

MADISON COUNTY POLICY ON
SEWER LINES IN RIGHTS-OF-WAY
FOR PUBLIC ROADS

As adopted by the Madison County Commission
on August 18, 2006

1. Madison County makes no representation that it owns any given right-of-way. Madison County makes no representation that it has the legal right to grant permission to place a sewer line in any given right-of-way; however, if challenged, the Madison County Commission agrees to defend its rights to the best of its ability. Many Madison County roads were established by prescription or user by virtue of the road being generally used by the public for 20 years. Other Madison County roads were deeded to Madison County by a deed that conveyed a right-of-way or easement for a public road. The extent of the right-of-way and the manner in which the right-of-way may be used in cases such as those mentioned above are unclear. A Sewer Operator placing a sewer line in the right-of-way of a public road in Madison County does so at the sole risk of the Sewer Operator.

2. A Sewer Operator desiring to place a sewer line in the right-of-way of a public road in Madison County must first apply to the County Engineer for a permit and pay an application fee of \$250.00. The Sewer Operator must complete such forms and supply such plans and other information as required by the County Engineer, including information on the financial ability of the Sewer Operator. The Sewer Operator must furnish to the County Engineer detailed drawings prepared by an engineer registered in the State of Alabama showing the proposed location of the sewer line within the right-of-way which must be approved by the County Engineer. Any variation from the approved plans must be approved by the County Engineer. No work may be begun in the right-of-way until a permit is issued. If a Sewer Operator begins work in the right-of-way before a permit is issued, the County Engineer may

deny the permit for that reason. When the project is completed, the Sewer Operator must submit "as built" drawings of the sewer line to the County Engineer.

3. The County Engineer shall make reasonable rules and regulations with regard to the installation, operation and maintenance of sewer lines within the right-of-way of public roads within Madison County and shall have the right to inspect the installation of the sewer line and the sewer line at any time.

4. Permits may not be transferred without the written approval of the County Engineer.

5. The Sewer Operator must have located within Madison County employees or a contractor who shall maintain the sewer lines on a 24-hour per day, seven days a week basis with a telephone number for emergency maintenance listed in the Huntsville telephone directory.

6. The Sewer Operator must indemnify and hold harmless Madison County and the Madison County Commission for all claims of any kind whatsoever arising out of or related to the installation, operation and maintenance of the sewer lines within the rights-of-way of public roads in Madison County (see attached example).

7. The Sewer Operator must have in effect at all times liability insurance with a carrier acceptable to Madison County and with coverage for the operation of a sewer line in the right-of-way of a public road in the amount of one million/three million dollars with Madison County, the Madison County Commission, their officials and employees named as additional insureds.

8. Madison County and the Madison County Commission, their officials and employees are not liable to the Sewer Operator for any accidental damage to sewer lines within the rights-of-way of public roads in Madison County which occurs in the course of maintenance

of the said rights-of-way or water lines or other utilities which are located within the said rights-of-way.

9. If Madison County desires to widen or otherwise change a public road, the drainage along a public road or any Madison County owned facilities in Madison County where a Sewer Operator has placed a sewer line within the right-of-way, the Sewer Operator, at its sole expense, must within 120 days of receiving written notice move the sewer line. Madison County will make its best efforts to furnish the Sewer Operator additional right-of-way in which to relocate the sewer line.

10. The Sewer Operator must repair within 30 days and restore to their original condition the right-of-way and any lawns, gardens, fences or other such items in any way damaged by the installation, operation or maintenance of the sewer line located in the right-of-way of a public road in Madison County. No trees larger than six (6) feet tall may be cut by the Sewer Operator without the written permission of the County Engineer. Before commencing installation of sewer lines within the right-of-way of public roads in Madison County, the Sewer Operator must post a bond or Letter of Credit or cash payment with the County Engineer in an amount equal to one hundred fifty percent (150%) of the sewer operator's engineer's estimate, approved by the County Engineer, of the cost to repair and restore the right-of-way and any lawns, garden fences or other items damaged by the installation of the sewer line, which bond in no case shall be less than Five Thousand and No/100 Dollars (\$5,000.00). The bond shall be returned to the Sewer Operator upon completion to the satisfaction of the County Engineer of all such repairs and restoration.

11. Any Sewer Operator placing a sewer line in the right-of-way of a public road in Madison County must allow any abutting landowner to tap onto the sewer line upon

payment of a reasonable tap fee and the charges for sewer services charged to other sewer users by the Sewer Operator provided that said owner agrees to usage and construction restrictions concerning the kind and amounts of discharge that the sewer company requires of its other customers and that it has available capacity to serve the abutting landowner.

12. A Sewer Operator in the installation, operation and maintenance of sewer lines located within the rights-of-way of public roads within Madison County may not cut but must bore and case under roads and bore under concrete or asphalt driveways unless said costs are unusual and impractical. Exceptions must be approved by the Madison County Engineer.

13. Any permit granted to a Sewer Operator to operate a sewer line within the right-of-way of a public road in Madison County is revocable by the Madison County Commission, with cause as determined solely by the Madison County Engineer and is non-exclusive.

