

TOWN OF ISLE LA MOTTE

PROCEDURE FOR APPROVAL TO USE, WORK WITHIN OR INSTALL PRIVATE UTILITIES WITHIN THE ISLE LA MOTTE TOWN HIGHWAY RIGHT-OR-WAY:

- 1) Complete the application for the nature and scope of work to be performed.
- 2) Submit the completed application to the Isle La Motte Town Office.
- 3) Upon approval, work may commence immediately or as directed by the Town Road Commissioner.
- 4) A License Agreement will be required should the scope of work encompass underground utilities. See the agreement for a comprehensive description of this work. The agreement is available at the Town Office.

NOTICE:

PROVISIONS OF VERMONT STATE STATUTE TITLE 19 §1111 PROVIDES THAT USE OF TOWN CULVERTS TO CARRY WATER, ELECTRIC OR ANY OTHER UTILITY IS STRICTLY FORBIDDEN AND WILL BE REMOVED AT THE OWNER'S EXPENSE. INFRACTIONS OF THIS STATUTE ARE SUBJECT TO FINES.

Policy adopted on 3 December 2014 by the Isle La Motte Selectboard.

**APPLICATION FOR PERMISSION TO USE, WORK WITHIN, OR INSTALL PRIVATE UTILITIES WITHIN
A TOWN HIGHWAY RIGHT-OF-WAY**

The applicant herein seeks a permit to use, work within, or install private utilities within a Town highway right-of-way pursuant to the Selectboard's authority under 19 V.S.A. § 1111, which provides, in pertinent part, that a permit shall be required for any use of any highway right-of-way, consistent with the provisions of § 1111. In addition, this application shall be used to seek a permit to develop, construct, regrade or resurface any driveway, entrance, or approach, or build any fence or building, or deposit materials of any kind within, or in any way to affect the grade of a highway right-of-way, or to fill or grade a ditch, culvert, or drainage course that drains a highway, or fill or grade the land adjacent to a highway so as to divert water onto the highway right-of-way, all as provided in §1111(b). Nothing in this application or in any related documents shall constitute a waiver by the Town of Isle La Motte Selectboard of its right to enforce any local, state or federal law, ordinance, regulation, or bylaw, that it is charged with or authorized to enforce, including any and all provisions of § 1111.

REQUIRED INFORMATION (PLEASE PRINT)

DATE: _____

NAME: _____

ADDRESS: _____

CONTACT NUMBER: _____

DESCRIBE IN DETAIL THE USE OR WORK PROPOSED WITHIN THE TOWN HIGHWAY RIGHT-OF-WAY:

SPECIFIC LOCATION OF WORK: _____

PURPOSE OF THE WORK AND/OR FOR INSTALLING
UTILITIES: _____

PRIVATE UNDERGROUND UTILITY LINES TO BE INSTALLED: _____

PROJECT START DATE: _____

PROJECT FINISH DATE: _____

PROJECT DRAWINGS PREPARED BY: _____

WORK TO BE PERFORMED BY: _____

- All proposals to install private utility lines, facilities or appurtenances within the Town highway right-of-way shall conform to any plans and specifications approved by the Selectboard and shall be relocated at no cost to the Town whenever the right-of-way is needed for highway or other municipal purposes.
- The Selectboard may, at its reasonable discretion, require reimbursement to the Town for the costs of review, inspection, engineering or legal services provided by the Town in connection with the installation of private utility lines, facilities or appurtenances within the Town highway right-of-way. In addition the applicant shall pay all applicable recording fees for recording the permit, notice thereof or license agreement.
- All applicants for permission to install private utility lines, facilities and appurtenances within the Town highway right-of-way agree to accept and comply with the terms and specifications of a License Agreement, issued by the Selectboard and incorporated into any approved right-of-way permit by reference.

APPLICANT SIGNATURE (or Duly Authorized Agent)

DATE

=====

FOR OFFICIAL USE ONLY

Recording Fee: \$ _____

Paid: _____ Date: _____

BY LAWFUL ACTION OF THE SELECTBOARD OR ITS DULY AUTHORIZED AGENT, THE FOREGOING APPLICATION IS:

___ APPROVED ___ DENIED

___ OTHER/MODIFIED (Explain):

CONDITIONS:

SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN ANY APPLICABLE LICENSE AGREEMENT.

