

Request for Winter Maintenance via Rural Public Street Easement

Name of Subdivision _____ Date of Application _____ Date (year) of Road Completion _____

Name of Road Association _____ Incorporated? _____ Y or N Name of Association President _____

Name of Designated Liaison _____ Address _____ Phone # _____ e-mail _____

Liaison information to be updated on September 1st of each year hereafter.

Complete for all Roads

Length of roadway in feet _____ ft.
 4 or more of Year Round Dwellings _____ Y or N
 20' Easement _____ Y or N
 Road travel Portion 10' with a total of 18' _____ Y or N
 6" Gravel Base _____ Y or N
 13.5' Overhead Clearance _____ Y or N

Complete for Roads Constructed After October 1,1998

Have at least 75% of proposed dwellings received Cert. of Occupancy? _____ Y or N

Specs and Conditions	Required for Rural Public Easement Street	Provided for this Road?	Compliant Y or N
A. Minimum width right of way ¹	50 ft ⁵	_____ ft.	_____
B. Minimum grade	1 percent	_____ %	_____
C. Maximum grade	10 percent ³	_____ %	_____
D. Maximum grade within 75 ft of intersection	3 percent	_____ %	_____
E. Width of shoulders on each side	2 ft (gravel)	_____ ft.	_____
F. Minimum travel way width	18 ft	_____ ft.	_____
G. Aggregate sub-base course gravel	15 inches	_____ inches	_____
H. Aggregate upper base crushed gravel	3 inches	_____ inches	_____
I. Bituminous paving	3-1/4 inches	_____ inches	_____
Roads constructed prior to 2010	3 inches	_____ inches	_____
J. Minimum curb radii:			
90 degree intersections	15 ft	_____ ft.	_____
Less than 90 degrees	20 ft	_____ ft.	_____
K. Minimum dwelling units	11	_____ units	_____
L. Maximum dwelling units	25	_____ units	_____

1 Where road grading extends beyond the specified right of way width, the right of way shall be widened at that location to include the areas of extended grading
 2 Increase to 1 percent grade with open drainage system
 3 Road sections of less than 500 feet length can add 2 percent to the maximum grade provided that such sections are separated by a minimum distance of 500 feet and do not exceed the limitations of Section 401.13.16.A.5 for horizontal curvature of the road.
 4 Streets serving more than 100 homes shall meet the sub-collector standards with four (4 in) inch pavement per Section 401.13.16 C.2.
 5 Upgrades of existing roads under Section 401.13.16.7 may be done on a "three-rod road" with a right of way measuring 49.5 feet. [Adopted 5-17-2011]

Checklist for all Requests

- Recorded public easement (One signed by each property owner (all for each lot if multiple owners) if Assoc. is not incorporated) 2.2.C
- General Release providing Town access to the road. (One signed by each property owner if Assoc. is not incorporated) 2.2.D
- Hold harmless agreement (One signed by each property owner if Assoc. is not incorporated) 2.2.E
- Public Works Director Certification 2.2.F
- Scaled site plan depicting layout of road 2.2.G
- Written Recommendations of 2.2.J
 - Public Works Director
 - Town Engineer

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Incorporated Road Association Agreement

I, _____, as _____ and authorized signatory of the _____ on behalf
NAME TITLE ROAD ASSOCIATION NAME
of the Association, agree to the following:

All costs associated with each public easement road acceptance shall be borne by the Road Association and property owners. Said costs may include public easement recording fee, published notices and others costs deemed by the Town Council;

Maintenance services covered under this policy shall consist only of snowplowing and road sanding. The provision of required materials: road sand and road salt is implied by this policy. All other maintenance aspects, materials and requirements of public easement roads accepted are the responsibility of the Road Association and its members, including road grading. The Town does not assume or accept liability for any defects in or lack of repair to public easements;

If a public easement's traveled portion is paved, the public easement road association and abutting property owners agree the Town assumes no responsibility for damages or injury to the paved surface;

For public easement road acceptance, and road maintenance, each Road Association recognizes the Town of Gray's responsibilities shall be limited to the scope of this policy and to hold the Town harmless regarding any liability for any negligent damage to property: including but not limited to: driveways, mail boxes, lawns, trees, curbing, shrubs or property markers. Each Road Association or individual benefiting agrees to hold the Town of Gray, its officers, agents and employees harmless.

