



Village of Bloomfield

PO Box 609 | N1100 Town Hall Rd | Pell Lake, WI 53157
(262) 279-6039 | Fax: (262) 279-3545

Tax Parcel #:
& _____

Application/Permit to Construct, Operate and Maintain Utilities within Highway Right-of-Way

Owner: _____
Address: (Street) _____
(City, State, Zip) _____
Office Phone # _____
Fax #: _____
Plans Prepared By: _____
Preparer's Phone #: _____
Applicant: _____
Address: (Street) _____
(City, State, Zip) _____
Office Phone # _____
Fax #: _____

LOCATION INFORMATION Highway(s): _____ Town/Village/City of: _____ ____ 1/4 of the ____ 1/4 Sec ____ T ____ N R ____ E PLAN/MAP REQUIRED
ADDITIONAL INFORMATION Annual Service Connection Permit? ☐ Yes ☐ No Utility Work Order #: _____ Fee Required? ☐ Yes ☐ No Amount: \$ _____

FEE RECEIVED:	\$ _____
CHECK NUMBER:	_____
DATE ISSUED:	_____
PERMIT NUMBER:	_____

DESCRIPTION OF PROPOSED WORK (Check and fill out all that apply)

UTILITY TYPE: ☐ Electric ☐ Gas/Petroleum ☐ Communications ☐ Service
☐ Facility Size/Capacity: _____
(Diameter, # Fibers, PSI, KV, Etc.)

ORIENTATION: ☐ Overhead ☐ Underground ☐ Parallel to Hwy Centerline ☐ Hwy Crossing ☐ New Construction

WORK TYPE: ☐ Improve/Repair Existing ☐ Maintenance ☐ Removal ☐ Abandon in Place

CONSTRUCTION METHOD(S): ☐ Plow ☐ Trench ☐ Bore ☐ Suspend on Poles/Towers ☐ Open Cut Hwy ☐ Cased

Provide additional narrative if needed: _____

Plan/Map Attached ☐ Yes ☐ No

UTILITY REPRESENTATIVE RESPONSIBLE FOR CONSTRUCTION:
NAME: _____ PHONE: _____

Estimated Starting Date: _____ Estimated Completion/Restoration Date: _____

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of the Utility Accommodation Policy of the above-named county in effect at the time of this application and with any special provisions listed below or attached hereto, and any plans, details, or notes attached hereto and made a part thereof.

By: _____ (Signature of Applicant/Company Authorized Representative) _____ (Title) _____ (Date)

(Typed/Printed Name of Person Signing Above or Electronic Signature Code) (Authorized Applicant/Company Representative Phone Number)

Permit Provisions and Conditions of Issuance

Pursuant to Wisconsin Statutes, this permit is granted to allow the performance of the specific work described herein. The following standard provisions and any included special provisions shall govern:

- (1) The Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees, and its agents from any cost, claim, suit, liability, and/or award that might come, be brought, or be assessed because of the issuance or exercise of this permit or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.
- (2) The permitted facilities shall, if necessary, be altered at the Applicant's expense to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the Applicant's obligation unless a contract for such costs has been executed. It is also subject to the County Highway Setback Ordinance.
- (3) No open cutting for crossing will be allowed where pavement is too narrow to maintain one-way traffic unless the Permitting Authority has granted permission for a detour. Wherever the pavement is opened, the trench shall be backfilled with concrete slurry to within 4" of the roadway surface and the final 4" installed in 2" compacted lifts using HMA Surface. 2" compacted gravel lifts are an acceptable surface layer as long as it is **maintained daily** until the HMA Surface can be installed. The pavement removed for a road crossing shall be replaced per the Permitting Authority specifications.
- (4) When one-way traffic or a detour is used, the Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS, according to the "Manual on Uniform Traffic Control Devices." When a detour is allowed, the Applicant shall notify local newspapers in advance of the work being started.
- (5) All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or its representative. Access to all private drives and public street intersections shall be maintained, and all disturbed areas shall be completely restored.
- (6) Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, Labor, and Human Relations and any applicable local regulations.
- (7) A copy of this approval and any plans and special provisions shall be available on the job site.
- (8) Upon completion of the work, the applicant shall file a written notice with the Permitting Authority using the attached Completion Certificate.
- (9) All utilities shall be located within three feet of the right-of-way unless the Permitting Authority grants specific exceptions.
- (10) The applicant shall obtain all required State, County, and Municipal erosion control permits and ensure that proper erosion control measures are implemented in all phases of construction. The "Wisconsin Construction Site Best Management Practice Handbook" shall be used as a guide to erosion control.

