

UTILITY AGREEMENT

The Wayne County Board of Commissioners hereinafter referred to as Wayne County and

_____ hereinafter referred to as the Applicant,

hereby agree that utility facilities consisting of

to be installed by

located at the following described location

are hereby granted permit to be located within the Wayne County highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Applicant hereby agrees to abide by and conform with the following terms and conditions:

- 1) The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, its construction, and maintenance or interfere with its safe operation.
- 2) The Applicant hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Applicant has a compensable property right therein or where reimbursement of such costs is provided for by law.
- 3) The Applicant further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the Wayne County highway right-of-way. The Applicant is also required to notify any property owners along the construction area prior to the actual beginning of said construction.
- 4) The Applicant shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Applicant's negligence in connection with any work done pursuant to this agreement.
- 5) The Applicant hereby agrees to assume liability for and shall save harmless and indemnify Wayne County from any claim for damages of any nature whatsoever from any party asserting any encroachment, trespass or damage to their property outside of Wayne County Highway right-of-way. Wayne County in no manner authorizes the Applicant to act or operate in any fashion whatsoever or to install, adjust, retain, or maintain any improvement beyond the Wayne County highway right-of-way.

PERMIT NUMBER _____

EXPIRATION DATE _____

- 6) During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Applicant shall provide watchmen and flagmen as may be reasonably required for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public.

Traffic shall be maintained at all times unless otherwise hereon by special endorsement of the Board's duly authorized representative.

- 7) All damage to drainage structures, roadbeds, pavements, and other highway appurtenances arising from the installation, maintenance or repair of Applicant's utility facilities shall be repaired at expense of Applicant. No portion of the pavement of any highway shall be disturbed without prior permission of Wayne County. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

- 8) This Utility Agreement shall expire six (6) months after Board approval. If the work is not completed after six (6) months, the Applicant will be required to apply for a new Agreement.

APPLICANT

WAYNE COUNTY, INDIANA

Authorized Representative Signature

Authorized Representative of Board of Commissioners

Printed Name Authorized Representative

Printed Name Authorized Representative

Date

Date

Address:

Town/State/Zip:

Telephone Number:

Fax Number:

Email:

AUTHORIZED REPRESENTATIVE IS RESPONSIBLE PARTY IF PROBLEM OCCURS

Special Conditions

UTILITY CUT

- I. New Subdivision Streets:
 - A. A meeting shall be called by the Developer of a subdivision prior to the installation of utility lines at which time the best location of each utility will be selected by the Developer, Wayne County Highway, and the Utility.
 - B. All utilities shall be located behind the curbs in the county right-of-way or in the easements as designated on the subdivision plot.
 - C. All trenching in the roadways shall be completed prior to the laying of asphalt and shall be backfilled with a Compacted Granular Backfill.
 - D. As built drawings shall be furnished to the Wayne County Highway by each utility upon the completion of their work and shall show the location and depth of their lines.

- II. County Road or Old Subdivision Sheets:
 - A. Permission must be obtained from the Wayne County Highway Department before making any utility cuts, except in the case of an emergency.
 - B. Jacking, boring or coring should be the first alternative rather than making utility cut.
 - C. Any long-range plans to install new lines or to major repairs shall be coordinated with Wayne County Highway Department so they can plan their paving program to be completed after the new lines or repairs are completed.
 - D. The County will not be held liable for any damages done to the utility lines by the Wayne County Highway Department or a Contractor working for Wayne County Highway Department during the maintenance, reconstruction or repair of any roadway.
 - E. All Work shall meet or exceed the requirements of the Wayne County Highway Department's "Standard Pavement Cuts" as shown on the reverse side of this document.

- III. Guidelines and Comments:
 - A. Any time the Wayne County Highway Department is involved in trenching, digging or grading along someone's property, we notify the property owner before we start and we do our best to restore the property to as good as it was before we started. We feel like this is necessary for us and for anyone else that works in our right-of-way. Any time we cut trees along the right-of-way we contact the property owner and give them whatever they want in the way of logs or firewood. We feel that this is necessary for us or for anyone else that works on our right-of-way, Therefore, if you think any of the above possibilities apply to your project, please include a description in the county utility agreement.

