



# TOWN OF CLINTON

INCORPORATED APRIL 5, 1865

43 Leigh St., P.O. Box 5194

Clinton, N.J. 08809-5194

(908) 735-8616 FAX (908) 735-8082

## APPLICATION FOR STREET OPENING PERMIT

This application form is to be submitted to the Town Clerk by any applicant seeking a permit to make a street opening under the terms of the Town of Clinton ordinance entitled in part, "An Ordinance Regulating Openings for Excavations within Streets, Road and Other Public Easements, Rights of Way ..." adopted April 7, 1970. All fees, bonds certificates required in the Ordinance or detailed herein, are to be submitted with the form.

APPLICATION # \_\_\_\_\_

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_ Check here if applicant is a public utility

Location of proposed opening (Describe fully) \_\_\_\_\_

Reason and Nature of proposed opening \_\_\_\_\_

Drawings Attached (Describe Fully) \_\_\_\_\_

Applicant's Contractor \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Describe any special problems involved \_\_\_\_\_

Is blasting anticipated? \_\_\_\_\_

Licensed dynamiter Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Will jacking or drilling be required? \_\_\_\_\_ Describe \_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

**Proof of insurance naming the Town of Clinton as the holder of the certificate must be supplied meeting the attached minimum coverage amounts.**

**ESTIMATE OF PROJECT COST** \$ \_\_\_\_\_ (Note: for larger projects where estimate of cost exceeds \$1,000,000, attach Schedule of Detailed cost items to be reviewed and approved by the Town Engineer)

**APPLICATION FEES TO BE ATTACHED, ARE AS FOLLOWS:**

- 1. Application Fee \$ \$75.00
- 2. Ten Percent of Estimate (Escrow) \$ \_\_\_\_\_
- 3. Total Application \$ \_\_\_\_\_

**NOTE: The "Application Fee" and "Escrow Fee" must be separate checks that equal the "Total Application Fee"**

Town costs for engineering, inspection, legal, unrepaired damage, or other reasonable-cost, will be paid from the above fee, all unexpended moneys remaining, except for an additional final fee of \$25.00 shall be returned to the applicant. Chapter 122-8 states "Within two months after completion and final release of the permittee, which shall not be granted until expiration of the twenty-four-month maintenance period, all unexpended moneys shall be returned to the applicant, except for an additional amount as provided in Chapter 73, Fees, which shall be retained by the town as its final application fee."

- 4. Applicant may attach an approved surety bond in the same amount and #3 above instead of cash. Please check below if Bond is attached.

\_\_\_\_\_ **Bonding Company** \_\_\_\_\_

\_\_\_\_\_ **Bonding Company Address** \_\_\_\_\_

\_\_\_\_\_ **Local Agent** \_\_\_\_\_

\_\_\_\_\_ **Local Agent Address** \_\_\_\_\_

\_\_\_\_\_ **Local Agent Phone** \_\_\_\_\_

- 5. \_\_\_\_\_ Check here if applicant claims an exemption from all fees except the final minimum \$25 fee.

Reason \_\_\_\_\_

**(APPLICANT – DO NOT WRITE BELOW THIS LINE)**

Applicant hereby agrees to follow specified procedures and to perform the work in accordance with the requirements of pertinent Town of Clinton Ordinances.

Application Received \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Permit Approved & Issued \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

# **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Applicant agrees to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of the Renter, have read and agree to be bound by the terms of this agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name (If applicable) \_\_\_\_\_

Date: \_\_\_\_\_

# **Town of Clinton Insurance Requirements**

- A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.
- C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:
  - a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:
    - i. \$2,000,000 General Aggregate (Other than Products-Completed Ops)
    - ii. \$2,000,000 Products-Completed Operations Aggregate
    - iii. \$1,000,000 Personal and Advertising Injury Limit
    - iv. \$1,000,000 Liquor Law Liability if applicable
    - v. \$1,000,000 Each Occurrence Limit
  - b. Commercial General Liability coverage shall contain:
    - i. No Cross Liability or Cross Suits exclusions or limitations.
    - ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
    - iii. Waiver of Subrogation.
  - c. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
  - d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.
  - e. Professional Liability Coverage if applicable with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.
  - f. Liquor Law Liability Coverage if applicable with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.
- D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.
- E. Umbrella Liability Insurance shall be excess of employers liability, commercial general liability, commercial automobile liability, liquor law liability if applicable and professional liability if applicable. Additional Insured will follow form with minimum limits of:
  - a. \$2,000,000 General Aggregate Limit
  - b. \$2,000,000 Each Occurrence Limit
  - c. \$2,000,000 Products-Completed Operations Aggregate