

Interlaken Town

SITE DISTURBANCE AGREEMENT

A. Permit Required. A Town of Interlaken Site Disturbance Permit is required before any person or entity may landscape, excavate, grub and clear, grade, or perform any type of construction activity that will disrupt or cause a change in the natural landscape or increase impervious surfaces upon any parcel of property located in the Town. No excavating shall be done further than is necessary to place the lot on grade or for building a dwelling and /or garage. Excavation or saw cutting requirements and specifications are provided in a separate document.

B. Exemptions. The following activities are exempt from the permit requirements of this Chapter:

1. Actions by a public utility, the Town, or any other governmental entity to remove or alleviate an emergency condition, including the restoration of utility service or the reopening of a public thoroughfare to traffic;
2. Actions by any other person when the Town determines, and documents in writing, that the actions are necessary to remove or alleviate an emergency condition;
3. Construction activities disturbing less than 200 square feet of land and surface area;
4. Residential landscaping and gardening activities disturbing less 100 square feet of land surface area;
5. Town of Interlaken capital improvement projects, provided that site disturbance control measures are included in the bid specifications and plans for the special improvement project.

C. Special Considerations. When residential landscaping and gardening activities disturbs an excess of 100 square feet of land, the town council may consider a waiver of some of the conditions listed below as requirements of the Site Disturbance Agreement. The applicant must apply for a waiver to the town council, and the council will consider the request as part of their regular business at a regularly scheduled town council meeting.

Refer to Title 09 “Building and Construction,” Chapter 9.05, of the Interlaken Town Municipal Code for more information about the site disturbance permit.

The applicant must agree to the following policies and conditions prior to Interlaken Town granting approval for their request to disturb the natural landscape or increase impervious surfaces upon any parcel of property located in the Town.

1. Ardurra Engineers is the Interlaken Town Engineer and will review all permit applications and make recommendations to the Town Council. No permits will be approved until the plan is reviewed and signed by Interlaken Town’s authorized representatives.
2. A policy of liability insurance must be obtained by the applicant, naming Interlaken Town as coinsured, insuring against liability for property damage and personal injury in an amount not less than 1 million (1,000,000.00) which may result from road conditions created by the encroachment/cut. No road restoration permit shall be issued until the policy or a valid binder therefore has been delivered to the Interlaken Town Clerk.
3. The applicant will provide a site plan and engineering survey if grade of land being disturbed is over a 10% slope, must be submitted to the Interlaken Town Clerk. This is to ensure compliance with the Land Use and Building Ordinances of Interlaken Town.
4. The applicant agrees to conform to all Land Use and Building Ordinances of Interlaken Town and the requirements in this agreement.
5. The applicant agrees to complete a location request with Blue Stakes of Utah to identify existing underground utilities, including but not limited to, the Interlaken water system, that

