

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**MONDAY, OCTOBER 5, 2009
ROOM 202
6:30 P.M.**

***G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana***

***Ray Misner
Don L. Moldenhauer
Anthony Nudo***

A. APPROVAL OF MINUTES

A-1 Approval of minutes of special meeting held on September 14, 2009.

C. REFERRED TO COMMITTEE

- C-1 To Amend Section 33.07 by Adding the Definition of the Term "Soil Stockpile" Thereto; to Renumber Sections 33.10 G., H., I. and J. as Sections 33.10 I., J., K., and L.; to Renumber Section 33.10 F. as Section 33.10 G.; to Create Section 33.10 F. Regarding Extensions of Time to Complete Work Regarding Erosion Control; and, to Create Section 33.10 H. Regarding Soil Stockpiles. (*Reconsideration of vote taken by Storm Water Utility Committee on September 14, 2009*)
- C-2 Proposed Ordinance To Repeal and Recreate Section 33.15 of the Code of General Ordinances, Entitled "Appeals", to capture the amendments previously approved for Chapter 33.10.
- C-3 Award of Contract for Project 09-1111 Miscellaneous Storm Sewers (50th Avenue - 61st Street to 63rd Street & Gangler Park) to A.W. Oakes & Son, Racine, Wisconsin, in the amount of \$180,000.00. (**Districts 8, 15**) (*Park Commission approved 4:0*)
- C-4 Storm Sewer Easement between We Energies and the City of Kenosha along the bike trail west of 20th Avenue south of 13th Street. (**District 1**) (*City Plan Commission approved 8:0*)

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS
COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, SEPTEMBER 14, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

A special meeting of the Storm Water Utility Committee was held on Monday, September 9, 2009 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Don L. Moldenhauer and Anthony Nudo. Aldermen Patrick Juliana and Ray Misner were excused. The meeting was called to order at 5:27 pm. Staff members in attendance were Ron Bursek, Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of special meeting held on September 9, 2009.
It was moved by Alderman Nudo, seconded by Alderman Moldenhauer to approve minutes. Motion passed 4-0.
- C-1 Professional Services Agreement with Strand Associates, Inc. for Storm Sewer and Sanitary Sewer Evaluation. *(also referred to Board of Water Commissioners)*
Shelly Billingsley, Assistant City Engineer spoke.
John Lindert, Strand Associates, Inc., 496 Orchard Drive, Oregon, WI gave a presentation.
It was moved by Alderman Holland, seconded by Alderman Nudo to approve agreement. Motion passed 4-0.
- C-2 Proposed Ordinance Change to Amend Section 33.07 by Adding the Definition of the term "Soil Stockpile" Thereto; to Renumber Sections 33.10 G., H., I. and J. as Sections 33.10 I., J., K., and L.; to Renumber Section 33.10 F. as Section 33.10 G.; to Create Section 33.10 F. Regarding Extensions of Time to Complete Work Regarding Erosion Control; and, to Create Section 33.10 H. Regarding Soil Stockpiles.
Nick Torcivia, Neighborhood Services & Inspections, Building Inspection Supervisor and Jim Schultz, Director of Neighborhood Services & Inspections, spoke and answered questions.
Alderman Nudo made a motion to amend ordinance to include "applicant may make an appeal to the Storm Water Utility Committee", Alderman Holland seconded the motion. Motion passed 4-0. It was moved by Alderman Nudo, seconded by Alderman Moldenhauer to approve proposed ordinance change as amended. Motion passed 4-0.
- C-3 Professional Services Agreement with H.R. Stewart, Inc. for Storm Sewer Televising including Light Cleaning if Required.
It was moved by Alderman Holland, seconded by Alderman Nudo to approve agreement. Motion passed 4-0.

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:25 pm.



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection • Property Maintenance • Zoning Enforcement

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Public Safety and Welfare Committee

FROM: Nick Torcivia, Supervisor, Building Inspections *NT*
Department of Neighborhood Services and Inspections

SUBJECT: Summary of Proposed Ordinance Changes, Chapter 9 the Building Code, and Chapter 33, Land-disturbing Erosion and Sediment Control Ordinance

DATE: August 25, 2009

The proposed changes to the General Code of Ordinances affecting the Building Code (Chapter 9), and the Land-disturbing Erosion and Sediment Control Ordinance (Chapter 33), are requested for the following reasons:

Chapter 9 - Building Code

918(E)(1)(a) - Clarifies that safety rules and regulations governing swimming pools, spas, hot tubs, etc., are also applicable to portable or inflatable pools which meet the 24" depth specification.

