

TOWN OF HARWINTON
Permit to Connect to Highway Drainage System

NAME(S) of OWNER(S): _____

LAND RECORDS: Volume: _____ Page: _____

ADDRESS OF PROPERTY: _____

Please make diagram of "Tie-In" location in the space provided below.

WE, the undersigned property owners hereby apply for a permit to connect drainage from our property to the highway drainage system of the Town of Harwinton as indicated above, and hereby agree to the following terms and conditions on which this permit is expressly granted:

1. The Town's Highway Supervisor shall review the construction prior to issuing this permit.
2. All construction work shall be done in accordance with the approved plan and the directions of the Town's Highway Supervisor. The Town's Highway Supervisor prior to closure shall inspect any underground connection.
3. This connection shall not be used to discharge sanitary sewage, wastewater, polluted drainage, or hazardous material as defined by state and federal law, or to discharge drainage from any property or source other than that specified in this permit.
4. If at any time the Town's highway drainage system becomes inadequate to handle highway drainage for whatever reason, the Town may revoke this permit, and order the property owners to disconnect the drainage at the property owners' expense.
5. If at any time, the conditions of this permit are violated, this permit shall be automatically revoked whereupon the Town may either order the property owners to disconnect the drainage at the owners' expense, or may disconnect the drainage itself and assess the property owners the reasonable cost of labor and materials.
6. The property owners agree to release and save harmless the Town of Harwinton, its officials and employees, from any and all claims of liability or damage arising from, or proximately caused by, this drainage connection, including the Town's reasonable attorney's fees, expenses and court costs, arising from such claims.
7. The terms and conditions of this permit are governed by various ordinances of the Town of Harwinton, as may from time to time be amended.
8. All work done within a public highway requires liability insurance and a performance bond.
9. This permit shall not be construed to create a drainage easement, protected property right or vested privilege in favor of the property owners or their property.
10. The terms and conditions of this permit shall be binding upon the property owners and upon the heirs, successors and assigns, shall run with the property and shall be recorded at the owners' expense in the Harwinton Land Records.

Dated at Harwinton, Connecticut, this _____ day of _____, 20____.

PROPERTY OWNERS:

TOWN OF HARWINTON

BY: _____

John Fredsall
Its Highway Supervisor