

Utility Application Agreement

The applicant in applying for this agreement agrees to the following:

1. Applicant shall design, install and maintain its facilities in accordance with the Policies and Procedures for accommodating utilities within highway right-of-way heretofore issued by Sevier County Highway Department.
2. Applicant, before commencing any work or installing any facilities shall submit to the Sevier County Road Superintendent plans showing the location, type and scope of all work to be done or appliances to be installed in order that he may recommend approval of the proposed work.
3. Applicant agrees that it will be responsible for any damages caused by any negligence on its part, including but not limited to the improper placing of or failure to display construction signs, danger signs, and other required signing and will bear any expense proximately caused by its operation on the right-of-way.
 - a.) Nothing in this resolution shall be construed to convey unto the chief administrative officer of the highway department the sole discretion to extend municipal utilities across county lands without the prior express consent of the county legislative body.
4. Applicant shall pay the salary and expenses of any Inspector(s) that the Sevier County Highway Department may see fit to place upon the work. While such Inspector(s) is/are assigned to this work, the Sevier County Highway Department before incurring any expenses expected to be charged to the Applicant shall advise the Applicant in writing of this fact.
5. Applicant shall replace or repair any portion of the pavement, shoulders, bridges, private driveways or any part of said highway which may be disturbed or damaged. Replacement and repairs shall be made in accordance with the Sevier County Highway Department standard specifications for road and bridge construction and additional instructions which may be issued by the Sevier County Highway Department. Applicant agrees that the Sevier County Highway Department may accomplish further replacements or repairs in the event those made by the first party are not satisfactory to the Sevier County Highway Department, in which event the applicant will reimburse Sevier County Highway Department for the cost of such other replacements and repairs. Except in cases of emergency the Sevier County Highway Department shall notify the applicant of the nature and extent of such further replacements or repairs to be accomplished prior to undertaking the work.

6. If, at any future time, it should become necessary in the maintenance, construction or reconstruction of said highway to have applicant's appliances and facilities removed in order that said highway may be properly maintained, constructed or reconstructed or in the event said appliances and facilities should, at any time, interfere with the use of said highway, the applicant agrees upon being requested so to do by Sevier County Highway Department to remove said appliances and facilities as promptly as the magnitude of the work, to be accomplished will permit, at its own expense and without cost to the Sevier County Highway Department, unless any requested removal should be contrary to any law of the state.
7. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the highway right-of way and shall notify the respective owner(s) of any conflicts and secure the owners permission for any alterations.
8. The Sevier County Highway Department does not grant the applicant any right, title, or claim on any highway right-of-way and in granting the permission to go upon the right-of-way does not, in any way, assume the maintenance of the applicant's facility.
9. This agreement shall become void if work is not commenced within a year from the date of execution of this agreement.