(11) All utility pedestals, cabinets, transformers, and other above-ground (i.e., not flush with the ground) structures located within the highway right of way shall be adequately marked. Markers shall be installed and maintained by the utility owner. The Village of Bloomfield will not be liable for damage done to above-ground utility structures that are not adequately marked.

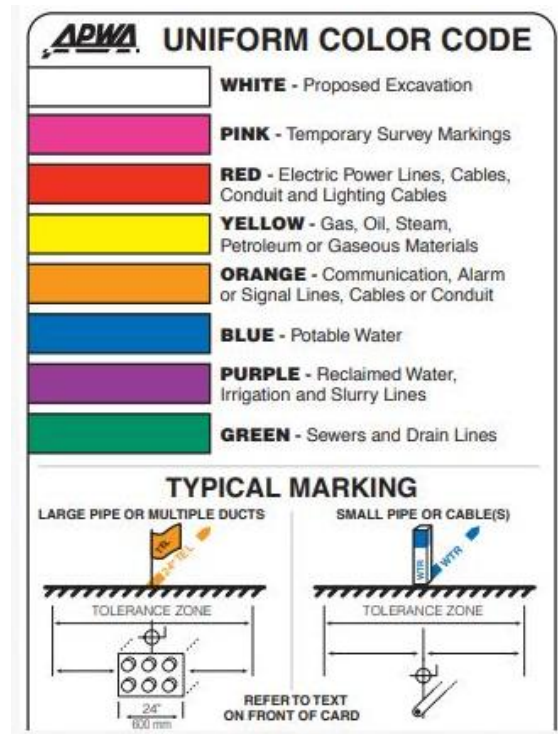
(12) If restoration will not be completed by the estimated restoration date, an extension will need to be requested. If an extension is not requested by the restoration date, the Village of Bloomfield may restore it, and all costs will be charged to the applicant.

(13) Flaggers are required if working in the travel lane.

(14) The Terms and Conditions of this permit shall also apply to the succession or assignees of the permitted work.

(15) The Village of Bloomfield reserves the right to stop all work if it deems it is proceeding in an unsafe manner or poses a danger to the public or roadway system.

(16) Excavations & Markings. The Village of Bloomfield recognizes that damage during excavation and similar operations are of great concern, and every effort should be put forth to minimize potential incidents of this nature. Utilities will follow Wisconsin Statute 182.0175, which requires notification to 811 or Digger's Hotline prior to any excavation, grade, trench, dig, drill, augur, tunnel, scrape, plow-cable, or pipe activity. This particular sub-section applies to 182.0175 (2b) Facilities Marking, which designates the following colors as standard for all utility markings (See Chart).



Indemnification

The following shall be a condition of all utility permits:

The Applicant shall save and hold the village, its officers, employees, agents, and all private and governmental contractors and subcontractors with the village under Chapter 84, Stats., harmless from and against all liability, damage, loss, expense, claims, demands and actions of any nature whatsoever (including any by Applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the village for location of property, lines of facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the village's property or right-of-way pursuant to this permit or any other permit issued by the village for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the village, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or other liability of the village, the Applicant, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the village, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the village for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or village property or right-of-way with or without a permit issued by the village, for any loss of data, information, or material; for trade-mark, copyright or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatsoever. The Applicant shall at its own expense investigate all such claims and demands, attend their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the village's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the village is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership of control.

