



TOWN OF HUDSON

Application and Permit to Excavate in a Street, Sidewalk and/or Rights Of Way.

PERMIT NO. _____

PERMIT FEE \$75.00 (Non-refundable)

Date: _____

Permittee _____

Address _____

Phone _____ 24hr# _____

Location of Excavation _____

Purpose of Excavation _____

Excavation Area: Length _____ ft., Width _____ ft., Depth _____ ft.

Beginning Date of Excavation _____ Completion Date _____

Dig Safe Number _____ Plan filed _____

Yes N/A

Contractor Name _____

Address _____

Phone _____ 24hr# _____

The undersigned hereby acknowledges the receipt of a copy of the Town of Hudson Excavation Regulations. Signature of Applicant or Agent:

By applying for this permit I agree to abide by all applicable Town, State, and Federal Requirements, Regulations and Conditions. I also agree to comply with the provisions and instructions issued by the Public Works Director or his/her designee during the process of the work.

Certificate of Insurance on file _____ Liability. & Workers Comp. _____

Bond Amount _____, Chk. # _____, Rec. # _____, Date _____

Permit Fee _____, Chk. # _____, Rec. # _____, Date _____

Date Approved _____ Disapproved, _____

Special Conditions: _____ Reason(s): _____

Public Works Director

Conditions under which the permission applied for is granted.

1. The Director of Public Works may revoke this permit at any time.
2. The Permittee agrees to abide by all applicable Town, State, Federal Requirements and Regulations and comply with the provisions and instructions issued by the Public Works Director or his/her designee during the process of the work.
3. The Permittee hereby agrees to indemnify and hold harmless the Town of Hudson, NH for all claims of damage or injury whatsoever that may arise from the encumbrance, obstruction, occupation or use of said street, sidewalk, alleyway and/or right-of-way, and the Permittee shall be accountable for all damage that may occur on account of said encumbrance, obstruction, occupation or use of the afore said areas. The Town of Hudson in no case assumes responsibility or liability by reason of granting this permit.
4. The Permittee agrees to furnish evidence of liability insurance for both bodily injury and property damages, naming the Town of Hudson as the insured.
5. Encumbrances or obstructions shall, at all times, be properly guarded during the whole time the street, sidewalk, alleyway and/or right-of-way is encumbered or obstructed and lights shall be maintained throughout the night so that all encumbrances or obstructions may be readily seen.
6. The Permittee agrees to assume such additional costs as the Department of Public Works may incur by reason of failure to perform this work in the manner prescribed in above. Duration of responsibility will be one (1) year from completion of the permanent repair.
7. The permit shall be kept with the Foreman, of the Permittee, in charge of the site where the work is performed and shall be produced for examination upon request of any member of the Department of Public Works or any Police Officer of the Town of Hudson.
8. In accordance with RSA 72:23,1(b)(1), the Permittee and any other entity now or hereafter using or occupying municipal property within the Town of Hudson pursuant to this Permit shall be responsible for the payment of, and shall pay, any and all current and potential properly assessed real and personal property taxes no later than the due date as established by the taxing authority, including any real or personal property taxes on structures or improvements added by the Permittee. Failure of the Permittee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Permit.