



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Jamey Tesler, Secretary of Transportation & CEO  
Jonathan L. Gulliver, Highway Administrator



5-2022-0374

## PERMIT - CHILMARK

Subject to all terms, conditions, and restrictions printed or written below, permission is hereby granted to **CHILMARK ROAD RACE**, Hugh Weisman, P.O. Box 22, Chilmark, MA 02535, to enter upon State Highway in the Town of **CHILMARK** on State Road for the purpose of conducting the Annual Chilmark Road Race on Saturday, August 13, 2022, from 8:00 a.m. to approximately 1:00 p.m.

The race will be held on Middle Road (Town Road) and eventually proceed to the finish line at the Chilmark Town Hall, near the intersection of State Road and Menemsha Road. This Permit is being issued to address the vehicle/pedestrian traffic on State Road that will be generated as a result of the event.

The following stipulations must be adhered to:

- No vehicles are to be parked within the State Highway Layout (SHLO).
- Police Details are required to handle the vehicle/pedestrian traffic.
- The Grantee(s) is responsible for notifying all local emergency response groups (police, fire, town, etc.) of the event. This shall include any adjacent municipalities that may require emergency response vehicles to travel through the location of this event.
- All participants in the road race and spectators shall follow the rules of the road and no part of the roadway shall be blocked or detoured by said participants and spectators.
- The participants in the road race and spectators should be advised that the pavement markings may be very slippery when the roadway is wet.
- Any areas disturbed within the SHLO shall be repaired or replaced, and any grassy areas must be regraded, loamed, and seeded to the Engineer's satisfaction.
- All debris and litter remaining from the proposed race shall be removed by the Grantee and the area left clean.

## States of Emergencies and Executive Orders

**In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.**

Detailed Information on States of Emergencies and Executive Orders can be found on the Mass.GOV website. <https://www.mass.gov/service-details/state-of-emergency-infomation> and <https://www.mass.gov/massachusetts-executive-orders>

### CLOSING CONDITIONS

**ALL OF SAID WORK SHALL COMPLY WITH THE TERMS AND CONDITIONS HEREIN, AND MUST BE DONE AS DIRECTED BY AND TO THE SATISFACTION OF THE ENGINEER.**

All work done under this contract shall be in conformance with the Massachusetts Highway Department "Standard Specifications for Highways and Bridges" 2022 Edition and any subsequent "Supplemental Specifications". All construction shall conform to the June 2017 edition of the Massachusetts Department of Transportation, Highway Division "Construction Standard Details (English Edition)"; the latest Manual on Uniform Traffic Control Devices with Massachusetts Amendments; the latest edition to the following: the 1996 Construction and Traffic Standard Details (as related to Traffic Standard details only); the 1990 Standard Drawings for Traffic Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions. These publications can be access from the SHAPS dashboard of from the following link: <https://www.mass.gov/lists/miscellaneous-publications#miscellaneous-publications->

The Grantee(s) shall indemnify and save harmless the Commonwealth and MassDOT, Highway Division, against all suits, claims or liability of every name and nature arising at the time out of or in consequence of the acts of the Grantee(s) in the performance of the work covered by this Permit and/or failure to comply with the terms and conditions of this Permit whether by themselves or their employees or subcontractors.

It is noted that the Grantee(s) will be responsible for future corrective actions resulting from defective work under the subject permit. Any damage to roadway and/or shoulder as a result of the permitted work is the Grantee's responsibility and shall be repaired at his/her expense.

**The Completion of Work Form shall be electronically uploaded, via the State Highway Access Permit System (SHAPS), when the event as described herein has been concluded in order for a final inspection to be performed by MassDOT, Highway Division.**

**A copy of this Permit must be on the job site at all times for inspection. Failure to have this Permit available at the site will result in suspension of the rights granted by the Permit.**

**"FOLLOWING CONDITIONS APPLY TO PERMITS"****Conditions Relating Particularly to Permits for the Laying of Pipes, Conduits, etc.**

After any pipes, conduits, drains or other underground structures are laid, or any excavation is made in the roadway, the trenches or openings shall be properly backfilled with suitable material, the backfilling shall be thoroughly tamped, and the surface of the road over said structures shall be left even with the adjoining ground. If the work is done in cold weather, no frozen material shall be used for backfilling.

Wherever the hardened surface of the roadway, gutters, or any part of the surface of the highway is disturbed it shall be replaced in as good condition as before it was disturbed, and if new materials are required, they shall correspond with those already in place on the road.

Where service pipes are to cross the highway, the connections shall be made without disturbing the hardened surface of the roadway, by driving the pipes under the roadway, or the service pipes shall be carried under and across the road in a larger pipe, unless otherwise ordered by the Director.

The Grantee shall maintain the surface of the roadway over said structures as long as MassDOT may deem necessary, until all signs of the trenches shall have been eliminated.

**Conditions Relating Particularly to Permits for the Erection of Poles, Wires, and Overhead Structures, and the Cutting and Trimming of Trees**

In the erection of pole lines, unless otherwise herein provided, no trees located within the limits of the State Highway shall be cut or trimmed. No guy wires shall be attached to trees without a special permit from MassDOT, and in no event shall they be so attached as to girdle the trees or in any way interfere with their growth. The wires shall be so protected at all time and places that they shall not interfere with or injure the trees either inside or outside the location of the highway.