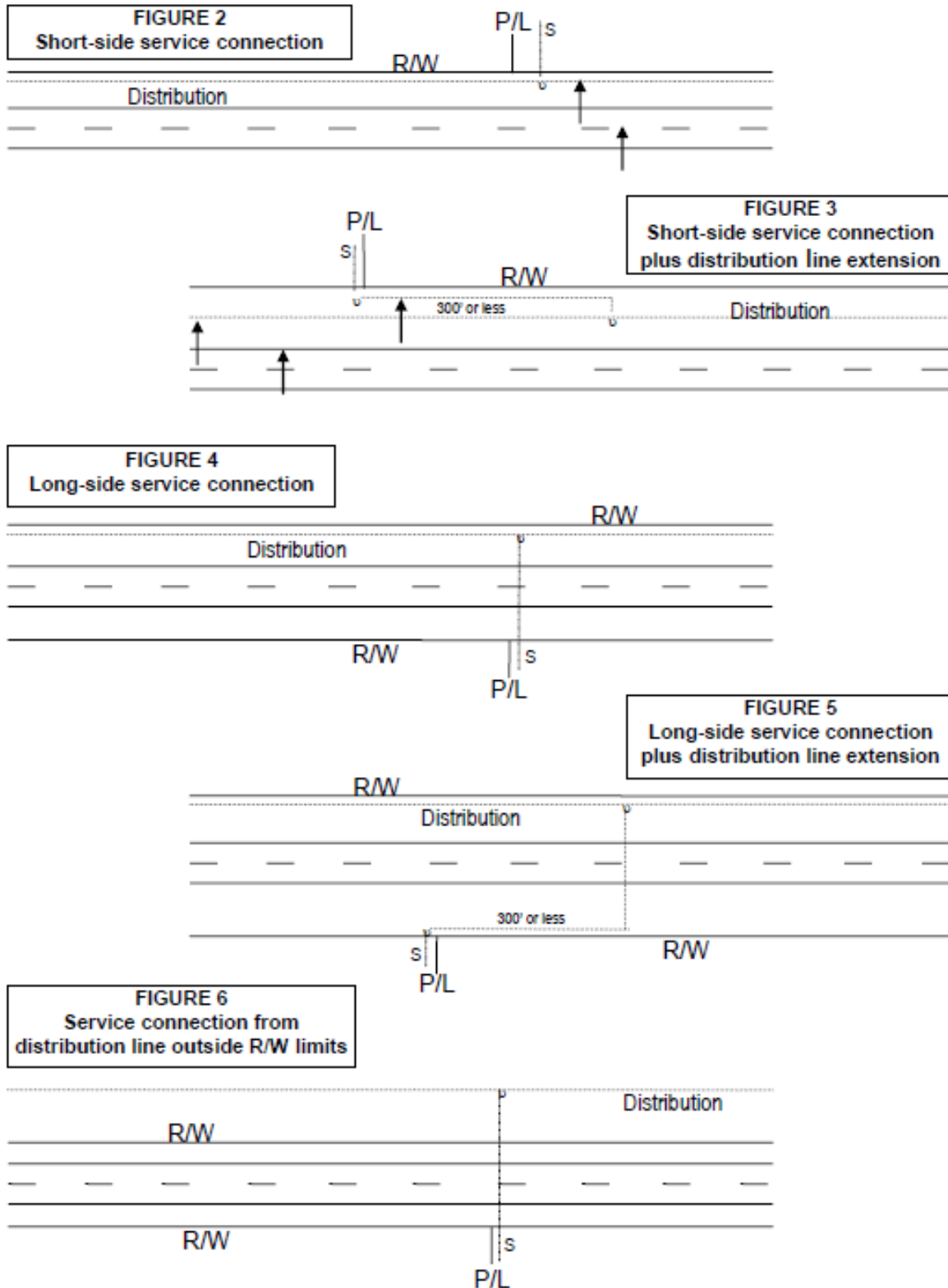
Notwithstanding the foregoing, a private contractor or subcontractor with the village under Chapter 84, Stats., that fails to comply with secs. 66.047 and 182.0175, Stats. (1985-86), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the village for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the village, or its officers, employees and agents, fail to comply with secs. 66.047 and 182.0175, Stats. (1985-86), the village, or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the village, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the village for location of property, lines of facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the village, its officers, employees and agents.