And agrees to be bound by all provisions as applicable in Chapter 400, the Gray Street Ordinance.

PRINT NAME

SIGNATURE

DATE

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Non Incorporated Road Association Agreement

Must be signed by each (if more than one per lot) individual property owner .

I, _____, as property owner in the _____ subdivision and a member of the
NAME SOBDIVISION BAMEE

_____ agree to the following:
ROAD ASSOCIATION NAME

All costs associated with each public easement road acceptance shall be borne by the Road Association and property owners. Said costs may include public easement recording fee, published notices and others costs deemed by the Town Council;

Maintenance services covered under this policy shall consist only of snowplowing and road sanding. The provision of required materials: road sand and road salt is implied by this policy. All other maintenance aspects, materials and requirements of public easement roads accepted are the responsibility of the Road Association and its members, including road grading. The Town does not assume or accept liability for any defects in or lack of repair to public easements;

If a public easement's traveled portion is paved, the public easement road association and abutting property owners agree the Town assumes no responsibility for damages or injury to the paved surface;

For public easement road acceptance, and road maintenance, each Road Association recognizes the Town of Gray's responsibilities shall be limited to the scope of this policy and to hold the Town harmless regarding any liability for any negligent damage to property: including but not limited to: driveways, mail boxes, lawns, trees, curbing, shrubs or property markers. Each Road Association or individual benefiting agrees to hold the Town of Gray, its officers, agents and employees harmless.

And agrees to be bound by all provisions as applicable in Chapter 400, the Gray Street Ordinance.

PRINT NAME

ADDRESS

MAP LOT #

SIGNATURE

DATE

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TOWN OF GRAY

INDIVIDUAL PRIVATE PROPERTY OWNER GRANT OF RIGHTS AND RELEASE

In consideration of possible public easement maintenance by the Town and in acknowledgement of the terms of the "Town of Gray Public Easement Road Policy" (hereinafter "Policy") as approved by the Gray Town Council on September 1, 1998, as the same may be revised from time to time, I/we, the undersigned owner(s) of a property located in Gray on _____, an unaccepted road in Gray, do hereby represent that I/we own a portion or all of said road and/or have the right to pass over said road and/or that public easement exists in said road or, if not, then I/we hereby make the necessary grant or dedication to the Town of Gray to create such a public easement in that portion of the road over which I/we have control, without claim for money damages. I/we recognize that the Town of Gray will obtain by this instrument certain rights, but not obligations, contained in the Policy, and I/we do hereby release, defend and hold harmless the Town of Gray, its officers, agents and employees regarding any and all liability for personal injury and damage (other than that caused by bad faith or intentional misconduct) to property including, without limitation, driveways, mail boxes, lawns, fencing, ornaments, trees, curbing, shrubs or property markers. I/we do further grant permission to the Town of Gray, its officers, agents and employees to enter upon said road with persons and machines for the purpose of performing maintenance on said road.

I/we have read and understand this document and sign it with full knowledge of its significance on this ____ day of _____, 20 ____.

Signature of Property Owner Signature of Property Owner

Printed Name of Property Owner Printed Name of Property Owner

STATE OF MAINE

Cumberland, ss.

_____, 20____

Personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me,

Notary Public / Attorney at Law

Print Name

Town Atty Dale lined 10-31-11
PUBLIC EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that _____, a Maine incorporated road association with a principal place of business in Gray, County of Cumberland, State of Maine and a mailing address of _____, Gray, Maine 04039 (“Grantor”), does hereby grant to the TOWN OF GRAY, a municipal corporation existing under the laws of the State of Maine with a mailing address of 24 Main Street Maine 04039 (“Town”), its successors and assigns, with warranty covenants, a public easement for the purposes of winter maintenance on _____ in the _____ Subdivision, in the Town of Gray, County of Cumberland, and State of Maine, all as more particularly described as “Easement Area” on Exhibit A attached hereto and incorporated herein, together with the perpetual right, but not the obligation, to enter at any and all times with persons and machines upon said Easement Area, with the right, but not the obligation, to conduct winter maintenance including sanding, salting and plowing the roadway per the terms of the ”Gray Street Ordinance Sections 2.2, and 2.3 or 2.4” as applicable per “Exhibit B.” When any such winter maintenance is undertaken by the Town or its agent(s), the work shall be performed in a reasonably workmanlike manner and at the Town’s sole expense; provided, however, nothing herein shall obligate the Town or its agent(s) to perform any such winter maintenance if it elects in its sole discretion not to do so and notifies the Grantor herein reasonably in advance .

