

PERMIT FOR WORK ON TOWN OF WAPPINGER ROAD

NAME OF APPLICANT: _____

ADDRESS OF APPLICANT: _____

NATURE OF WORK: _____

LOCATION OF WORK: _____

APPROXIMATE STARTING DATE: _____

APPROXIMATE FINISHING DATE: _____

ESTIMATED COST OF WORK: _____

CONDITIONS AND RESTRICTIONS

Permit shall not be assigned or transferred without the written consent of the Town Highway Superintendent.

The said applicant hereby agrees to hold the Town harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit.

Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town shall be held harmless on account thereof.

Work under this permit shall commence within 30 days of date of permit and be continued in an expeditious manner.

Where a structure is to be built, applicant shall submit a detailed plan of said structure and a description of the method of construction.

It is agreed that should any change or alteration in the highway, its construction or use, cause alterations or changes to be made in the work intended to be done by this permit, then and in that case the applicant, upon reasonable notice from the Superintendent, shall make such changes or alterations in this work at his own expense and within the time specified in this notice.

Traffic shall be maintained by the applicant, on this section of the highway while the work is in progress and until its final completion.

The applicant, for himself, his distributees and personal representatives, covenants and agrees to defend any action or judgment recovered therein brought or found against the Town of Wappinger for negligence arising out of any claim for damages or injuries to others, that the work and construction was defective, improperly protected or completed and to pay any judgment recovered on account of said claim.

The Town shall have the right to select counsel to represent it for the defense of any claim, suit or action arising hereunder, all fees and disbursements for the same to be paid by the applicant herein.

Applicant shall file with the Superintendent a certificate of insurance indicating that the Town has been named as primary insured under an insurance policy in the amounts of 1,000,000 / 3,000,000 million dollars for bodily injury and 500,000 / 1,000,000 million dollars for property damage.

Applicant shall post bond or certified check in such amount as to cover the probable expense to the Town of restoration by the Town of any highway to its former condition and to guarantee the performance by the applicant of all the conditions contained in the permit and compliance with the appropriate ordinance.

Applicant shall be responsible for all damages caused to public utilities and shall replace any cracked or damaged sewer pipe or water mains with new pipe.

Applicant shall maintain restored portion for one year after its restoration.

Applicant shall take every reasonable precaution to properly warn all persons of any danger during the course of the work.

A fee of \$50 for the permit shall be deposited with the Superintendent upon its issuance.

SPECIAL CONDITIONS

In consideration of being granted this permit the undersigned applicant accepts it subject to the conditions described.

Signature of Applicant

Date

APPROVED: _____

Town Superintendent of Highways