9.20(A) - Removes the allowance for a homeowner to install electrical wiring (after passing an electrical exam) in the single-family home in which he or she abides. The change is requested primarily due to:

- ✓ Safety and potential fire issues due to many incorrect and sometimes dangerously installed electrical wiring.
- ✓ Passing the open-book test does not necessarily insure that the applicant has real practical code knowledge of wiring or installation methods. Inspectors have made multiple inspections on relatively simple projects, sometimes ordering removal or re-wiring of an entire electrical installation due to safety, fire, and electrical code violations. The inspector will then require that the owner hire a qualified electrician to reinstall or correct the violations as they are more than the owner can reasonably address. The proposed change does not affect the homeowner's ability to perform routine maintenance or repairs for which no permit is required; and, is also consistent with previous changes over the years relative to plumbing and HVAC installations, which now require licensed, professional trades-persons.

9.20(C), (D), (E), (F), (G) - Renumbered accordingly to accommodate changes and additions to Chapter 9.

9.21(A) - Clarifies that gas line installation may be performed not only by a Wisconsin Master Plumber or contractor in possession of a Wisconsin HVAC qualifier license, or City of Kenosha HVAC contractor license, but also by a qualified agency as defined by NFPA(54)(1)(4). This clarification wording is consistent with the State of Wisconsin building and mechanical codes.

9.21(G) - The prohibition of exterior incinerators and/or boilers used for heating or supplemental heating of buildings within City limits is proposed based on the following justifications:

- ✓ Basic design encourages a slow, cooler fire which maximizes the amount of heat transferred from the fire which creates more smoke and air pollutants than a normal fireplace. Most do not contain mechanical scrubbers or filters to limit air pollution.
- ✓ Imminent fire and safety hazard given the close proximity to homes within City limits. The basic wood boiler recommended safe distance to neighbors being 300-500 feet, is more applicable to a rural setting rather than an urban setting.
- ✓ There would be no way to monitor what is burned in them (garbage or waste other than wood).

Chapter 33 - Land-disturbing Erosion and Sediment Control Ordinance

33.10(H) - This proposed change to the current ordinance addresses the ongoing issue of soil stockpiles. The requirement would allow soil stock piles to be maintained on site under the following conditions:

- ✓ Stockpiles shall only be allowed after review of plans and proper permitting; and, shall be located only as approved on the plan.
- ✓ Stockpiles cannot be located near a public street or alley. Any change from the approved location shall require re-submittal of plans and proper approval.
- ✓ All stockpiles shall be removed from site or graded to meet the approved drainage plan for the site prior to the expiration of the permit, or prior to occupancy of any building or project on the site - whichever occurs first.

These requirements will allow the City to maintain control of any soil stockpiles, and insure the removal or displacement of them in a timely manner by means of permit restrictions and escrows before they become unsightly or cause disruption of approval drainage plans and drainage patterns.

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 9.18 E.1.a. OF THE CODE OF GENERAL ORDINANCES REGARDING SWIMMING POOL REQUIREMENTS; TO REPEAL AND RECREATE SECTION 9.20 A. REGARDING CERTIFICATION FOR PERSONS PERFORMING ELECTRICAL WORK; TO REPEAL SECTION 9.20 B.; TO RENUMBER SECTIONS 9.20 C., D., E., F. and G. AS SECTIONS 9.20 B., C., D., E. and F.; TO REPEAL AND RECREATE SECTION 9.21 A. REGARDING HVAC QUALIFICATIONS; TO CREATE SECTION G. REGARDING PROHIBITED INSTALLATIONS OF EXTERIOR INCINERATORS OR BOILERS; TO AMEND SECTION 33.07 BY ADDING THE DEFINITION OF THE TERM "SOIL STOCKPILE" THERETO; TO RENUMBER SECTIONS 33.10 G., H., I. AND J. AS SECTIONS 33.10 I., J., K., AND L.; TO RENUMBER SECTION 33.10 F. AS SECTION 33.10 G.; TO CREATE SECTION 33.10 F. REGARDING EXTENSIONS OF TIME TO COMPLETE WORK REGARDING EROSION CONTROL; AND, TO CREATE SECTION 33.10 H. REGARDING SOIL STOCKPILES