14. The Sewer Operator must have, comply with, and maintain valid permits from the Alabama Department of Environmental Management (hereinafter "ADEM") and all other required governmental agencies for the treatment, transport, and discharge of all sewage, effluent, or other substances placed or allowed in the lines within the right-of-way of public roads within Madison County. If a Sewer Operator's permit expires for any reason, the operator shall have 30 days to cure this violation of this agreement.

15. During construction, operation and maintenance of sewer lines within the right-of-way of public roads within Madison County, traffic control devices shall be used by the Sewer Operator in accordance with the latest edition of the national Manual On Uniform Traffic Control Devices (MUTCD) and in accordance with all laws, local ordinances, and all requirements of the County Engineer.

16. The Sewer Operator will pay Madison County the sum of \$1.50 annually, for each linear foot of Sanitary Sewer Pipe placed on the right-of-way of public roads within Madison County. The first payment will be made at the time the permit is granted and will be prorated for the remainder of Madison County's fiscal year. Subsequent payments will be made to Madison County annually on the 1st day of October. The Sewer Operator will pay an additional ten percent (10%) of the amount due for each month that the scheduled payment is delinquent. Should the payment be delinquent by more than twelve months the facilities will be considered abandoned and on the happening of such event the Sewer Operator is deemed to relinquish all rights to the facilities, including ownership and Madison County will have the authority and right to dispose of the facilities as deemed appropriate by Madison County.

17. The permit does not constitute or grant to the Sewer Operator any right, title, property interest, claim or control in or to any part of the right-of-way of the public road.

18. The installation of the facilities and related work covered by the permit shall be completed within one year from the date shown on the permit or as otherwise provided for by the County Engineer, otherwise the permit becomes null and void. Once work is begun the Sewer Operator shall pursue the work continuously and diligently until completion.

19. Upon completion of the installation a final inspection shall be scheduled with the County Engineer and punch list items will be corrected within 30 days.

20. Governmental entities are exempt from paying the application fee in paragraph 2., are exempt from liability insurance requirements in paragraph 7., are exempt from the bond requirement in paragraph 10. and are exempt from paying the fees in paragraph 16.

21. Water, Sewer and Fire Protection Authorities are exempt from paying the application fee in paragraph 2., are exempt from the bond requirement in paragraph 10. and are exempt from paying the fees in paragraph 16.

22. This policy shall take effect on September 1, 2006.

23. This policy does not apply to subdivisions where sewer lines are already in existence at the time the subdivision is approved by the County Commission and the rights-of-way are dedicated to public use.

24. District Commissioner's signature for informational purposes only.
(Rev. 6-11-2008).

Madison County Public Works Sewer Line Review

Sewer Location: _____

Address: _____

Engineering Firm: _____

Address: _____

Contact Person: _____ Phone: _____

Owner: _____

Address: _____

Contact Person: _____ Phone: _____

Contractor: _____

Address: _____

Contact Person: _____ Phone: _____

Comments: _____

Date Approved: _____ Approved By: _____

Application Fee: _____ Annual Fee: _____

Paid By: Check # _____ Cash: _____

INDEMNIFICATION AGREEMENT

_____ (insert legal name) (“Sewer Owner”), whose address is _____ (insert full address) agrees to indemnify and save harmless Madison County, Alabama, the Madison County Commission, individual members of the Madison County Commission and any agents, officers or employees of the Madison County Commission (collectively, “Madison County”) against all loss and damage, including damage to person or property, arising from any act by, or negligence of, the owner or its contractors or subcontractors or the officers, agents or employees of either while in or about any right-of-way or easement owned by Madison County, Alabama, or arising from any activity within any right-of-way or easement owned by Madison County related to installation, maintenance or operation of a sanitary sewer system, or any component thereof, within the right-of-way or easement or arising from any accident or any injury not caused by any act of Madison County.

In performing any work within the right-of-way or easement related to installation, maintenance or operation of a sanitary sewer, or component thereof,, Sewer Owner will conform to and observe all laws applicable to such work and will further protect all buildings and other adjacent property to the extent required by such laws, ordinances, building codes, rules and regulations and, at all times, will keep Madison County indemnified against and discharged of any charge or liability in favor of the owners or occupants of such adjacent premises arising out of such operations by Sewer Owner and will pay and discharge all liability and damages occasioned to any person or persons resulting from such installation, operation or maintenance of any sewer system, or component thereof, within any right-of-way or easement owned by Madison County.

If Madison County, in the enforcement of any part of this Indemnification Agreement, shall incur necessary expenses or become obligated to pay attorneys’ fees or court costs, Sewer Owner agrees to reimburse Madison County attorneys’ fees or costs within ten (10) days after receiving written notice from Madison County of incurring such expenses, costs or obligations.

This Indemnification Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, from this the _____ day of _____, _____.

SIGNATURE

STATE OF ALABAMA
COUNTY OF MADISON

By: _____
Its: _____
Phone Number: _____
Address: _____

Notary Public
My Commission Expires: _____