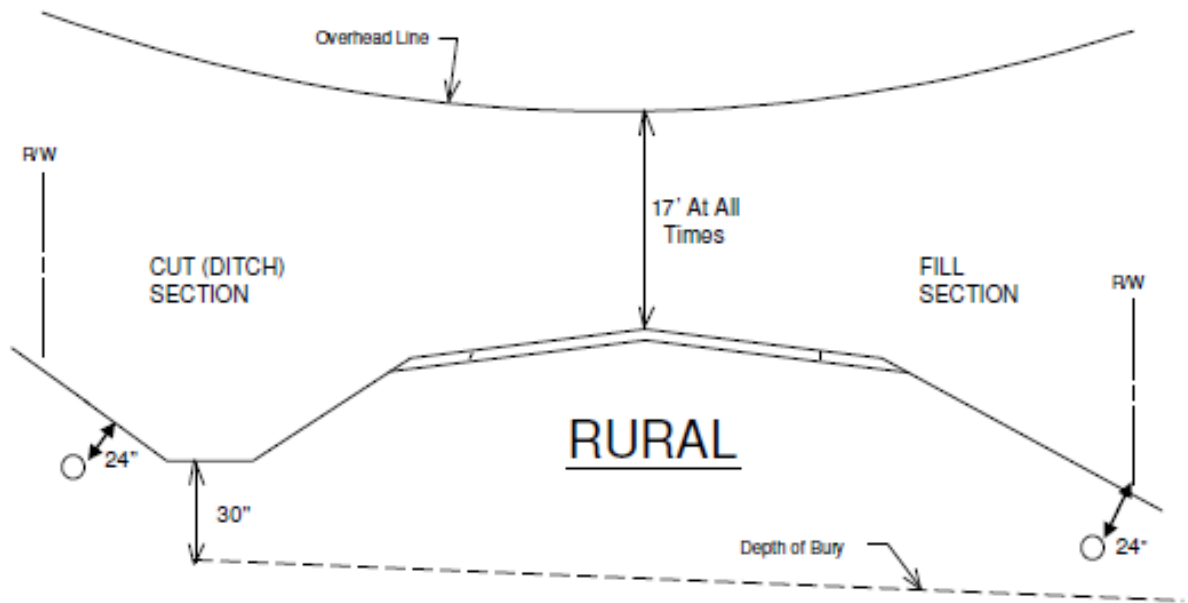
No indemnification of private contractors or subcontractors with the village under Chapter 84, Stats., shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the village for the location of property, lines or facilities on highway right-of way.

VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 6)

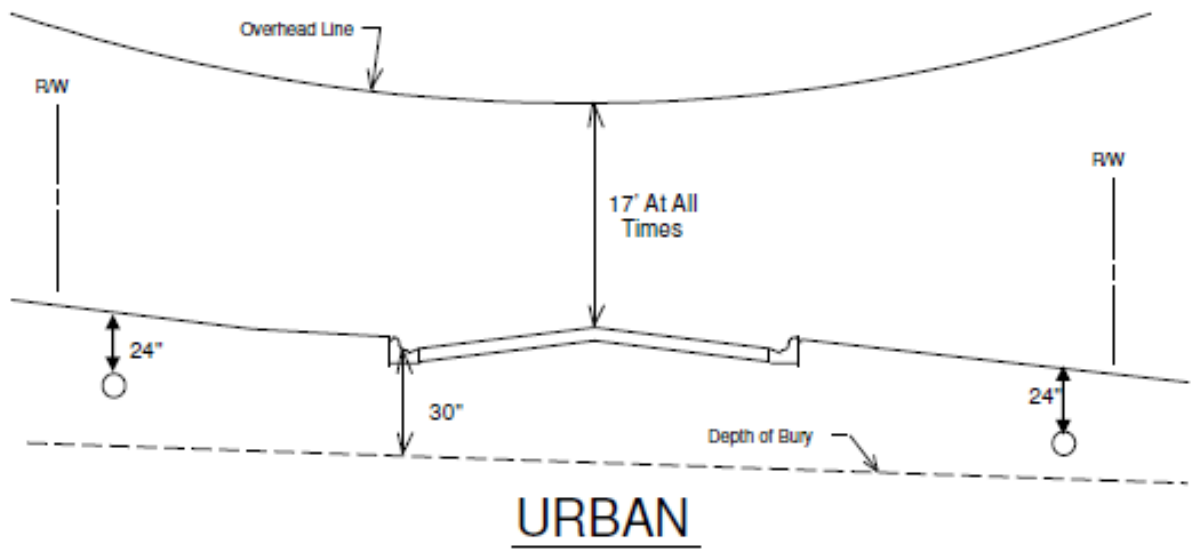
KEY: R/W = right-of-way P/L = property line S = service v = pedestal, pole or valve



