

**TOWN OF HAGUE
PO BOX 509
HAGUE, NY 12836
(518) 543-6161**

**PERMIT TO CONNECT TO SEWERAGE SYSTEM
TOWN OF HAGUE, SEWER USE LAW**

Insurance Policy #: _____ Tax Lot #: _____

Expiration Date: _____ Permit #: _____ Exp. Date: _____

WHEREAS, _____ Whose address is
_____, whose telephone number is
_____ requests permission to connect to a sewer main,

_____ Gravity _____ Low pressure (check one)

NOW, THEREFORE, permission is granted to the applicant to do said work subject to the following conditions:

A Certified Check in the sum of \$ _____, payable to the Town of Hague to be deposited as security that the sewerage facilities will be restored to its original condition where disturbed at the expense of the applicant, as soon as the work has been completed, and the said Town of Hague is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should said applicant neglect or refuse to perform the work.

SPECIAL CONDITIONS

In consideration of granting this permit the undersigned accepts it subject to conditions described.

Applicant

(Town designated official)

Date

Date

IMPORTANT NOTICE: Carefully read and fully comply with the following conditions. To avoid damage to power and communication lines and cables, gas mains, water mains, etc., permittee shall contact the owners thereof and obtain their permission before starting work. Conduct operations safely. Prevent accidents. See conditions on reverse side of this permit.

1. The privilege granted by the permit does not authorize any infringement of Federal, State, or local laws or regulations, and is limited to the extent of the authority of the Town of Hague in the premises. Such permit shall not be assigned or transferred without the written consent of the Zoning Enforcement Officer.
2. The work authorized by the permit shall be performed under the supervision and to the satisfaction of the Zoning Enforcement officer or his representatives.
3. The Z.E.O shall be given one weeks notice by the permittee of the date when intends to begin the work authorized by the permit, and prompt notice of its completion.
4. The permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to the installation, maintenance, use or existence of any facility of the permittee or which arises out of the activities of the permittee, its contractors sub-contractors of either or both, agents or employees in connection with any act or omission hereunder; and does hereby expressly agree to indemnify and hold harmless the Town and/or the Sewer District and/or the Zoning Enforcement Officer and their representatives and employees from claims, suits, actions, damages, and cost of every name and description, arising out of or resulting from any act or omission hereunder, and does hereby further expressly agree to pay any damages because of injury to or destruction of part or all of any bridge, or other structure owned by the Town and caused directly or indirectly by any occurrence and arising out of the existence, maintenance or use of any facility or the matter and contents thereof as such facility, matter and contents are authorized for installation, connection, maintenance, transportation, or transmission on and across any such bridge, or other structure, pursuant to the terms of the permit.
5. Unless expressly waved by the Z.E.O., the permittee shall furnish with the application policy of protective liability insurance issued to and covering the liability of the Town of Hague and/or the Z.E.O., with respect to all operations under the permit by the permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the Town. The limit of liability in such policy shall be not less than \$1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident and subject to that limit for each person, not less than \$3,000,000.00 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, and subject to that limit per accident, not less than \$3,000,000.00 for all damages arising out of injury to or destruction of property during the policy period. Such policy shall state that it will not be changed or cancelled until ten days' written notice has been given to said Z.E.O. and acknowledged.
6. The enumeration in the permit of the kind and amount of the insurance shall not abridge, diminish, or affect the permittee's legal responsibilities or the consequences of accident arising out of or resulting from the operations of the permittee under the permit.
7. Any undertaking, bond or certified check required by and deposited with the Town of Hague before or at the time of the issuance of the permit by the Z.E.O. shall be deemed to include and be used as security that the highway or any part thereof will be restored to its original condition where disturbed, at the expense of the permittee, as soon as the work has been completed and the Z.E.O. is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said permittee neglect or refuse to perform the work.
8. It shall be deemed the responsibility of the permittee for the payment of any and all claims for the damages arising out of operations of this permit which may result because of any dangerous conditions created by the existence of any debris or obstructions left on the pavement or roadside during the progress of the work which may be either within the highway right-of-way or on adjacent property. Should the Z.E.O. or his representative, discover any hazardous condition so created, he may issue verbal instructions or written notice to the permittee to eliminate the cause. In the event the permittee fails to take immediate action to remove such hazardous conditions, the Town reserves the right to take such action as it may deem necessary to safeguard the public. All cost resulting therefrom shall be paid by the permittee to be deducted from the deposit on file or Surety given by the permittee. In the event the expenses exceed the amount of the Surety Bond on deposit, the permittee shall promptly pay the balance due.
9. The Town reserves the right to revoke or annul the permit at any time and at its discretion without a hearing or the necessity of showing cause.
10. The applicant agrees to pay all necessary expenses incident to supervision and inspection by reason of the granting of a permit as certified by the Z.E.O., such payment to be made within ten days from the rendering of the certified amount.
11. Works authorized by the permit shall be commenced within 30 days from the date of permit and preformed in a workmanlike and expeditious manner without unreasonable delay or interference with the public travel. The permittee shall provide suitable safeguards so as to reduce to an absolute minimum any dangerous conditions hazardous to life, limb or property.
12. Traffic shall be maintained by the permittee on the highway while the work is in progress and until its finial completion.
13. The applicant herby certifies that he has secured compensation for the benefit of, and will keep insured during the performance of the above described work, such employees as are required to be insured, by the provisions of the Workmen's Compensation Law, and acts amendatory hereto.
14. If necessity arises in the future because of sewer or highway maintenance, reconstruction or new construction, requiring the relocation, replacement or removal of the installation authorized by the permit, said work shall be done and all expenses bourn by the permittee, his grantees, successors or assigns.