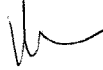


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/09/18

AGENDA ITEM:	
Interlocal agreement with PUD for services to design and to construct a joint utility trench for undergrounding power and communication utilities for the First Street Bypass project.	
PREPARED BY:	DIRECTOR APPROVAL:
Steve Miller, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
PUD Interlocal Agreement PUD Estimate Letter RCW 35.99.060	
BUDGET CODE:	AMOUNT:
30500030.563000, R0901	\$ 1,074,799.00
SUMMARY:	
As part of the First Street Bypass project, City staff have coordinated with PUD staff to develop an interlocal agreement (ILA) for proposed services to design and construct a joint utility trench (JUT) to underground power and communication utilities on First Street from State Avenue to Alder Avenue. As part of the work, the existing power services will be relocated from the existing overhead system to the underground JUT. Converting the existing overhead system to an underground system will provide the new gateway with an enhanced appearance suitable for an arterial, and will provide a secure environment to locate and maintain power and communication utilities. As part of the agreement, the City will reimburse PUD for costs necessary to convert the utilities from overhead to underground, in accordance with RCW 35.99.060(3b). Included in the PUD estimate is a credit in the amount of \$97,000 representing the cost of a typical aerial relocate of their facilities, which would have been otherwise required under RCW 35.99.060(1).	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Interlocal Agreement with PUD, for services estimated in the amount of \$1,074,799.00 to design and construct the joint utility trench to underground power and communication utilities for the First Street Bypass project.

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND THE CITY OF MARYSVILLE, GOVERNING THE *FIRST STREET BYPASS*
PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2018, by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (the “District”), and the City of Marysville, a Washington municipal corporation (the “City”). The District and the City are also referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

- A. The City is close to completing the design of the First Street Bypass Project (“Project” or “First Street Bypass Project”), along First Street from the vicinity of State Avenue to the vicinity of 47th Avenue NE, Marysville, Washington. The roadway improvements include widening of First Street from State Avenue to Alder Avenue, as well as the construction of a new extension of First Avenue from Alder Avenue to 47th Avenue NE.
- B. As part of the Project, the City requires the utilities present along this corridor to replace their existing overhead systems with underground systems.
- C. To facilitate the conversion of the existing overhead systems, the City has requested that the District design and install an underground conduit and vault system for the District’s electrical facilities and other utilities.
- D. In exchange for the Services provided by the District in accordance with the terms and conditions of this Agreement, the City is willing to pay the District the costs to design the conversions of the District’s overhead system to an underground system and to complete the conversion of its overhead electrical utility system to an underground electrical utility system.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

1. Requirements of Interlocal Cooperation Act

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate planning, designing, constructing and coordinating the City of Marysville’s First Street Bypass Project.

1.3 No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.4 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

1.5 Administrators. Each Party to this Agreement shall designate an individual (an “Administrator”), which may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

District’s Initial Administrator:
Mr. Bryan Gregory
Project Engineer
1802 75th St. SW
Everett, WA 98206

City’s Initial Administrator:
Mr. Steve Miller
Project Manager
80 Columbia Ave
Marysville, WA 98270

Either Party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other Party.

2. **Effective Date and Duration**

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City’s Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Section 11 of this Agreement.

3. **Scope of Work**

3.1 Design of Joint Utility Trench and Underground Electrical Utility System. In accordance with the terms and conditions of this Agreement, the District shall provide the City with a design for the underground conduit and vault system for the District’s electrical facilities and other utilities (“Joint Utility Trench”) and conversion of the District’s overhead electrical utility system to an underground electrical utility system (“Joint Utility Trench and Conversion Plan” or “Plan”), all within the area of the First Street Bypass Project.

3.2 Installation of Joint Utility Trench and Underground Electrical Utility System. In accordance with the terms and conditions of this Agreement, the District shall install and construct

the Joint Utility Trench and complete conversion of the District's overhead electrical utility system to an underground electrical utility system, all within the area of the First Street Bypass Project.

3. **General Provisions**

The Parties agree to the following general provisions:

3.1 **Record Retention.** Each party following completion of the Project shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

3.2 **Sub-Contracting.** The District may, in its sole discretion, hire one or more contractors and/or sub-contractors to perform some or all of its respective Services.