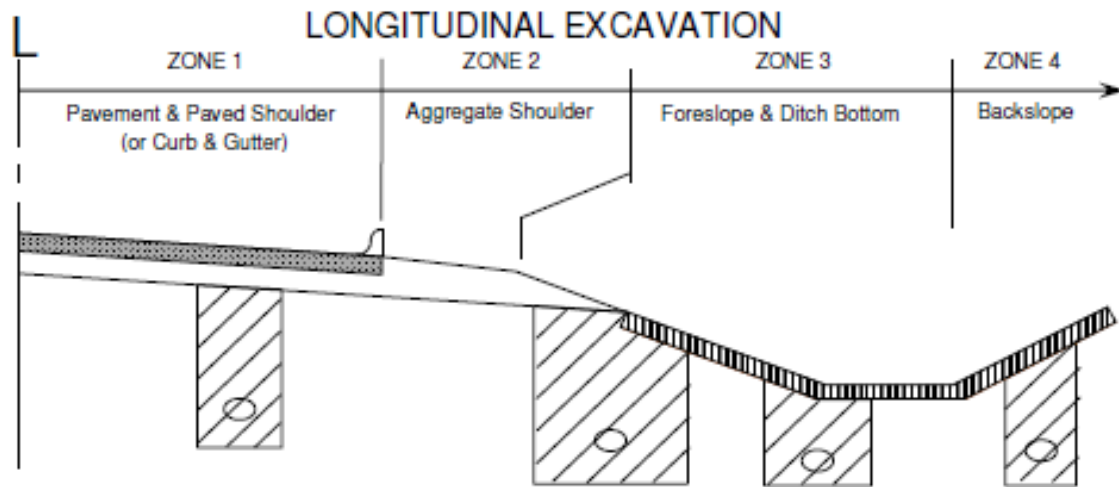
VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 7)



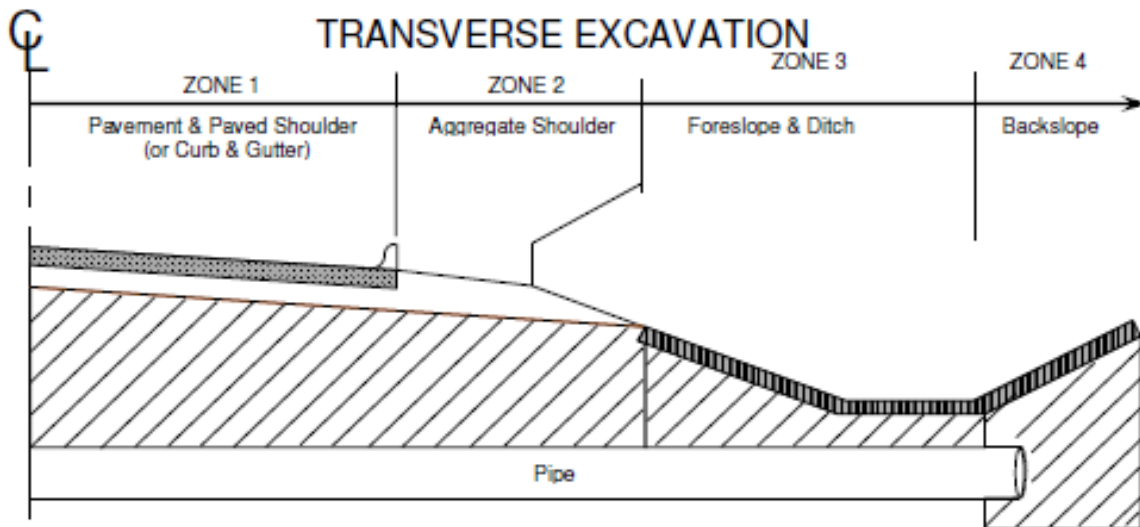
MINIMUM CLEARANCES



VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 8)



BACKFILLING EXCAVATION DETAIL DRAWINGS



VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 9)

ENVIRONMENTAL CONDITIONS REPORT

As soon as environmental conditions are discovered in the Department's right-of-way, **STOP WORK IMMEDIATELY.**

And be prepared to report the following information to the contacts listed below:

SITE LOCATION:

