

UTILITY RIGHT-OF-WAY MASTER PERMIT

THIS PERMIT is issued this the ___ day of _____, by the City of Charlotte, North Carolina, (hereinafter “City”), to _____, (hereinafter “Utility”).

Pursuant to Article XII of Chapter 19 of the Charlotte City Code, and subject to the terms and conditions set forth herein, this Utility Right-of-Way Master Permit gives the Utility the general right to own Utility Facilities within Rights-of-Way. This Permit does not, however, constitute a permit for any particular installation, maintenance, repair, or removal of a Utility Facility. Specific installations, maintenance, repair, and removal of a Utility Facility shall be subject to the regulatory standards and permit requirements set forth in, and established pursuant to, Article XII of Chapter 19 of the Charlotte City Code.

1. **Definitions.**

“Utility Facility” means a pole, tower, water main or line, sanitary sewer pipe or line, stormwater pipe or structure, gas pipe or gas line, telecommunications line or equipment, power line, conduit, or any like structure.

“Rights-of-Way” means the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane or sidewalk, and associated adjacent land, in which the City has a property interest, whether by easement or fee and regardless of how acquired or established, for public travel and utility purposes. For purposes of this Permit, “Right-of-Way” shall not include property held or acquired primarily for the purpose of the movement of public transit vehicles, including railroad rights-of-way.

2. **Term.** This Permit shall expire on June 30, 20__.

3. **Filing of Information.** Utility shall file with the City, and keep current, the following information:

- a. The name, address, telephone number, fax number and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
- b. Information regarding how to contact the Utility in an emergency.
- c. Certificates of authority to provide utility services from the North Carolina Utilities Commission or other applicable state or federal agency.
- d. Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Utility’s behalf in the Rights-of-Way.
- e. Utility shall file changes or additions to the above required information within fifteen (15) business days following the date on which Utility has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
- f. Utility shall prepare and maintain maps of Utility Facilities located within the City limits. Upon request, Utility shall allow the City to review such maps.

4. **Removal and Relocation.** If at any time the City shall require the removal of or changes in the location of any of Utility’s Utility Facilities located in the Rights-of-Way, Utility shall promptly remove or alter such facilities, in order to conform to the City’s requirement, without any cost to the City.

Notwithstanding the provisions of this section, in the event that Utility and the City have entered into a valid and unexpired agreement governing the removal and/or relocation of Utility Facilities, such agreement shall control.

5. **Abandoned Facilities.** A facility that is not used and maintained by Utility shall be deemed to be abandoned. Upon abandoning a facility, Utility shall either remove the Utility Facility or ask the City for permission to leave the abandoned Utility Facility in place. If the City refuses to allow an abandoned Utility Facility to be left in place, Utility shall remove the Utility Facility within a reasonable period of time as prescribed by the City. The City, its officers, employees, agents, servants, and contractors shall not be liable to Utility for damage to or removal or destruction of an abandoned Utility Facility.
6. **Notification of Sale or Transfer.** Utility shall notify the City of the sale or transfer of title to any Utility Facilities located in the Rights-of-Way within fifteen days of such sale or transfer.
7. **Indemnification.** Utility shall indemnify, defend and hold the City, its officers, and employees harmless from all claims by third parties arising out of the installation, construction, reconstruction, maintenance, repair, ownership, or operation of Utility Facilities by Utility, its officers, employees, contractors, or agents pursuant to this Permit. City shall notify Utility promptly after learning of the existence of any such claim or threatened claim, shall cooperate reasonably in the defense of such claim, and, provided that Utility has undertaken and is maintaining defense of such claim, shall not settle or compromise such claim without the prior written consent of Utility, which consent shall not be unreasonably withheld.
8. **Insurance.** Utility shall, at its own expense, purchase and maintain for the duration of this agreement Comprehensive General Liability Insurance including coverages for “C” and “U” (Collapse and underground property damage) and contractual liability assumed under this Permit. Such policy or policies of insurance shall be for limits not less than \$2,000,000 bodily injury and property damage liability and will be subject to future review and adjustment at the request of the City. Certificates of Insurance shall be furnished to the City containing the provision that 30 days written notice will be given to the City prior to cancellation or change in the required coverage. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance from the North Carolina Department of Insurance or other documentation shall be furnished. The provision of such insurance shall in no way replace or otherwise limit the obligation to indemnify and defend as set forth in paragraph 7.
9. **Permit Subject to Exercise of Police Powers.** All rights and privileges granted herein are subject to the police powers of the City and its rights to make laws and regulations, including the right to require one or more franchises.
10. **Non-Assignability.** This Permit may not be transferred or assigned.
11. **Agreement with and Acceptance of Terms.** By accepting this Permit and exercising the rights granted herein, Utility agrees to and is hereby bound by the terms of the Permit.

CITY OF CHARLOTTE, NORTH CAROLINA
BY:

Director of the Charlotte Department of Transportation

ACCEPTED:*

Signature _____

Name: _____

Title: _____

Date: _____

*** This Permit is not valid until accepted.**