



TOWN OF MILTON
PUBLIC WORKS DEPARTMENT
 PO Box 310
 Milton, NH 03851

Permit to Dig

The Board of Selectmen for the Town of Milton, County of Strafford, New Hampshire, the owner of the roadway herein burdened (hereinafter referred to as the Permitter) grant to _____, owner of the property located at Map _____ Lot _____ on _____ Road, Milton, County of Strafford, New Hampshire, (hereinafter referred to as the Permittee) a permit to dig under the conditions specified below:

Location: _____

Work to Be Performed: _____

Conditions: Permittee shall provide a flagman and safety devices as required by the Town; the Permittee shall notify the Public Works Director (hereinafter referred to as Director) at least 48 hours before beginning work and shall receive permission from the Director to begin work; work may be restricted by the Director due to the weather and the time of the year and the Director will set a time limit for beginning and finishing work; septic lines, sewer lines, water lines, and utility lines (gas, electric, etc.) shall be installed at a depth of 4 feet or deeper; septic and sewer lines shall be installed within a duct-tile sleeve and "double lines" so as to preclude or further delay the necessity of future digs; Permittee shall contact Dig Safe and mark out dig safe points prior to the submittal of the application. Dig Safe #: _____

Permittee agrees to provide the Town of Milton a Surety, (Bond, Letter of Credit, or Escrow Account) listing the Town of Milton as obligee, the bond amount would be based on \$15.00 per square-foot of the disturbed area within the road right-of-way. This surety will remain in place for two (2) years after which time the non-used portion of the surety will be refunded with interest on cash Bonds.

Permittee agrees to return the disturbed section of the road to its original condition as near as possible and to the satisfaction of the Director and within the time period specified;

Permittee agrees to promptly repair any surface defect(s) to the section of the Town Road upon notice from the Town during the next twenty-four (24) months, said repair to be completed within a reasonable time and at the direction and satisfaction of the Town Public Works Director.

The Permittee agrees to release the Permitter from any and all claims, demands and lawsuits or property damage or personal and personnel injuries, heretofore sustained, or which hereafter arise, in consequence of the work being done at this location by the Permittee or its agent(s) as a result of this permit.

This permit does not waive the obligation of the Permittee to obtain other applicable local, state or federal permits or approvals prior to commencing work.

_____ Date: _____ _____ Date: _____
 Public Works Director Owner or Agent of Owner
 Permitter Permittee