TOWN OF ISLE LA MOTTE

Selectboard Chair or Duly Authorized Agent

LICENSE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the **TOWN OF ISLE LA MOTTE**, a Vermont municipal corporation situated in the County of Grand Isle and State of Vermont, Grantor, acting pursuant to the provisions of 19 V.S.A. Section 1111 does hereby grant and convey to _____, of the Town of Isle La Motte, County of Grand Isle and State of Vermont, Grantee, their heirs, successors and assigns, a license for the purpose of installing underground utility lines (including, but not limited to, water, sewer, electric, telephone, cable television, telecommunication, and data lines and appurtenances), crossing under _____, (Town Highway No. __), so-called, in the Town of Isle La Motte, in the County of Grand Isle and State of Vermont, all as is more particularly described as follows:

A license to install, repair, maintain, or replace underground utility lines (including, but not limited to, water, sewer, electric, telephone, cable television, telecommunication, and data lines and appurtenances), crossing under _____, (Town Highway No. __) and running in a generally _____ direction as shown on a drawing entitled, " _____ " dated _____, and prepared by _____, which is attached hereto as Exhibit A (the "License"). Said underground utility lines license area is located within a strip of land ___ feet wide, more or less, centered on the as-built location of the underground utility lines.

Said license is granted and conveyed subject to the following conditions:

1. Installation of the underground utility lines shall be conducted pursuant to plans and specifications entitled, " _____ " dated _____, and prepared by _____, attached hereto as Exhibit B. Furthermore, the uppermost conduit or cable shall not be less than four feet below the roadway surface and three feet below the bottom of road-side ditches within Grantor's town highway right-of-way. If ledge or other obstacles prevent burying conduit or cable at these depths, shallower depths may be allowed with approval by the Town's Road Commissioner at his sole discretion; a concrete cap or pipe sleeve

surrounding the conduit may be required.

2. Grantee shall notify the Road Commissioner by telephone at least 48 hours in advance of the installation.
3. By the acceptance of this Agreement, Grantee, for itself and its heirs, successors and assigns, agrees that it shall be responsible for the removal or relocation of the underground utility lines if such relocation or removal is made necessary by work performed by Grantor for the maintenance or improvement of _____, (Town Highway No. __) or public utilities within Grantor's town highway right of way. Grantee acknowledges that the surface area of the underground utility lines location is utilized as a public street of the Town of Isle La Motte.
4. Grantee agrees for itself and its heirs, successors and assigns that it shall, during any construction, reconstruction, repair or replacement of the underground utility lines and associated improvements, keep open to the general circulation of vehicles at all times at least one lane of traffic of sufficient width and of adequate surface for vehicles to proceed above the area of construction in both directions in a reasonably convenient manner. Grantee agrees that it shall at all times during its construction activities, at its sole expense, adequately control motor vehicle and pedestrian traffic on and over the traveled portion of _____, (Town Highway No. __).
5. Any construction, reconstruction, maintenance, repair, or replacement of the underground utility lines shall be conducted in such a way as to avoid unnecessary disturbance to Grantor's town highway right-of-way, and after any such work, the premises shall be returned to its original condition as soon as reasonably possible by the Grantee. Prior to having any work done within the right of way of _____, (Town Highway No. __), the Grantee shall provide at least two (2) business days' notice to the Grantor (except in case of emergencies in which case notice shall be provided to the Grantor as expeditiously as possible after discovery of the problem).
6. Grantee shall install, repair, maintain and replace, if necessary, the underground utility lines at its sole cost and expense and keep the same in good order and repair.
7. Grantee shall promptly reimburse Grantor for all actual costs that Grantor may incur as a result of the Grantee not performing, observing, and complying with the conditions of this license as herein stated.