3.3 **Cost Allocation.** The City shall pay the District all costs on a time and materials basis to design and construct the Joint Utility Trench and complete the conversion of District's overhead system to an underground system. The District shall provide the City with a Project Cost Estimate in accordance with Subsection 5.1(A). The City acknowledges that a portion of the accrued design costs will pre-date the execution of this agreement, and agrees to pay those costs.

4. **City Responsibilities**

4.1 **Design Phase.**

A. **Project Details.** Prior to the District starting work under this Agreement, the City shall provide the District with the following information:

- i. The limits of the requested underground conversion work.
- ii. The preliminary project schedule showing advertisement for construction bids and approximate start date for construction of the First Street Bypass Project.
- iii. The electronic drawings for the base map, utilities, and City improvements.

B. **Project Scoping Meeting.** The City shall conduct an initial meeting with the utility companies to discuss scope of work, design details and project schedule for completing the Project.

C. **Design Review Meeting.** The City will conduct a design review meeting with the utility companies to discuss conflicts and changes identified in the District's Joint Utility Trench and Conversion Plan.

D. **Joint Utility Trench and Conversion Plan Approval.** The City shall review and approve or approve with requested changes the District's Joint Utility Trench and Conversion Plan within fifteen (15) working days of receipt of the Plan from the District. If the City does not respond within said time period, the Plan shall be considered approved.

E. Construction Schedule. The City shall review and approve or approve with requested changes the proposed construction schedule provided by the District under Subsection 5.1(A)(ii) within fifteen (15) working days of receipt of the proposed construction schedule from the District. If the City does not respond within said time period, the proposed construction schedule shall be considered approved.

4.2 Construction Phase.

A. Right-of-Way Permit. The City shall issue the District a right-of-way permit within ten (10) working days of the District submitting a complete permit application (including any supporting documentation reasonably required by the City). The City shall waive the permit and inspection fees.

B. Demolition and Removal. The City shall ensure that all required demolition work on private and public property has been completed prior to the District commencing work on the Joint Utility Trench. This includes, but is not limited to, the removal of any structures, vehicles, fences, signs, trees (or other vegetation) that may impact the District's construction effort. The District will not be responsible for any delays to their construction schedule due to the City's failure to remove obstructions that impede the District's construction project.

C. Traffic Control Plans. The City shall review and approve or approve with requested changes the proposed traffic control plans provided by the District under Subsection 5.3 within ten (10) working days of receipt of. If the City does not respond within said time period, the proposed traffic plans shall be considered approved.

D. Final Invoice. Upon completion of construction of the Joint Utility Trench and conversion of District overhead electrical utility system to an underground electrical utility system, the District shall provide the City with a final invoice for the actual costs to carry out and complete said construction. The invoice shall reflect whether the actual costs to complete said construction are more or less than the final Construction Cost Estimate. The City shall pay the sum stated in the invoice to the District within forty-five (45) calendar days from the date of receipt of the final invoice.

5. District Responsibilities

5.1 Design Phase.

A. Project Scoping Meeting. The District shall attend the City's initial scoping meeting referenced in Subsection 4.1(B).

B. Joint Utility Trench and Conversion Plan Review. The District shall provide the City with a preliminary copy of the Joint Utility Trench and Conversion Plan within sixty (60) working days of the meetings described in Subsection 4.1(B) and receiving all of the

information from the City specified in Subsection 4.1(A). The City shall review and approve or approve with requested changes the Plan in accordance with Subsection 4.1(D).

C. Design Review Meeting. The District shall attend the City's design review meeting referenced in Subsection 4.1(C).

D. Final Joint Utility Trench and Conversion Plan. The District shall provide the City with a final Joint Utility Trench and Conversion Plan within thirty (30) working days after the Plan is approved by the City.

E. Project Cost Estimate. The District shall provide a project cost estimate ("Project Cost Estimate") for the District's cost to design, install and construct the Joint Utility Trench and complete the conversion of District overhead electrical utility system to an underground electrical utility system. The Project Cost Estimate shall be detailed and reflect a deduction for the District's construction cost to complete an overhead to overhead relocation of the District's electrical utility system. The District's Project Cost Estimate shall include, but not be limited to the following work:

- i. Design the plans and specifications to construct the Joint Utility Trench and convert the District's overhead electrical utility system to an underground electrical utility system.
- ii. Furnish and install all trenching and conduit for a Joint Utility Trench for undergrounding of District, Frontier, and Comcast facilities.
- iii. Furnish and install all vaults, cables, conductors and electrical equipment for the conversion of District's overhead electrical utility system to an underground electrical utility system, and for the removal of other unnecessary District equipment and facilities.
- iv. Perform necessary cut-over and transfer of existing District customers and facilities to the new underground electrical utility system.
- v. Remove that portion of the overhead electrical utility system superseded by the new underground electrical utility system. This includes removal of associated poles except those locations where the poles are still occupied by other utilities. Removal of poles is the responsibility of the last utility to transfer from the pole.