Grantor agrees and covenants for itself, its successors and assigns, not to construct or erect or cause or allow to be constructed or erected any building, structure or other obstruction within the limits of the Easement Area herein conveyed.

IN WITNESS WHEREOF, _____, _____ of the said Grantor, has hereunto set his/her hand and seal this ____ day of _____, 20__.

Witness

By: _____
Its: _____, duly authorized

STATE OF MAINE

CUMBERLAND, ss.

_____, 20__

Personally appeared before me the above-named _____, _____ of _____, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of _____.

Attorney at law/Notary Public

Print Name

EXHIBIT A
EASEMENT AREA

PLEASE PROVIDE LEGAL DESCRIPTION AND SURVEY OF ROADWAY

EXHIBIT B

CHAPTER 400 GRAY STREET ORDINANCE

Section 2.2 Public Easement for Winter Maintenance

Roads proposed for winter maintenance under a public easement shall meet the following criteria:

- A. Requests for public easement road acceptance shall be made in writing to the Town Manager by the road association president.
- B. Each respective road or homeowners association shall be incorporated, unless all property owners sign an individual public road easement and a hold harmless release.
- C. Each respective road association and each individual property owner if required shall grant a recorded public easement.
- D. Each respective road association and each individual property owner if required shall sign a general release to the Town granting permission to enter upon the road and to perform maintenance.
- E. Each respective road association and each individual property owner if required shall agree and sign to hold the Town harmless for any damages that may be caused in the process of providing maintenance services.
- F. The traveled portion of the road shall be adequately maintained in good repair by the respective road association as determined by the Town's Public Work's Director.
- G. There shall be adequate vehicle and plow turnaround(s).
- H. All costs associated with each public easement road acceptance shall be borne by the respective road association and property owners. Said costs may include public easement recording fee, published notices and others costs deemed by the Town Council.
- I. Upon written application to the Town Council and demonstration of extraordinary circumstances the Town Council has sole authority to waive or modify requirement of the road adoption criteria.
- J. Accompanying each road association request for acceptance shall be separate, written recommendations by the Public Works Director and Town Engineer either supporting or not supporting public easement acceptance and their reasoning for the recommendation. A copy of the request and recommendations shall be forwarded to the Town Planner for notification purpose prior to public easement acceptance.
- K. In order to provide an efficient and workable relationship between the Town and the road associations, each respective road association president or designee shall be the liaison between the Town and road association. Each road association is responsible to inform the Town Manager, in writing, identifying their respective association president or designee, address and telephone number by September 1st of each respective year.
- L. Maintenance services covered under this policy shall consist only of snowplowing and road sanding. The provision of required materials: road sand and road salt is implied by this policy. All other maintenance aspects, materials and requirements of public easement roads accepted are the responsibility of the road association and its members, including road grading. The Town does not assume or accept liability for any defects in or lack of repair to public easements.

M. If a public easement's traveled portion is paved, the public easement road association and abutting property owners agree the Town assumes no responsibility for damages or injury to the paved surface.

N. For public easement road acceptance and road maintenance, each road association recognizes the Town of Gray responsibilities shall be limited to the scope of this policy and to hold the Town harmless regarding any liability for any negligent damage to property: including but not limited to: driveways, mail boxes, lawns, trees, curbing, shrubs or property markers. Each road association or individual benefiting agrees to hold the Town of Gray, its officers, agents and employees harmless. This clause does not mean or intend to hold harmless private contractors for their negligent acts.

O. If the Public Works Director determines that an emergency exists on any public easement way due to heavy snowfall and/or narrowing of the travel ways due to snow banks, the Public Works Director and the Town Manager may take such additional snow plowing and/or removal action as he reasonably deems fit to abate the emergency. The Public Works Director shall keep accurate financial records of any such emergency work and report the same to the Town Manager at least monthly.

