

TOWN OF EAST WINDSOR
DRAIN LAYER'S/EXCAVATOR'S BOND

DATE _____

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of firm, partnership, corporation or responsible individual)
as principal, and

as surety are held and firmly bound unto the Town of East Windsor, State of Connecticut, in the sum of Five Thousand (\$5,000.00) Dollars, lawful money of the United States of America to be paid to the said Town of East Windsor, it's successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas, the above bounden principal has by the Town of East Windsor (through it's Water Pollution Control Authority) been authorized to perform work in the Town of East Windsor as drain layer/excavator, said obligation shall be continuous subject to cancellation by said surety by giving ninety (90) days notice in writing of its intention to so do.

Now, therefore, if the said _____
(i) shall well and truly keep and perform, during said term, all the terms and conditions of the ordinances, regulations of the said Town of East Windsor and it's Water Pollution Control Authority, regulating the laying of town sewers and drains, sewer house connections, private drains and appurtenances, as well as the rules, regulations, laws or ordinances of the Town, or of the State Highway Department, regulating the excavation in or under highways, streets or public ways and the replacement of or the maintenance of the surfaces disturbed, (ii) shall forever indemnify and safe harmless the Town of East Windsor and its agents for or from or on account of any damages to the property of any person or persons or any damage to the sewers of the Town of East Windsor, in consequence of or resulting from any work performed by said principal, it's servants or agents, or from any negligence regarding said work, or of, or from any act or omission of said principal, it's servants or agents until the expiration of the one-year maintenance period after the work under and permit issue, is complete; (iii) shall faithfully perform said work in all respects and shall also replace and restore that portion of any street in which said principal, his servant's or agents shall make excavation, to as good condition as that in which the same was before said work was performed; (iv) shall also keep and maintain such street in like good condition to the satisfaction of the Town Engineer of the Town of East Windsor, for the period of not less than one year after completing said work, and, should the said engineer, or other official, within said period and after notice to said principal, repair said portion of such street, the principal shall pay the cost thereof within thirty (30) days, and (v) shall also pay all fines or penalties imposed upon him for violation of any rule or regulation, then this obligation shall be of no effect; otherwise it shall remain in full force and effect.

This bond shall expire: _____

Dated this _____ day of _____

Signed and Sealed in the Presence of:
(two witnesses required)

(Principal)

Acting By:

(Surety)

Acting By: