



Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
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HIGHWAY WORK PERMIT

SECTION 136 HIGHWAY LAW

PERMIT # P25-0161

EXPIRATION DATE: 9/5/2026

Permittee

Millprop III, LLC
Sara Goot
28 Pangloss Dr
Millbrook, NY 12545
sgoot@altamontllc.com
(845) 677-3686
(845) 489-1407 (C)

Contractor Information

JSK Livestock
Edward Kading: (845) 242-5483

Work Location

County Route #: CR 96 - Altamont Rd
Parcel ID #: 6764-00-679395
Address: 271 Altamont Rd
Town/Village/City: Town of Washington
Description of Work: Construction of a single residential access.

Initial Issue Date: 9/5/2025

☐ **Special Conditions Attached**

- Permit is only valid for the Permittee, Contractor and location/work description herein.
- This permit must be on site at all times when work is being performed within the County right-of-way and shall be produced upon request from a Dutchess County Department of Public Works ("DPW") employee.

General Conditions and Limitations of Highway Work Permits

1. All Permit work shall be performed in accordance with the "Policy and Standards for Access and Utility Work on County Highways", incorporated in both the Application and This Permit by reference.
2. No Permit work can take place within the County right-of-way between November 15 and March 15 unless specifically approved by DPW.
3. All workers within the County right-of-way are required to wear safety apparel and shall, at a minimum, wear hard hats and ANSI Class II or III safety vests.
4. The DPW shall be given at least two (2) business days' advanced notice prior to the start of work authorized by this Permit.
5. The Permittee or its Contractor shall provide DPW with at least 2 business days' advanced notice of the planned paving work for all driveways and subdivision roads. Upon receiving notification, DPW will determine if an on-site pre-paving meeting is required. Failure to provide the required pre-paving notice may result in DPW not accepting the paving work, which could require removal and reconstruction of unaccepted paving work. All work, including re-paving, if necessary, shall be performed at the Permittee's or Contractor's expense.
6. All work and materials used within the County right-of-way shall be in accordance with the approved plans and specifications.
7. All Work under this Permit is subject to 16 NYSCRR Part 753, which includes, but is not limited to, your responsibility to call 'Dig Safely New York' at 1 (800) 962-7962 prior to any excavation and demolition work.
8. Any damage to the County highway or County facilities shall be repaired or replaced to the satisfaction of DPW. Costs for such repair or replacement shall be borne entirely by the Permittee, and/or their agents.
9. This Permit cannot be transferred or assigned to another person, firm, corporation, or municipality under any circumstances.
10. DPW reserves the right to halt the work, revoke or cancel this Permit at any time should the Permittee fail to comply with the terms, conditions, and restrictions herein.
11. If the Work that is the subject of the Permit is conducted by the Permittee, the Permittee agrees to defend, indemnify and hold harmless the County of Dutchess and its employees from any and all losses, claims, liens, demands and causes of action, including but not limited to, judgments, penalties, interest and court costs and legal fees incurred by the County of Dutchess in connection with the work that is subject of this Permit.
12. If the Work that is the subject of the Permit is conducted by the Contractor, the Contractor agrees to defend, indemnify and hold harmless the County of Dutchess and its employees from any and all losses, claims, liens, demands and causes of action, including but not limited to, judgments, penalties, interest and court costs and legal fees incurred by the County of Dutchess in connection with the work that is subject of this Permit.
13. The work shall be available for inspection during DPW's normal business hours, Monday-Friday, 8:00 am-4:00 pm. The work shall be made available for inspection at any time with twenty-four (24) hours' notice.
14. The Permittee agrees to pay all cost for testing or inspection of the permitted work as required by DPW within thirty (30) days of receipt of an invoice for same. The Permit security deposit will be charged for any outstanding billing prior to being returned.
15. If the Permittee or any Contractor fails to comply with the terms of or complete the work authorized by this Permit, DPW may order the Permittee or its contractor(s) to stop work until the necessary corrections have been made. If corrective actions are not timely made as ordered by DPW in its discretion, DPW may perform the necessary work itself.
16. Notwithstanding the Contractor's responsibility under this Permit, if DPW determines that clean-up or repair of the right-of-way is necessary due to improperly performed work or other problems resulting from the permitted work, the Permittee shall be responsible to reimburse the County for all the costs of same, including the cost of workers' wages and equipment usage. Additionally, the Permit security deposit held by DPW may be applied by the County, in whole or in part, to any such costs.
17. Traffic on the County highway shall be protected and maintained at all times in accordance with the National Manual on Uniform Traffic Control Devices including the New York State Supplement, incorporated by reference herein.
18. Equipment and materials may be stored overnight within the County right-of-way only as approved by DPW.

19. The County highway must be kept free from debris, equipment, earth storm water, vehicles, and construction materials at all times when work is not actively being performed. The highway must be kept clean, free from dust, and passable to traffic at all times as approved by DPW.
20. DPW reserves the right to, in its discretion, restrict hours in which work can take place within the County right-of-way due to traffic, weather, safety, or other conditions.