

VILLAGE OF HORTONVILLE

531 N. Nash Street, P.O. Box 99
Hortonville, WI 54944-0099
Phone: (920) 779-6011 ■ Fax: (920) 779-6552

ROAD RIGHT-OF-WAY PERMIT FOR UTILITY WORK

Permit Fee			
Permit Size	Project Size	Permit Application Cost	Construction Review Cost
Small	<500'	\$250	\$250
Medium	500' - 1 mile	\$1,000	*
Large	>1 mile	\$3,000	*

*Estimate of Construction Review Cost will be provided with permit approval, based on size and scale of permit. Actual cost will be based on complexity of project, performance of contractor, and impact on Village infrastructure.

Date Permit Mailed: _____

Contractor Permit No.: _____

Work Start Date: _____

Completion Date: _____

Fee: _____

Date Received: _____

Date Paid / Receipt No.: _____ / _____

The Village of Hortonville, Outagamie County, State of Wisconsin, hereby grants _____ a Road Right-of-Way Permit for Utility Work to perform the following work in a Village street right-of-way.

LOCATION: _____

DESCRIPTION OF WORK: _____

The following conditions are imposed upon the Contractor (“Permittee”) herein:

1. The appropriate fee for the issuance of the Permit shall be paid in advance. In case of an emergency, prior verbal approval must be received from the Village Director of Public Works (920-779-6011 or 378-3958).
2. It shall be the responsibility of the Permittee to designate an individual to administer said Permit.
Name _____
Phone Number _____
Fax Number _____
3. Warning signs, devices and methods shall be in place: said signs, etc. shall comply with “The Wisconsin Department of Transportation Manual of Traffic Control Devices”; such devices shall be protectively functional prior to the commencement of any of the permitted work within the limits of the street/road right-of-way; and, all signs, etc. shall protect the general public until all permit-associated work has been completed.
4. The Permittee shall assume any and all liabilities to the Village of Hortonville or other parties for all damages which occur during the progress of the said work as the result thereof and hold the Village harmless, therefore.
5. Vehicles, equipment and materials shall be so regulated by the Permittee as to assure consistently safe conditions. Particular care shall be exercised at all times to assure a safe traffic environment at and near the site of the work. These requirements pertain while the work operations are in active progress, as well as during periods of work shut-down. Any discovered violation will result in an order by Village authorities to stop any and all further progress of the work and may result in revocation of the Permit.
6. The entire cost of installing and maintaining the facility in the Village right-of-way shall be the responsibility of the Permittee.
7. Any drawings/specifications contained or otherwise referenced herein shall control the Permittee’s work, which shall be completed as shown therein. Failure to complete the work as detailed or as otherwise required herein shall allow the Village to thereafter complete the work and charge the Permittee the full cost of correction/completion.
8. A field inspection by an authorized Village representative shall be required prior to completion.
9. Any dirt or debris resulting from the installation and/or maintenance of said facility in the street/road right-of-way shall be removed as soon as possible by the Permittee.
10. Any turfed area of the right-of-way disturbed by the permitted work and operations shall be restored with fine-graded topsoil having a depth of not less than four (4) inches and shall be reseeded with perennial grass or sodded.
11. Any erosion control plans as may be required shall be the sole responsibility of the Permittee.
12. When the work is completed, the street/road shall be fully restored to its former condition. In case the Permittee hereunder or any contractor fails to restore the area to such original condition, the Village shall have the right to complete the work in whatever manner it feels proper and the Permittee and its contractors shall be liable for damages for whatever amount of expense necessary to complete the job.
13. The Permittee shall be financially responsible for all damages caused by the Permittee’s contractors or other agents.
14. This Permit authorizes only the described work of and for the Permittee indicated earlier. It does not authorize work for the facility of any other, either by present or future installation.

- 15. Construction method and restorations shall be in accordance with applicable parts of the Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
- 16. Permitted facilities shall be located as defined within this Permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the Permittee to such extent as the Village Department of Public Works may specify. Any facility or part thereof which is located other than as the Permit defines occupies such location solely at the risk of the Permittee.
- 17. The Permittee and its agents shall comply with all ordinances, statutes and regulations which may apply to Permittee's work.
- 18. By executing this Permit, if it is granted, the Permittee agrees that it must comply with all of the foregoing conditions as an integral part of its agreement with the Village of Hortonville. Furthermore, the undersigned states that they have the authority to sign on behalf of the Permittee.

Failure to strictly comply with the conditions and tenets of this Permit may cause this Permit to become null and void. The Village of Hortonville reserves the power to revoke the Permit for violations of these conditions.

Name of Company

Company Address

City, State, Zip Code

Signature

Date

The Village of Hortonville grants this Permit according to the conditions as listed above and agreed to by the Permittee.

For the Village of Hortonville:

Signature

Date