Where the cutting or trimming of trees is authorized by this permit, only such cutting and trimming shall be done as may be designated by the Director.

In the construction or reconstruction of pole lines no guy wires shall be erected nearer to the surface of the ground than 6' (feet); provided, however, that the owners of such lines may maintain such guy wires at a lower elevation than 6' (feet) from the ground until such time as MassDOT shall notify them to remove said wires or to the elevation first stated.

In order to protect the trees through which any wires may pass, said wires shall be insulated and such other tree guards used as may be directed by the Director.

Where high tension wires are erected under this permit, they shall be so located that, under conditions of maximum severity as regards a coating of ice or snow, there shall be a space of at least 8' (feet) between such high-tension wires and other wires.

The Grantee shall, within sixty (60) days from the date of completion of the work, file in the office of MassDOT a plan showing the location of each pole erected in accordance with the permit, said plan to be of such size and in such form as MassDOT may direct.

### **General and Additional Conditions**

Whenever the word "MassDOT" is used herein it shall mean the Massachusetts Department of Transportation of the Commonwealth of Massachusetts.

Whenever the word "Director" is used herein it shall mean the District Highway Director or other authorized representative of MassDOT.

Whenever the word "Grantee" is used herein it shall mean the person or persons, corporation, or municipality to whom this permit is granted, or their legal representatives.

During the progress of the work all structures underground and above ground shall be properly protected from damage or injury; such barriers shall be erected and maintained as may be necessary for the protection of the traveling public; the same shall be properly lighted at night; and the Grantee shall be responsible for the damages to persons or property due to or resulting from any work done under this permit.

Except as herein authorized, no excavation shall be made, or obstacle placed within the limits of the State highways in such a manner as to interfere unnecessarily with the travel over said road.

If any grading of sidewalk work done under this permit interferes with the drainage of the State highway in any way, such catch basins and outlets shall be constructed as may be necessary, in the opinion of the Director, to take proper care of such drainage.

Wherever the hardened surface of the roadway is disturbed, and the Director may consider it necessary or advisable to do so, said surface will be restored by the employees of MassDOT, at such time as MassDOT may direct, and the expense thereof shall be borne by the Grantee, who shall purchase and deliver on the road the materials necessary for said work if and when directed by the Director. All payments to the supplier and to laborers, inspectors, etc., employed by MassDOT for or on account of the work herein contemplated shall be made by said Grantee forthwith on receipt of written orders, pay rolls, or vouchers approved by MassDOT.

**IF THE GRANTEE DOES ANY WORK CONTRARY TO THE ORDERS OF THE DIRECTOR, AND, AFTER DUE NOTICE, FAILS TO CORRECT SUCH WORK OR TO REMOVE STRUCTURES OR MATERIALS ORDERED TO BE REMOVED, OR FAILS TO COMPLETE WITHIN THE SPECIFIED TIME THE WORK AUTHORIZED BY TIDS PERMIT, MASSDOT MAY, WITH OR WITHOUT NOTICE, CORRECT OR COMPLETE SUCH WORK IN WHOLE OR IN PART, OR REMOVE SUCH STRUCTURES OR MATERIALS, AND THE GRANTEE SHALL REIMBURSE MASSDOT FOR ANY EXPENSE INCURRED IN CORRECTING AND/OR COMPLETING THE WORK OR REMOVING THE STRUCTURES OR MATERIALS.**

ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, AND THE ENTIRE EXPENSE THEREOF SHALL BE BORNE BY THE GRANTEE.

On the completion of the work herein contemplated all rubbish and debris shall be removed and the roadway and roadsides shall be left neat and presentable and satisfactory to the Director.

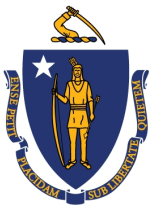
MassDOT hereby reserves the right to order the change of location or the removal of any structure or' structures authorized by this permit at any time, said change or removal to be made by and at the expense of the Grantee or its / their successors or assigns.

This permit may be modified or revoked at any time by MassDOT without rendering said MassDOT or the Commonwealth of Massachusetts liable in any way.

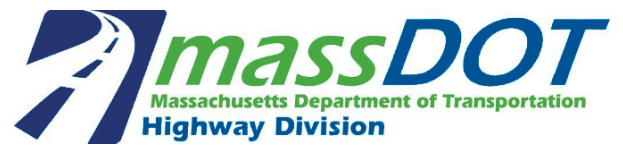
The Grantee shall pay the salary, subsistence and travel expenses of any inspector appointed by MassDOT to supervise the work herein contemplated.

All of the above conditions shall be applicable to the work herein authorized, unless the same are inconsistent with the conditions on the face of the permit, in which case the conditions written or printed on the face of the permit shall apply.

The acceptance of this permit or the doing of any work thereunder shall constitute an agreement by the Grantee to comply with all of the conditions and restrictions printed or written herein.



Charles D. Baker, Governor  
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## Approved Signature

A handwritten signature in black ink, appearing to read "Mary-Joe Perry", written over a horizontal line.

Mary-Joe Perry by B.T.  
District Highway Director

Date of Issue: July 1, 2022

Permit Expiration: Tuesday, July 4, 2023