



Application/Permit to Construct, Maintain and Operate Utility Facilities within Village Right-of-Way

PERMIT FEE

A Permit Fee is required when submitting this application to install facilities. Please note appropriate fee for size of project as listed on Application.

RESTORATION BOND

The Applicant shall furnish a surety bond in the amount of \$10,000 as security for the completion of all site restoration after utility installation is complete. The bond will cover any projects completed by the applicant in the Village during the calendar year. Applicants exempt under Wis. Stat. §66.045(6) are not required to furnish a restoration bond.

INSURANCE

The Applicant shall provide the following liability insurance while working in the Village of Suamico. A copy of the insurance certificate shall be provided with the permit application.

General Aggregate: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

Personal and Advertising Injury Limit: \$500,000, an each occurrence limit of \$500,000

Fire Damage Limit: \$50,000., any one fire

Medical Expense Limit: \$5,000, any one person

Motor Vehicle Liability Policy: \$500,000, combined single limit

Umbrella Liability Insurance: \$1,000,000

The Village of Suamico shall be named as additional insured for any permitted work. A 30-day Notice of Cancellation shall be provided for the insurance policy.

AS-BUILTS

An electronic copy of all as-builts shall be sent to the Village at the following e-mail address: andys@suamico.org. The Applicant shall contact the Village of Suamico Public Works Department, (920) 434-8410.



SPECIAL PROVISIONS

The following Special Provisions shall be included as part of the Village of Suamico Right-of-Way Permit. Failure to follow the Special Provisions will be subject to enforcement under Chapter 5 of the Village of Suamico Municipal Code:

1. A drawing showing the proposed utility work shall be submitted with the permit application.
2. The Applicant shall notify the properties affected by the permitted work through delivery of door hangers or letters three (3) working days, not including Saturday, Sunday, or holidays, prior to commencing work.
3. All operations shall be performed without obstructing or closing all or any part of any Village roadways unless specifically **approved by the Village**.
4. Work zone signing and barricading shall be in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
5. Erosion control measures shall be in place prior to the start of any work in the right-of-way. The erosion control measures shall comply with the Wisconsin Department of Natural Resources Technical Standards and the Village erosion control ordinance (Chapter 10).
6. Operations and safety precautions pertinent to any trenching, tunneling, or excavation activities shall comply with the requirements of all applicable regulations and codes, but not limited to those of the Wisconsin Department of Workforce Development or OSHA standards.
7. The permitted utility work shall maintain, if possible, a minimum six (6) foot horizontal and vertical clearance from all sewers, water mains, and related Village facilities.
8. On rural roadways, new utilities will be restricted from being located in a roadway-signing zone consisting of six (6) to eight (8) feet from the edge of pavement. On urban streets, the restricted signing zone is located from the back-of-curb to a distance of eight (8) feet. Exemptions to this provision may be granted pending the submittal of information indicating all other available right-of-way is occupied.
9. All facilities located in the Village right-of-way, both above and below ground, including the roadway pavement, curb and gutter, ditches, culverts, slopes, signs, traffic signals, etc., damaged or disturbed by the permitted work shall be restored promptly. Damage to any portion of an asphalt travel lane will require replacement with hot-mix asphalt per Village standards. Replacement of concrete pavement will be reviewed and approved by the Village prior to the start of the permitted work. Disturbed turf areas shall be restored with topsoil, seed and mulch as a minimum. If the disturbed area is within a ditch, mulch shall be replaced with erosion matting. If restoration is not carried out in a timely manner, the Village may issue a notice setting forth a time-certain, by which the restoration must be completed. If the applicant fails to complete all restoration within the time established, the Village will arrange directly for all necessary restorations, and all costs associated with such restorations shall be paid from the applicant's **restoration bond**.



APPLICATION Permit #

Application/Permit to Construct, Maintain and Operate Utility Facilities within Village Right-of-Way

Location of Proposed work;

Applicant;

Name: _____ Email: _____
 Address: _____
 Office Phone: _____ Mobile Phone: _____

Plans Prepared By;

Name: _____
 Phone: _____ Email: _____

Utility Representative Responsible for Construction;

Contractor: _____ Contact: _____
 Phone: _____ Email: _____

Description of Proposed Work;

Electric Gas Telephone Cable TV Water Sewer Other _____

Utility Orientation;

Overhead Underground Bore Open Trench Open-Cut Pavement Other _____

Size of Utility Work AND Corresponding Fee;

Small Utility Project (Less than 1000 feet of roadway)	\$75	<input type="checkbox"/>
Medium Utility Project (1000-3000' of roadway)	\$150	<input type="checkbox"/>
Large Utility Project (3001' or more of roadway)	\$225	<input type="checkbox"/>

Inspection Work to be Performed Fee Rates;

Excavations in the Right-of-Way (No closer than 3' to Street)	\$75	<input type="checkbox"/>
Boring within Right-of-Way (Servicing one Property)	\$75	<input type="checkbox"/>
Boring within the Right-of-Way	\$300	<input type="checkbox"/>
Open Cut Excavation (Within Street Pavement Area)	\$750	<input type="checkbox"/>

Total Utility Project Permit Fee: \$ _____ **Check #:** _____

Estimated Start Date; _____ **Estimated Restoration Date;** _____

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of Chapter 5 of the Village of Suamico Municipal Code in effect at the time of this application, and with any special provisions attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Failure to apply for permit or to follow provisions will be subject to enforcement under Chapter 5.99 of the Village of Suamico Municipal Code.