Highway _____ If divided, please indicate direction ☐ NB ☐ SB ☐ EB ☐ WB
Village _____ ☐ City ☐ Town ☐ Village of _____
Distance from nearest public roadway intersection or mile marker? _____
Other landmarks? _____

ENVIRONMENTAL CONDITION:

1. Archaeological/Historical

What was found (burials, foundation, arrowheads)? _____

Is the location of the find marked? ☐ Yes ☐ No If yes, how is it marked? _____

What is the approximate area (dimensions) of the find? _____

2. Contaminated Sites, UST's LUST's

What was found? _____
Appearance of soils or liquid? _____
The odor of soil or liquid? _____
What is the approximate size of the tank or area of contamination uncovered? _____
Is there an apparent liquid or product in the tank? ☐ Yes ☐ No
Is there an evident smell? ☐ Yes ☐ No If yes, can you describe it (varnish, kerosene, gasoline, diesel, other, unknown)? _____
Soil type(s) encountered (sand, gravel, clay, till)? _____
Depth to groundwater (if known)? _____
Any previous land use knowledge (local history, memory of site as a business)? _____
Is the location of the find marked? ☐ Yes ☐ No If yes, how is it marked? _____

Has the State Historic Preservation Officer been notified if arrowheads or buildings were discovered?
☐ Yes ☐ No By whom? _____ Name of contact: _____ Phone: _____
Has the Burial Sites Preservation Office been notified if a burial site was encountered? ☐ Yes ☐ No
By whom? _____ Name of contact: _____ Phone: _____
Has DNR been notified if a contaminated site, UST, or LUST was discovered? ☐ Yes ☐ No
By whom? _____ Name of contact: _____ Phone: _____
Has WisDOT been contacted? ☐ Yes ☐ No By whom? _____
Name of contact: _____ Phone: _____
Name of contact: _____ Phone: _____
Has the Bureau of Environment been notified (this is not a utility responsibility)? ☐ Yes ☐ No
By whom? _____ Name of contact: _____ Phone: _____

VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 10)

ENVIRONMENTAL CONDITIONS REPORT

STATUS OF PROJECT:

Has work stopped in the area? ☐ Yes ☐ No **IF NO, STOP WORK IMMEDIATELY!**
Has the area been secured (fenced, staked or marked, roped off, or delineated by traffic control devices)? ☐ Yes ☐ No
Can project work continue in another area? ☐ Yes ☐ If yes, for how long? _____
Can the affected area be avoided (utility facility placed in another location)? ☐ Yes ☐ No
Has any completed utility work been clearly marked (staked, paint marked, or flagged)?
☐ Yes ☐ No
Are any of the completed utility facilities active, energized, etc.? ☐ Yes ☐ No
Is this utility being relocated to facilitate a highway project? ☐ Yes ☐ No

RESUMING WORK:

Did WisDOT indicate a timeframe for when someone would respond? ☐ Yes ☐ No
What is that timeframe? _____
Who will authorize resuming work? _____
When can the work be resumed? _____
Date authorization received? _____

CONTACTS:

Village Administrator	Lloyd Cole	262-279-6039 x4 Administrator.cole@villageofbloomfield.wi.gov
Village Zoning Administrator	Candace Kinsch	262-279-6039 x1 clerk.kinsch@villageofbloomfield.wi.gov
Utility Engineer	Doug Snyder	262-492-1462 dsnyder@baxterwoodman.com

VILLAGE OF BLOOMFIELD UTILITY PERMIT (PAGE 11)

ENVIRONMENTAL CONDITIONS REPORT

**RETURN THIS COMPLETION CERTIFICATE
TO THE VILLAGE OF BLOOMFIELD HIGHWAY DEPARTMENT
WHEN SITE IS RESTORED**

COMPLETION CERTIFICATE (For Utility Permits)

Mail or Fax to Address Listed Below

Date: _____

**To: VILLAGE HIGHWAY DEPARTMENT
ATTN: Candace Kinsch
TELEPHONE: 262-279-6039
E-MAIL: clerk.kinsch@villageofbloomfield.wi.gov**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT: _____

FAX: _____

TELEPHONE: _____

VILLAGE PERMIT NO.: _____

UTILITY WORK ORDER #: _____

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

Signature: _____

Printed Name: _____