

Town of North Hero, Vermont
Water Department

Private Water Line Transfer and Acceptance Policy

Criteria for acceptance of existing private waterlines:

1. Main distribution water line must be a minimum four inches in diameter.
2. A minimum of five current waters users must be on the distribution line.
3. Main distribution water line must follow a maintained road that has deeded Access. No lines with sections through the woods, swamps or fields will be accepted.
4. The North Hero Water Board will not accept any private lines that show signs of poor workmen ship or inferior quality parts. This may be indicated by past knowledge of the project or repetitive leaks requiring maintenance.
- 5 .The Water Department will make a review of the private water line to insure a proper number and placement of required distribution parts such as blow offs, gate valves, curb stops and protective cement barrier post. The Water Board may require the passing of a pressure/leak test and/or a bacteriological test conducted by the Water Department. A list will be provided to the private owners on any repairs or enhancement needing to be corrected before town transfer.
6. All private members will have to agree to turn over ownership of the entire main water line and provide The North Hero Water Department with the required easements. Failure of an individual or individuals to agree to the above will result in the North Hero Board not accepting the line.
7. The North Hero Water Department will not acquire ownership of a new private line that has been in service less than 2 years. This section is to protect the Town from inferior workmanship, parts or other initial problems that should be worked out with the private excavator.
8. The North Hero Water Board will need an official public board meeting vote to accept or not accept the private line. The Board may choose to not accept a private water line based on the above criteria.
9. Waterline must meet all State specifications.
10. Water Board has the ability to use discretion on all of the above.

Required actions by the Private Water Line Owners

The private neighborhood will be responsible for the cost of all the following required items:

1. An easement drawing indicating the assigned easements giving the North Hero Water Department the right to access the line for repair and maintenance. Additionally, an engineer drawing including as-built drawings showing swing ties to curb stop, gate valves, blow offs, the type and size of the waterline and the location of all service connections must be provided. The easement will be a minimum of 25 feet in width. The Town of North Hero will provide the easement format.
2. Cost of any required repairs or enhancements that need to be corrected by the private water line owners before transfer to the North Hero Water Department.
3. Any legal fees related to this process.
4. Provide the North Hero Water Board with all the required paper work.
5. Sign the water line transfer request form included on the following pages.
6. Each property owner must sign a separate Easement Deed included on the following pages.
7. The North Hero Water Board has the ability to use discretion on all of the above.

The Town of North Hero's receipt of easement documents or letters stating the private line is transferred to the Town does not constitute transfer. The Water Board must officially vote to accept transfer or not to accept transfer.

The North Hero Water Board and Private water line owner's agrees to the following when the Town assumes ownership of a private line.

1. The Water department will repair and maintain the main line, blow offs, curb stops, gate valves and protective cement barrier post.
2. All repairs from the curb stop to the house will be the homeowners' responsibility and repaired at the homeowners' expense.
3. The North Hero Water Department shall not be liable for injury, loss or damage of whatever nature occasioned by the failure to maintain a constant uniform pressure in the water mains or for damages occasioned by or growing out of stoppage of water by .frost or other causes.
4. The private neighborhood gives up the right to receive any rebate money for future users on the line.

This entire document must be attached to the easement package and agreed to by the private line owners.

We the following have read and agree to the Town of North Hero Water Department Private Water Line Transfer and Acceptance Policy and request the transfer of the following private water line:

- | | |
|--------------------|-----------------------|
| 1. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 2. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 3. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 4. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 5. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 6. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 7. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 8. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 9. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |
| 10. Signature_____ | Property Tax ID#_____ |
| Printed Name_____ | Date_____ |

All property owners along the private water line must sign.

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTES, that we _____ of _____ in the County of _____ and State of Vermont, and _____ of _____ in the County of _____ and State of Vermont (herein "Grantors"), in consideration of One Dollars and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, paid to our full satisfaction by the Town of North Hero, a municipal corporation, Grand Isle County and State of Vermont (herein "Grantee"), hereby freely give, grant and convey unto the said Grantee, and its successors and assigns forever, a permanent and exclusive easement to enter upon certain lands and premises in the Town of North Hero, Grand Isle County and State of Vermont for the purpose of installing, construction, inspecting, maintaining, repairing and replacing water transmission lines and appurtenances, under the following terms and conditions:

1. The duration of the easement and rights granted hereunder shall be perpetual, but shall expire at such time as the Grantee or any successor or assigns thereof shall cease to use such easement as an integral part of its public water supply system.
2. The location of the easement granted hereunder shall be as depicted on the plan attached hereto and identified as _____, which plan is about to be recorded herewith in the Land Records of the Town of North Hero and in the official records of the Grantee. Said easement shall be twenty five feet in width at all points, the centerline of which shall be the waterline to be constructed within said easement.
3. In addition to the permanent easement granted hereunder, the Grantee shall have the right to enter temporarily upon lands of the Grantors adjacent thereto for the purpose of construction, repairing and replacing improvements therein.
4. Following any excavation of our construction within the identified easement area or adjacent lands, Grantee shall restore the surface to a presentable condition.
5. Grantor shall not construct or maintain any subsurface improvements in conflict with the most recent State of Vermont Environmental Protection Rules, Chapter 21, Water Supply Rules, Appendix A Vermont Standards for Water System Design, Construction, and Protection dated September 24, 1992. Further, Grantor shall not permit the construction of any structures within the identified easement area.
6. Grantors shall have the right to make and maintain a maximum of ____ single family domestic service connections to the water transmission line of Grantee to be installed within the identified easement area. Each of such connections shall be dedicated to an individual residence, and shall not be extended or divided. The cost of making physical connections shall be borne by the Grantor.

7. Grantee shall indemnify and hold Grantors harmless from any claim or damage arising out of Grantee's exercise of the rights granted herein.
8. In addition to the connections contemplated under paragraph (6), Grantor shall be entitled to make further connections for the benefit of adjacent lands of the Grantor, subject to availability of reserve capacity and further subject to the anticipated needs of the Grantee.

TO HAVE AND TO HOLD the easements and rights granted herein to the Grantee, and its successors and assigns forever. The herein Grantor hereby covenant with the herein Grantee and its successors and assigns that they are lawfully seized of the herein granted premises, that they have full right and title therein and to convey therein in the manner aforesaid, and that, and their heirs and assigns shall fully warrant and defend them against all encumbrances.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ___ day of _____, 20__.

IN THE PRESENCE OF:

_____, (LS)
 Witness to both

_____, (LS)
 Witness to both

STATE OF VERMONT
 GRAND ISLE COUNTY, SS.

At the Town of North Hero, this ___ day of _____, 20__, personally appeared _____ and _____ and they acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____
 Notary Public

Policy (Water Easement Deed Section) Amended: September 12, 2006
 Policy Amended: November 18, 2010 (Water Board minutes of November 18, 2010 will reflect this decision.)