8. The Grantee shall be solely responsible for protecting the general public from all risks of damage, loss, injury or otherwise (including without limitation personal injury or death to any person and damage to property of the Grantor or third persons) which may occur in whole or in part because of the use, repair, maintenance, installation and replacement of said underground utility lines. Grantee expressly covenants and agrees for itself, and its heirs, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims arising out of such risks, and shall be liable for all costs, liability, damage or expense, including but not limited to reasonable attorneys' fees, caused by or resulting from the actions or inactions of the agents, employees, contractors and subcontractors of Grantee and its heirs, successors and assigns on or about the property of Grantor or a third person; and further agrees that any damage to the property of the Grantor or a third person caused by or resulting from the exercise and use of the underground utility lines and associated rights by Grantee and its heirs, successors and assigns shall be promptly repaired and restored, as nearly as practicable to the condition existing prior to such construction, at the cost of Grantee or its heirs, successors and assigns.
9. The Grantee further expressly covenants and agrees for itself and its heirs, successors and assigns, to indemnify, defend and hold harmless Grantor and its successors and assigns, from and against all claims of damage, injury, repair, maintenance or replacement of Grantee's underground utility lines arising out of Grantor's actions, including but not limited to its upkeep, maintenance, repair, reconstruction, plowing, sanding, salting, excavation, filling or related activities, on, over or through its town highway right-of-way, and Grantee agrees for itself and its heirs, successors and assigns that Grantor shall not be liable for any costs, liability, damage or expense, including but not limited to reasonable attorneys' fees, caused by or resulting from the actions or inactions of Grantor or its agents, employees, representatives, contractors, subcontractors, successors and assigns on or about its town highway right-of-way.
10. All conditions as hereinabove stated shall be binding upon the Grantee, its heirs, successors and assigns, and the property benefitted by this license. Nothing herein shall exempt Grantee from any other local, state or federal permitting requirements that may be applicable to its project, nor constitute a waiver by the Town of Isle La Motte of its right to enforce any local, state or federal law, ordinance, regulation, or bylaw that it is charged with or authorized to enforce.

TO HAVE AND TO HOLD said granted and conveyed license, with all the privileges and appurtenances thereof, to the said Grantee, _____, to its own use and be hoof forever. Grantor may revoke this License Agreement as provided in 19 V.S.A. § 1111.

IN WITNESS WHEREOF, the TOWN OF ISLE LA MOTTE has hereunto set its hand and seal this ____ day of _____, 20__.

IN THE PRESENCE OF: TOWN OF ISLE LA MOTTE

_____ By _____
Selectboard member

STATE OF VERMONT
COUNTY OF GRAND ISLE, SS.

At Isle La Motte, in said County and State, on this ____ day of _____, 20__, before me personally appeared _____ Selectboard member of the TOWN OF ISLE LA MOTTE, and he/she acknowledged this instrument by them sealed and subscribed, to be his/her free act and deed as such and the free act and deed of the TOWN OF ISLE LA MOTTE.

Notary Public
My Commission Expires: 2-10-2015

IN WITNESS WHEREOF, the TOWN OF ISLE LA MOTTE has hereunto set its hand and seal this ____ day of _____, 20__.

IN THE PRESENCE OF: TOWN OF ISLE LA MOTTE

_____ By _____
Selectboard member

STATE OF VERMONT
COUNTY OF GRAND ISLE, SS.

At Isle La Motte, in said County and State, on this ____ day of _____,
20____, before me personally appeared

_____ Selectboard member of the TOWN
OF ISLE LA MOTTE, and he/she acknowledged this instrument by him/her sealed
and subscribed, to be his/her free act and deed as such and the free act and deed of
the TOWN OF ISLE LA MOTTE.

Notary Public
My Commission Expires: 2-10-2015

IN WITNESS WHEREOF, the Grantee hereunto sets their hand(s) and seal(s) this
____ day of _____, 20____.

IN THE PRESENCE OF:

GRANTEE

By _____

Duly Authorized Agent (if appropriate)

STATE OF VERMONT
COUNTY OF _____, SS.

At _____, in said County and State, on this ____ day of
_____, 20____, before me personally appeared
_____, [Duly Authorized Agent of
_____ if appropriate], and [insert he/she/they/it, as appropriate]
acknowledged this instrument by [insert him/her/them/it, as appropriate] sealed
and subscribed, to be [insert his/her/their/its, as appropriate] free act and deed as
such [and the free act and deed of the _____ name of entity if
appropriate].