Section 2.3 Public Easement for Winter Maintenance Standards for Pre-1998 Roads

In addition to the requirements of Section 2.2 above, roads proposed for winter maintenance under a public easement that were constructed before October 1, 1998 shall meet the following standards:

A. There shall be at least four (4) year around dwellings served on the road under consideration.

B. An easement of at least twenty (20 ft) feet in width shall be provided.

C. The traveled portion of the road must be at least ten (10 ft) feet in width with an overall clearance width of eighteen (18ft) feet.

D. The traveled portion of the road shall have an adequate gravel base with a minimum depth of six (6 in) inches.

E. The traveled portion of the road's overhead clearance shall be a minimum of thirteen and half (13½ ft) feet.

Section 2.4 Public Easement for Winter Maintenance Standards for Post-1998 Roads

In addition to the requirements of Section 2.2 above, roads proposed for winter maintenance under a public easement that were constructed after October 1, 1998 shall meet the following standards:

A. The road must meet all standards of the Subdivision Ordinance for Rural Public Easement Streets or Rural Public Streets, including paving. Rural Public Streets will not be fully accepted under Section 2.5 below unless they provide public benefits indicated in Section 2.1 A above, but they will be eligible for winter maintenance public easements.

B. No public easement may be submitted for acceptance unless at least seventy-five (75%) percent of the housing units on that street or within that subdivision phase have received their certificates of occupancy.

IDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned Incorporated Road Association, _____ and the property owner(s) of _____ Subdivision, hereinafter "Indemnitor" do hereby grant to the Town of Gray, Maine, a municipal corporation, hereinafter called the "Town" on this _____ day of _____ 20____, the following:

WHEREAS, Indemnitor desires to have the Town provide winter road maintenance on

_____ located in the _____ Subdivision

NOW, THEREFORE, in consideration of the Town’s possibly providing winter maintenance services on the above referenced roadway(s), the, Indemnitor agrees to Indemnify and hold harmless the Town, its officers, agents and employees from any claims and liability which may be made against the Town, or any of them, for any damages that may be caused in the process of providing, or failing to provide, winter road maintenance services.

Indemnitor agrees to reimburse the Town for any necessary expenses, attorney’s fees, or costs arising in any way under this Indemnity Agreement.

Road Association Designee _____
Print Sign Date

Property Owner _____
Print Sign Address Date

If Road Association is not incorporated, each property owner in the Subdivision must sign this agreement

Witness
By: _____
Its: _____, duly authorized

STATE OF MAINE
CUMBERLAND, ss. _____, 20__

Personally appeared before me the above-named _____, _____ of _____, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of _____.

Notary Public/Attorney at Law Print Name

Winter Maintenance Application
Public Works Director Determination of Adequate Condition

Name of Subdivision _____

Name of Road Association _____

Name of Road(s) _____

I have inspected the above referenced roadway(s) and find it / them in acceptable condition per the Gray Street Ordinance for the approval of winter maintenance by the Gray Public Works Department.

I have inspected the above referenced roadway(s) and find it / them to be NOT in acceptable condition per the Gray Street Ordinance for the approval of winter maintenance by the Gray Public Works Department. The deficiencies are:

The following mitigation actions are required:

Steve Lavallee
Public Works Director

Date _____

Winter Maintenance Application
Public Works Director Determination of Adequate Condition

Name of Subdivision _____

Name of Road Association _____

Name of Road(s) _____

I recommend the above referenced roadway(s) for approval of winter maintenance by the Town of Gray

I do NOT recommend the above referenced roadway(s) for approval of winter maintenance by the Town of Gray for the following reasons:

Steve Lavallee
Public Works Director

Date _____

Winter Maintenance Application
Consulting Engineer Determination of Adequate Condition

Name of Subdivision _____

Name of Road Association _____

Name of Road(s) _____

I recommend the above referenced roadway(s) for approval of winter maintenance by the Town of Gray

I do NOT recommend the above referenced roadway(s) for approval of winter maintenance by the Town of Gray for the following reasons:

Consulting Engineer

Printed Name

Date _____

Signature