



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 \$10,000.00 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 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 Hobart. A copy of the insurance certificate shall be provided with the permit application.

General Aggregate: \$1,000,000.00

Products/Completed Operations Aggregate: \$1,000,000.00

Personal and Advertising Injury Limit: \$500,000.00, an each occurrence limit of \$500,000.00

Fire Damage Limit: \$50,000.00, any one fire

Medical Expense Limit: \$5,000.00, any one person

Motor Vehicle Liability Policy: \$500,000.00, combined single limit

Umbrella Liability Insurance: \$1,000,000.00

The Village of Hobart 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: Jerry@Hobart-WI.org The Applicant shall contact the Village of Hobart Public Works Department, (920-869-3807).

SPECIAL PROVISIONS

The following Special Provisions shall be included as part of the Village of Hobart Right-of Way Permit. Failure to follow the Special Provisions will be subject to enforcement under Chapter 227 of the Village of Hobart 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 150).
- 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 three (3) 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 6 to 12 feet from the edge of pavement. On urban streets, the restricted signing zone is located from the back-of-curb to a distance of 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.
Medium Utility Project (1000-3000' of roadway)	\$150.
Large Utility Project (3000' or more of roadway)	\$225.

Inspection Work To Be Performed Fee Rates;

Excavations in the Right of Way (No Closer than 3' to Street)	\$75.
Boring Within Right of Way (Servicing one Property)	\$75.
Boring Within the Right of Way	\$300.
Open Cut Excavation (Within Street Pavement Area)	\$750.

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 227 of the Village of Hobart 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 227-3 of the Village of Hobart Municipal Code.

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Village Approval By: _____ Date: _____

Village Comments/Notes _____

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

RECIPIENT'S INFORMATION

SEND TO: Village of Hobart
Attn: Jerry Lancelle P.W. Director
2990 S. Pine Tree Rd Hobart, WI
54155
Phone #: 920-869-3807 Email,
Jerry@Hobart-WI.org

OWNER'S INFORMATION

FROM:

Owner Name: _____	Contact Person: _____
Current Address: _____	Emergency Phone: _____
City, State, ZIP : _____	
Phone: _____ Fax: _____	E-mail: _____

CONTRACTOR PERFORMING WORK

Contractor Name: _____	Contact Person: _____
Current Address: _____	Emergency Phone: _____
City, State, ZIP : _____	
Phone: _____ Fax: _____	E-mail: _____

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 Representative: _____	Date Accepted: _____
Printed Name: _____	Title: _____



**Right of Way Registration Form
Public Works Department
2990 S. Pine Tree Rd.
Hobart, WI 54155**

Registrant's Information

Corporate Name:

Corporate/Regional Contact Person:

Digger's Hotline Registration Certificate Number

Address:

Email:

Telephone:

Facsimile Number:

Local Emergency Representative's information (This person shall be available 24 hours per day)

Name:

Address:

Email:

Facsimile 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

Attach corporate certificate of authority from Wisconsin Public Service Commission

Attach certificate of liability insurance

Attach the annual registration fee of \$10

Registration is valid until Dec 31st 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 representative: _____ Date: _____

Signature of Local Emergency Representative: _____ 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) <i>List of Additional Insured’s:</i> | |
| a) <i>Village of Hobart</i> | |

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