

PERMIT APPLICATION

RIGHT-OF-WAY ENCROACHMENT and/or ROAD OPENING PERMIT TOWN OF STOWE

PUBLIC WORKS DEPARTMENT (PWD)
PO Box 730
Stowe VT 05672

OWNER/APPLICANT INFORMATION				
Property Owner:				
Mailing Address:				
Di N l	Descri	C-11		
Phone Numbers: Email Address:	Day:	Cell:		
	 R/CO-APPLIC/	ANT INFORMATION (if different from Owner):		
Contractor:				
Mailing Address:				
C				
Contractor's Superintendent:				
Phone Number:	Day:	Cell:		
Email Address:				
PROJECT INFORMATION:				
Physical Address of Project:				
Date(s) of Work Proposed:				
DESCRIPTION OF WO	ORK TO BE PER	FORMED IN THE TOWN HIGHWAY RIGHT OF WAY:		
Owner/Applicant:		Contractor/Co-Applicant:		
(Signature)		(Signature)		
(Position/Title)		(Position/Title)		
(Date)		(Date)		
subject to the General	Encroachment/R	RMIT APPROVAL Road Opening Permit Application is hereby approved, Special Conditions noted on the reverse side of this permit		
Town of Stowe:				
(Name)		(Signature)		
(Title-Authorized Representative)		(Date)		

GENERAL CONDITIONS

- 1. Permit Application Fee = \$100 (non refundable) payable to the Town of Stowe.
- 2. The Owner/Contractor agrees to comply with the requirements of this permit. This permit may be revoked by the Town at anytime for non compliance without prejudice or liability.
- 3. Prior to the start of the work, Owner/Contractor shall submit a Certificate of Insurance acceptable to and naming the Town of Stowe as an additional insured. Minimum coverage shall include \$1,000,000 Combined Single Limit for each occurrence for Commercial General Liability and Commercial Automobile Liability and VT Statutory minimums for Workers Compensation.
- 4. Except in the case of an emergency and/or with specific written exception of PWD, all work within the Town ROW shall be performed during normal daylight hours, Monday-Friday, April 15-November 15, except legal holidays.
- 5. The Owner/Contractor shall have a supervisory representative acceptable to PWD present on the project site at all times work is being done within the Town ROW under this permit.
- 6. The Owner/Contractor shall comply with all ordinances, statutes, law and regulations controlling the occupancy of the public highway ROW. In the event of conflict, the most restrictive shall apply.
- 7. The Owner/Contractor shall not do any work or place any materials, equipment or obstructions within the ROW, except as specifically authorized by this permit.
- 8. The Owner/Contractor shall be responsible for the Maintenance and Protection of Traffic for vehicular and pedestrian traffic in the ROW and to abutting properties during the work under this permit. All Maintenance & Protection of Traffic provisions shall comply with the current edition of the Manual of Uniform Traffic Control Devices. Install and maintain sufficient temporary advanced warning signs, barriers, fences, lights ect. and implement any other temporary traffic control measures required. See Special Conditions below for any additional specific requirements. PWD and/or the Stowe Police Department reserve the right to require the implementation of additional measures if deemed necessary for the safety of the travelling public during the work under this permit.
- 9. All work shall be performed in compliance with current OSHA and VOSHA Health and Safety Standards for Construction. Jobsite safety is solely the responsibility of the Owner/Contractor. Review of the work and/or lack of comment by the Town shall not be interpreted as approval of the provisions for jobsite safety and/or compliance with the requisite OSHA and VOSHA requirements.
- 10. The Owner and/or Contractor shall be responsible for any repairs and/or replacement of any existing surface treatments and/or utilities damaged by the work under this permit to the satisfaction of DPW and/or the affected utility company, including a warrantee period of 12 months after completion and acceptance of the work, during which period the Town can require additional remedial repairs or replacements. If the Owner and/or Contractor is not responsive to the Town's requirements for any repairs and or replacements deemed required, the Town may complete the work and invoice the Owner for all cost incurred. The Town's collection policy shall for these cost shall be the same as that for the collection of past due water and sewer bills.
- 11. The Owner shall be responsible for all damages to persons or property resulting from any work done under this permit, even if the work is performed by a Contractor. The Owner and/or Contractor agree to indemnify and hold the Town harmless from any claims for damages associated with the work under this permit.

SPECIAL CONDITIONS				