F. Adjusted Construction Cost Estimate. The District shall provide written notice to the City if additional costs in excess of the Construction Cost Estimate are necessary to complete the construction of the Joint Utility Trench and conversion of District overhead electrical utility system to an underground electrical utility system. The written notice shall specify the additional amount required and the basis for the adjusted Construction Cost Estimate. Within ten (10) business days of receiving said notice, the City shall notify the District in writing whether it agrees to the adjusted Construction Cost Estimate. The City may request a meeting to discuss the adjusted Construction Cost Estimate. The District shall have no legal obligation to proceed with further design work unless the Parties reach mutual agreement regarding the adjusted Construction Cost Estimate.

G. Project Schedule. A proposed schedule for construction of the Joint Utility Trench and conversion of the District's existing overhead electrical utility system to an underground electrical utility system. The City shall review and approve the construction schedule in accordance with Subsection 4.1(E).

H. Property Rights. Identify whether any additional property rights are needed to complete the District's conversion of its overhead electrical utility system to an underground electrical utility system.

I. Coordination Meetings. The District shall attend additional City Utility coordination meetings, as necessary, to resolve all remaining design conflicts, issues and changes.

5.2 Construction Phase.

A. Coordination. The District shall coordinate with the City and its Project contractor regarding installation and construction of the Joint Utility Trench and complete the conversion of the District's overhead electrical utility system to an underground electrical utility system.

B. Installation and Construction. Unless delayed due to one or more reasons stated in Subsection 5.2(F) or due to excusable delay as defined in Section 6, the District or its contractor will complete installation of and construction of the Joint Utility Trench and complete conversion of the District's overhead electrical utility system to an underground electrical utility system in accordance with the final design and the approved schedule referenced in Section 5.1(D) and 5.1(G); provided that reasonable access to the Project site is available. The District shall notify the City in writing when installation and construction the new Joint Utility Trench is completed and the underground system is energized.

C. Cut-over and Transfer of Existing Customers. The District or its contractor will perform necessary cut-over and transfer of existing customers and facilities to the new underground electrical utility system. The District or its contractor will notify such customers forty-eight (48) hours in advance of the pending outage associated with said cut-over and transfer.

D. Removal of Replaced Overhead Electrical Utility System. Once transfer of existing customers and facilities to the new underground electrical utility system is complete, the District, or its contractor, will remove all overhead electrical utility systems that have been replaced and are unnecessary in accordance with the final design and approved schedule referenced in Sections 5.1(D) and 5.1(G). The District shall top and remove its facilities and lines from utility poles. If there are facilities from other utilities on the poles, it will be the responsibility of the utility with the last utilities on the pole to remove the pole.

E. Operation, Maintenance, Repair and Improvement of Electrical Utility System. The District shall operate, maintain, repair and/or improve as necessary the Joint Utility Trench and the underground electrical utility system that the District has constructed and installed pursuant to this Agreement; provided, that the District shall have no responsibility to maintain,

repair and/or improve facilities, lines and equipment located within the Joint Utility Trench that are owned by other utilities and entities..

F. Delays. The District shall have no obligation or liability to the City, its contractor(s) or any other party, in the event of any delay in performance of design services or construction work under this Agreement due to: (a) reasonable actions taken by the District which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of the District's utility systems or any systems to which such District systems are connected; (b) actions and/or inactions of the City, the City's contractor(s), other utilities and/or third parties; (c) discovery of archeological materials; (d) other unanticipated subsurface conditions whether natural or man-made; or (e) other Excusable Delay (see Section 6).

G. Traffic Control. When required, the District will provide traffic control and flaggers for installation and construction of the Joint Utility Trench and to complete conversion of the District's overhead electrical utility system to an underground electrical utility system. The District will coordinate its traffic control with other utilities, the City and its contractor. The District shall submit proposed traffic control plans to the City for review and approval. .