Owner Signature: _____ Printed Name: _____
 Date: _____ Title: _____
 Contractor Signature: _____ Printed Name: _____
 Date: _____ Title: _____

Village Approval By: _____ Date: _____ Village Comments/Notes: _____



Village of Suamico
 Public Works Department
 12781 Velp Ave
 Suamico, WI 54313

Phone: (920) 434-8410 Fax: (920) 434-4820 PERMIT # _____

**FIVE YEAR WARRANTY AGREEMENT
 (STARTS UPON ACCEPTANCE OF THE COMPLETION CERTIFICATE)
 (for Right-of-Way Permits)**

RECIPIENT'S INFORMATION

SEND TO: Village of Suamico
 Attn: Public Works Director
 12781 Velp Avenue
 Suamico, WI 54313
andys@suamico.org

OWNER'S INFORMATION

FROM: Owner Name: _____ Contact Person: _____
 Current Address: _____ Emergency Phone: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____ Email: _____

CONTRACTOR PERFORMING WORK

Contractor Name: _____ Contact Person: _____
 Current Address: _____ Emergency Phone: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____ Email: _____

INFORMATION OF WHERE WORK WAS PERFORMED

Street Address/Location Description:
 Project Description (include depth, width, and length):

SIGNATURES

As the authorized representative of the above-listed company, I hereby agree to accept the financial responsibility for the maintenance of the designated utility work associated with the project (utility work, roadway, sidewalk, curb) on or along the above-mentioned Municipal road, for the period of three (3) years, from the restoration/final acceptance date of the project completion certificate. Lawn restoration and landscaping shall be a one (1) year warranty. The warranty begins on the date of acceptance by the Municipality. In an emergency situation, or if the Municipality notifies you of a maintenance problem, and it is not resolved in a timely manner, the Municipality will perform the maintenance on the project and all costs would then be billed to the responsible party(ies).

Signature of Owners Proj. Rep:	Date:
Printed Name:	Title:

**FOR OFFICE USE ONLY
 NOTIFICATION OF RECEIPT**

Signature of Municipal Rep:	Date Accepted:
Printed Name:	Title:



Village of Suamico
 Public Works Department
 12781 Velp Avenue
 Suamico, WI 54313
 Phone: (920) 434-8410 Fax: (920) 434-4830 PERMIT # _____

COMPLETION CERTIFICATE
(for Utility Permits)

RECIPIENT'S INFORMATION

SEND TO: Village of Suamico
 Attn: Public Works Director
 12781 Velp Avenue
 Suamico, WI 54313
andys@suamico.org

OWNER'S INFORMATION

FROM: Owner Name: _____ Contact Person: _____
 Current Address: _____ Emergency Phone: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____ Email: _____

INFORMATION OF WHERE WORK WAS PERFORMED

Street Address/Location Description:
 Project Description (include depth, width, and length):

SIGNATURES

The work requested under the above-mentioned utility permit has been completed. The municipality can now review to ensure proper restoration to the affected municipal right-of-way has been made.

Signature of Owners Proj. Rep:	Date:
Printed Name:	Title:

FOR OFFICE USE ONLY

UTILITY PROJECT FIELD INSPECTED BY

Signature of Municipal Rep:	Date Accepted:
Printed Name:	Title:



Right-of-Way Registration Form Public Works Department 12781 Velp Avenue Suamico, WI 54313
Registrant's Information
Corporate Name:
Corporate/Regional Contact Person:
Digger's Hotline Registration Certificate Number:
Address:
Email:
Telephone:
Fax Number:
Local Emergency Representative's Information (This person shall be available 24 hours per day)
Name:
Address:
Email:
Fax Number:
24/7 – Office Phone Number:
24/7 – Home Telephone Number:
24/7 – Mobile Number:
Attach the corporation's business certificate under Wis. Stats. if the entity is a corporation, a LLC or LLP <input type="checkbox"/>
Attach corporate certificate of authority from Wisconsin Public Service Commission <input type="checkbox"/>
Attach certificate of liability insurance <input type="checkbox"/>
Attach the annual registration fee of \$10 <input type="checkbox"/>

Registration is valid until December 31 of each calendar year.

The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

Signature of Owners Authorized Rep: _____ Date: _____

Signature of Local Emergency Rep: _____ Date: _____

Indemnification: By registering with the village, or by accepting a permit under this chapter, a registrant or permittee, as the case may be, agrees to indemnify, defend, and hold harmless the village, its officers, boards, committees, commissions, elected officials, employees and agents (collectively, "Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting



therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by, or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the village or its agents or employees.

Minimum Insurance requirements: The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage's
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$500,000
2. General Liability shall include completed operations and product liability coverage's
 - a. General Aggregate \$1,000,000
 - b. Products – Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury (per person/organization) \$500,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$500,000
 - e. Personal Injury Liability Coverage will include claims arising out of employment \$500,000
 - f. Exclusions of property in contractors care, custody, or control \$500,000
 - g. Excess or Umbrella Liability
 - i. General Aggregate \$1,000,000
 - ii. Each Occurrence \$1,000,000
3. Automobile Liability: Owned, hired, and non-owned vehicles
 - a. Bodily Injury:
 - i. Each person \$500,000
 - ii. Each accident \$500,000
 - b. Property Damage:
 - i. Each accident \$500,000
 - ii. Combined single limit of \$500,000
4. List of Additional Insured's:
 - a. Village of Suamico

(Provide an original endorsement of coverage with certificate of insurance)