shall provide the Department the name, address, and telephone number of at least one person who will be available for emergency repair to the License Plate Reader system and shall keep the Department informed on any changes of same.

Sixteenth: The Applicant or their designee bears sole responsibility for all aspects of installation, operations, maintenance, data, and compliance with existing and future laws, including the Biometric Information Privacy Act, associated with the License Plate Readers.

Seventeenth: All documents, data, and records associated with the Applicant's use of the License Plate Readers, without limitation and whether preliminary or final, are the property and responsibility of the Applicant. The Department shall have no responsibility with respect to production or communication of data produced by the License Plate Readers. License Plate Reader installations shall utilize separate microwave or other wireless communication methods. Data collection and/or transfer shall not use IDOT communications infrastructure, including fiber optic cable. IDOT shall not host or move data for other entities, nor record data for storage or later transmission.

Eighteenth: The Applicant acknowledges and agrees that the Applicant will be individually responsible for the obligations of a public body required under the Illinois Freedom of Information Act, 5 ILCS 140 et seq. ("FOIA") for FOIA requests seeking the electronically stored, or otherwise recorded, video, film or other visual memorialization(s) and data created under this permit that constitute a public record, as defined in section 2 of the FOIA statute. Accordingly, the Applicant agrees that IDOT will refer any individuals who submit to IDOT such FOIA requests to the Applicant's Freedom of Information Officer, and that the Applicant will receive and respond to all such requests, and search for, obtain, review for FOIA exempt information, and otherwise entirely handle any of the above-described responsive public records.

Nineteenth: The Department shall give notice to Applicant of any planned actions or activities which impact the License Plate Readers. The Applicant shall be required to remove any and all License Plate Reader equipment impacted by the Department's planned actions or activities, and as required or requested by the Department. However, the Department will neither compensate nor guarantee alternatives under any circumstances. Applicant's failure to remove equipment within thirty (30) days shall constitute permission to the Department to remove the License Plate Reader equipment, at the Applicant's cost.

Twentieth: Following completion of any work, all waste materials shall be removed from the highway right of way. Any damage to State property shall be the responsibility of the Applicant. Any areas disturbed by equipment or workers shall be repaired and returned to its original condition.

Twenty-first: The Department reserves all rights and authority to revoke this permit at any time for any cause.

Other Applicable Requirements