



TOWN OF MERRIMAC
INSPECTIONAL SERVICES

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Merrimac Trench Permit Policy

Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. **The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way.** Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

(To view the full regulation and G.L.c.82A, go to www/mass.gov/dps)

What is a Trench?

According to M.G.L. c. 82A, §4 and 520 CMR 14.02, a trench is defined as “an excavation which is narrow in relation to its length, made below the surface ground in excess of three feet below grade and the depth of which is, in general, greater than the width, but the width of the trench, as measured at the bottom, is not greater than 15 feet.”

Effective March 1, 2009:

The Merrimac Building Commissioner shall be the issuing authority. Trench permits are available during regular business hours at the office of Inspectional Services, Merrimac Town Hall. The application must be completed in full. A fee of \$30.00 shall be collected for processing each Trench Permit application. Be advised, all other permits as applicable for building, road opening, septic install or repair, etc., shall be required, and must be obtained separate from this permit.

The fine for failure to obtain a Trench Permit or starting work prior to the issuance of a Trench Permit shall be \$50.00.

In the event of an unattended unprotected trench, the property owner and the excavator of the trench shall be fined a minimum of \$50.00 per day PLUS:

- 1) **The cost for the Town of Merrimac to provide a Police detail to guard the unattended unprotected trench;**
- 2) **The time, materials and equipment costs as determined by the Town of Merrimac to secure the trench.**

In the event that rescue services are required as a result of a trench that does not meet the standards set forth by the trench regulations or OSHA regulations, the property owner and excavator of the trench shall be responsible for all associated rescue costs.

In the event of a trench collapse, the Town of Merrimac Fire Department will act as the first responder. The Merrimac Fire Department shall assume incident command and request mutual aid from the county trench collapse team.

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERNING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

DATE

EXCAVATOR SIGNATURE (if different)

DATE

OWNER SIGNATURE (if different)

DATE

Official Use Only

CONDITIONS OF APPROVAL:

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