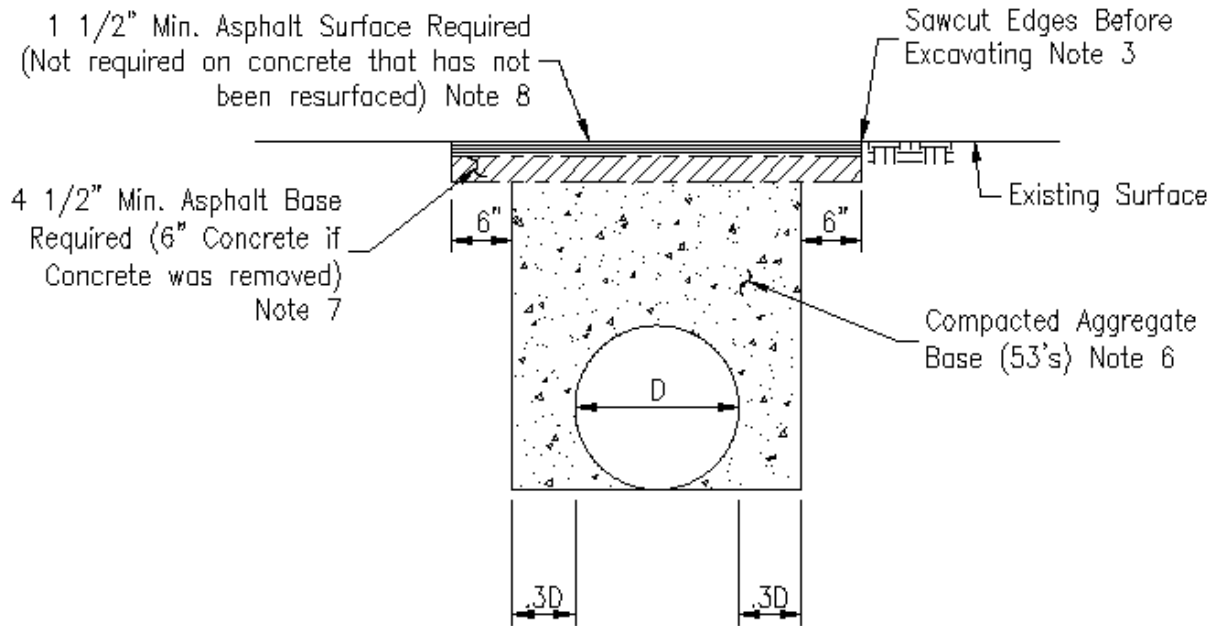
- B. Except for areas next to bridges and on roadway in platted subdivisions, most of the roads in Wayne County do not have a platted right-of-way. In all circumstances, roads are considered to have a minimum of 16.5 feet of right-of-way on each side of centerline. Additional right-of-way is many times claimed depending upon the location of fence lines, telephone lines, power lines and other physical evidence. If you have any questions as to the right-of-way boundary, please discuss it with us before proceeding.
- C. Please note that permission must be obtained from the Wayne County Highway Department before making any utility cuts, except in the case of an emergency. At this time, we will not be requiring the posting of a bond for a routine utility cut. We will attempt to approve all utility cuts agreements within 48 hours.
- D. In the case of overhead power, telephone, or cable lines, we expect these lines located as close to the right-of-way as possible. We also expect to be notified of any plans for completely new or relocated lines before any work has started. We will not accept nor approve any new or relocated lines that are not back to the right-of-way line or that are in the middle of ditches if we have not been contacted and approved placement beforehand.
- E. Buried lines will be granted on a case by case basis after a utility agreement is submitted and a field check has been made. Drawings showing size, pressure or voltage, location, depth, type of encasement and how existing drainage structures will be affected must be submitted with the utility agreement.

Approved by: Wayne County Board of Commissioners
September 5, 1989

BURIED POWER LINES**GENERAL REQUIREMENTS**

1. A utility agreement must be filed with the Wayne County Highway Department for application to bury power lines. Said agreement must include drawings showing voltage, location, depth, type of encasement and how existing drainage structures will be affected. A field check will be set up at the time of submittal.
2. Minimum requirements shall meet the National Electric Safety Code.
3. Wayne County will require a minimum of 36 inches below ditches and the edge of pavement unless the field check warrants other considerations.
4. Wayne County will require that a 6 inch wide identification tape be placed a minimum of 12 inches above the buried power line for its entire length.
5. In some cases, a concrete encasement will be required at drainage pipes with the depth and size of pipe determining the length, width and depth of encasement. If it is not possible to place the power line the required depth or properly encase the power line, an overhead installation will be required at the drainage pipe.
6. Concrete encasements may also be required at road crossings and any other areas determined at the field check.
7. In all instances, the requirements will be set on a case by case basis, based on a field check between the Utility and the County.
8. The Utility will be expected to notify all property owners that are affected by the power line.

STANDARD PAVEMENT CUTS



GENERAL NOTES

1. All work and materials shall be in accordance with the requirements of the current Indiana Department Transportation Standard Specifications.
2. Pavement replaced shall equal or exceed existing pavement materials with the minimum depths in Notes 6, 7, and 8.
3. All pavement cuts must be made with a saw before excavation.
4. All excavated and unused material to be removed from job site.
5. Fill material around pipe to be Compacted Aggregate, #53 Stone placed and compacted in 8 inch lifts.
6. Minimum 8 inches of Compacted Aggregate, #53 Stone required.
7. Minimum 4½ inches of Asphalt Base required (6 inches of Class C Concrete required if concrete was removed).
8. Minimum 1½ inches of Asphalt Surface required (omit on concrete that has not been resurfaced with asphalt).
9. All areas of pavement that has been cracked, broken down or marked up by equipment during the construction process shall be repaired; in some case a “COMPLETE” Asphalt Surface Overlay may be required.
10. Any settlement of pavement or shoulder within the construction limits within a period of two years after construction MUST be repaired.

Revised 2013