- could be affected by work in the road right-of-way. Failure to do so could result in fines and repair costs.
6. The applicant will provide a suitable toilet on-site or will provide the workers access to the facilities in a home prior to the work beginning.
 7. The applicant shall utilize appropriate traffic signs, markers, and procedures in all construction activities as defined on the approved traffic control plan and in the Federal "Manual of Uniform Traffic Control Devices".
 8. A suitable closed trash container or dumpster will be on site as soon as the building phase begins to produce trash. All dumpsters and containers will be covered with a mesh cover (blanket) to prevent the spread of debris. The applicant is responsible for any trash that leaves the property due to wind or to negligence by the workers. **No construction debris is to be put in the community dumpster located at the Interlaken Town dumpster site on Luzern Rd . Per the Interlaken Town Ordinances, a \$500.00 fine will be imposed on the Property Owner for any violations.**
 9. Unless appropriate traffic control measures are utilized, vehicles must be parked off the road. No work shall take place in the 33-foot road right-of-way from November 1st through April 1st that interferes with snow removal activities. No unattended vehicles or equipment or any obstacles shall be placed in the road right-of-way during these months. Vehicles or equipment left in the road right-of-way may be removed at the owner's expense, as specified in Interlaken Municipal Ordinance "Title 06 Town Streets," available on the town website: <http://www.town-of-interlaken.com/>. Neither the toilet nor the dumpster will be located in the road right-of-way.
 10. The applicant shall take precautions to prevent damage to the pavement and shoulder surfaces at all times. Paved and shoulder surfaces outside the work area shall also be protected. The operation of steel tracked equipment or the placement of steel outriggers/stabilizers in direct contact with the pavement surface shall be prohibited. To avoid unnecessary damage to paved surfaces backhoes and track equipment should use rubber cleats or paving pads. Any damage to the paved or shoulder surfaces shall be repaired to the satisfaction of the Inspector at the applicant's expense.
 11. A Road Impact Fee and Damage deposit applies to projects that make significant use of the town's roads. The impact fee and damage deposit must be paid prior to the town's approval of the plans. Contact the town administrator to assess what fees and deposits are applicable. The deposit refund amount will be determined by assessing any damage to done to the town's road system, including, but not limited to, the asphalt surface, shoulder areas, guardrails, or any additional property located in the town's 33 foot wide right of way, as well as town signage, damage due to erosion and surface destabilization, movement of material located in the shoulder areas, and other damage inflicted on municipal property or personal property located within Interlaken caused by the construction effort. The deposit amount will be assessed and released once construction has completed and a Certificate of Occupancy has been issued.
 12. Environmental Control: a) Dust and debris will be controlled at all times. b) Noise will be kept down so as not to become a nuisance. c) Clean up will require the removal of all equipment, material, barricades and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their proper contour. The street will need to be vacuumed and/or swept in order to restore the surfaces and surrounding surfaces to their clean condition by the end of the workday. The applicant will be fined \$500.00 per occurrence for failure to keep the Interlaken Town Roads clear of debris.
 13. New construction applications require a certified staked survey that is dated within 5 years of the application.
 14. All road modification work will be completed by the completion date specified in this agreement. If the work is not completed satisfactorily by this date, the Town reserves the right to complete the work using it's own contract labor. The cost of this work will be deducted from the owner's road damage deposit along with a \$500 service fee.

15. Failure to Comply In the event of failure on the part of any person, firm, public utility, or corporation to comply fully with the provisions of Interlaken Town Ordinances, enforcement authorities of Interlaken Town are authorized to: a) Initiate action by citation and/or proceed to forfeit bonds; b) Under conditions which create an immediate hazard to public health or safety, to require the responsible entity to immediately repair or remove the hazard from the right-of-way and require the responsible entity to bear all costs of the repair or removal plus 15%, or c) Under conditions which do not create an immediate hazard to public health or safety give written notice to the responsible entity to repair or remove such hazard from the right-of-way. Such notice may be served either by personal service or by mailing the notice to the responsible entity by registered mail and posting by copy thereof on such hazard for a period for 5 days. If such hazard is not removed within 5 days after the notice is complete, the Town may remove the same at the expense of the person, firm, or corporation and recover costs and expenses, and also liquidated damages in the amount of \$100 for each day the hazard remained within the right of way after notice was served and d) Immediately rescind any pre-qualification which may have previously been granted.

Please read and sign the agreement on the following page. See the **Interlaken Fee Schedule** for a list for fees and deposits for road right of way work. Submit it with a check made out to Interlaken Town for the Interlaken fees and deposits to:

Bart Smith, Interlaken Town Administrator
(435) 565-3812
interlakenclerk@gmail.com
P.O. Box 1256
Midway, UT 84049

The undersigned responsible party agrees to the policies and conditions of the Interlaken Site Disturbance Agreement.

Excavation Contractor

I HEREBY certify that I have read and examined this application and knowing the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or performance of construction and that I make this statement under penalty of perjury.

Contractor Name: _____

Signature: _____

Mailing Address: _____

Phone Contact: _____

Email Address: _____

Lot # _____ Interlaken Address: _____

Date: _____

Description of Work:

Completion Date _____

Receipt of Payment

Name: _____

Interlaken Title: _____

Signature _____ for Interlaken Town having

Received check # _____ for the amount of \$ _____ on

_____ (date).

Interlaken Town Fee Schedule

Site Disturbance Agreement

<u>Fee Description:</u>	<u>Amount:</u>
Interlaken Permit Application Fee	\$150
TO Engineers Inspection Fee	\$250
Road Impact Fee (if applicable)	\$3500
Road Damage Deposit (refundable)	\$4000
Completion Deposit (refundable)	\$2000
<hr/> Total Amount	<hr/> \$9900

Payable to **Interlaken Town** - due upon submission of this agreement.

Mail check to:
Interlaken Town
P.O. Box 1256
Midway, UT 84049