6. **Excusable Delay.**

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or construction phase work under this Agreement to issue the required permits or approvals in a timely manner, unwillingness of any property owner to grant an easement in favor of the District, failure of the City and/or the City Project contractor to furnish timely information or act in a timely manner, delays caused by faulty performance by the City, the City Project Contractor, other utilities, third parties and/or by contractors of any level, and/or other causes outside of the reasonable control or contemplation of a Party.

7. **Indemnification and Hold Harmless**

7.1 District's Indemnification of City. The District shall indemnify, defend and hold harmless the City, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the District, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent

negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of fault attributable to the District, its officers, officials, employees and/or agents.

7.2 City's Indemnification of District. The City shall indemnify, defend and hold harmless the District, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees and/or agents.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of this Section are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

9. Compliance with Laws

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Notices

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.5 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

11. **Termination of Agreement.**

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event that said other Party is in material default and fails to cure such material default within that thirty (30) day period, or such longer period as provided by the non-defaulting Party. The notice of termination shall state the reasons therefore and the effective date of the termination.

12. **Miscellaneous**

12.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein.

12.2 **Amendment.** Any amendment to this Agreement shall be specifically identified by separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of this Agreement.

12.3 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.

12.4 **Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

12.5 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

12.6 **No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

12.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

12.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the other Party for whom he or she purports to sign this Agreement.

12.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

12.10 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the City and the District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

12.11 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PUBLIC UTILITY DISTRICT NO.1
OF SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
Craig Collar, CEO/Manager

By: _____
Jon Nehring, Mayor

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Paul McMurray, Asst. General Counsel

Jon Walker, City Attorney

Date: _____

Date: _____



May 22, 2018

City of Marysville Public Works
Attn: Steven Miller
80 Columbia Ave
Marysville, WA 98270

RE: Engineering & Construction Estimate – First Street Bypass Joint Utility Trench

Mr. Miller,

The PUD will relocate existing overhead lines along First Street from State Ave to Alder Ave into a joint utility trench to be designed by the District and constructed by the District's contractor for the City's First Street Bypass Project as described in the attached inter-local agreement (ILA).

This estimate covers the costs for the PUD's contractor to install all required PUD vaults, trench in conduits for Frontier, Comcast, and the District, as well as install the necessary equipment in/on these facilities for the District's new underground primary distribution system. Credit for an estimated like-for-like relocation of overhead facilities is reflected in this estimate. Below is a breakdown for the estimated costs for this project:

District Labor:	\$30,095.00
District Equipment:	\$1,200.00
Contract Labor & Equipment:	\$720,943.00
Materials:	\$148,132.00
A&G Overheads:	\$131,238.00
Contingency:	\$140,191.00
PUD OH Relocation Credit:	(\$97,000.00)
Total Estimated Amount:	\$1,074,799.00

If you have any questions, please e-mail me at bjgregory@snopud.com or call me at (425)783-4413 between 7:30 a.m. and 4 p.m. Monday through Friday.

Sincerely,

Bryan Gregory
Design Engineer
Snohomish County PUD #1

RCW 35.99.060**Relocation of facilities—Notice—Reimbursement.**

(1) Cities and towns may require service providers to relocate authorized facilities within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety.

(2) Cities shall notify service providers as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, cities shall consult with affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the city's overall project construction sequence and constraints, to safely complete the relocation. Service providers shall complete the relocation by the date specified, unless the city, or a reviewing court, establishes a later date for completion, after a showing by the service provider that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

(3) Service providers may not seek reimbursement for their relocation expenses from the city or town requesting relocation under subsection (1) of this section except:

(a) Where the service provider had paid for the relocation cost of the same facilities at the request of the city or town within the past five years, the service provider's share of the cost of relocation will be paid by the city or town requesting relocation;

(b) Where aerial to underground relocation of authorized facilities is required by the city or town under subsection (1) of this section, for service providers with an ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the city or town requiring relocation; and

(c) Where the city or town requests relocation under subsection (1) of this section solely for aesthetic purposes, unless otherwise agreed to by the parties.

(4) Where a project in subsection (1) of this section is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Service providers will not be precluded from recovering their costs associated with relocation required under subsection (1) of this section, provided that the recovery is consistent with subsection (3) of this section and other applicable laws.

(5) A city or town may require the relocation of facilities at the service provider's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

[2000 c 83 § 6.]