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 9.18 E.1.a. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

a. Every swimming pool, spa or hot tub which has a water depth of two (2') feet or more shall be completely surrounded by a fence or wall at least forty-eight (48") inches in height and not more than six (6') feet in height; the six (6') foot height limitation notwithstanding, no fence may be less than forty-eight (48") inches in height above adjoining grade, in addition to the pool wall of an above ground pool. This requirement also applies to inflatable or portable pools which meet the specifications as described herein.

Section Two: Section 9.20 A. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Qualifications. No Person, except as provided in Subsections B. and C., herein, shall install electrical wiring and equipment within the City, or apply for a Permit to perform such work, without first obtaining certifications as required by Chapter 101.87, Wisconsin Statutes, and conforming with all

applicable State laws, rules and regulations.

Section Three: Section 9.20 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Four: Sections 9.20 C., D., E., F., and G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 9.20 B., C., D., E., and F.

Section Five: Section 9.21 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Qualification. No Person shall install or modify permanent heating, ventilating or air conditioning equipment without first obtaining a Wisconsin HVAC Qualifier Credential, and/or being in possession of a City of Kenosha HVAC Contractor License. This licensing requirement shall not apply to employees of State regulated utilities.

Any Person installing or Altering gas lines shall possess a valid State of Wisconsin Master Plumber License, State of Wisconsin HVAC Qualifier Certificate, City of Kenosha HVAC Contractor License, or be a Qualified Agency as defined in NFPA 54 1.4

Section Six: Section 9.21 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

G. Prohibited Installations. Exterior incinerators or boilers used for the heating of, or to supplement the heating of, any building or buildings within the City limits are hereby prohibited.

Section Seven: Section 33.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following definition thereto:

Soil Stockpile means an artificially created accumulation of earth that materially affects water flow across the soil surface in a manner that is inconsistent with the permanent drainage plan.

Section Eight: Sections 33.10 G., H., I. and J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 33.10 I., J., K. and L.

Section Nine: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby renumbered as Section 33.10 G.

Section Ten: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Extensions of Time To Complete Work. Any applicant who obtains a permit and fails to complete the work in the time specified in Subsection 33.10 E., may apply to the Code Official for a time extension not to exceed one (1) year. Extensions may be granted if the work commenced has proceeded in a professional and workmanlike manner which exhibits reasonably progress. Extended permits shall not impose new conditions unless required by this Ordinance, or any other State or local law, rule or regulation. Upon a violation of Subsection 33.10 E., no new work may commence without the issuance of an approved extension or a new permit.

Section Eleven: Section 33.10 H. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

H. Soil Stockpiles.

1. Review and Approval Required. Soil stockpiles are permitted only when reviewed and approved as part of an Erosion Control Permit for site mass grading or new building construction, or other approved land-disturbing activities.

2. Location. Soil stockpiles shall not be located in close proximity to any public street or alley, and in all cases shall be located as indicated on the approved plan. Requested changes of location shall require a revised plan and approval of the Code Official.

3. Removal. All soil stockpiles shall be removed from the site or graded to meet the approved drainage plan at the time the permit expires, or at the time a Temporary Occupancy Permit is issued to any project connected with that particular site, whichever occurs sooner.

Section Twelve: This Ordinance shall become effective upon

passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 9.18 E.1.a. OF THE CODE OF GENERAL ORDINANCES REGARDING SWIMMING POOL REQUIREMENTS; TO REPEAL AND RECREATE SECTION 9.20 A. REGARDING CERTIFICATION FOR PERSONS PERFORMING ELECTRICAL WORK; TO REPEAL SECTION 9.20 B.; TO RENUMBER SECTIONS 9.20 C., D., E., F. and G. AS SECTIONS 9.20 B., C., D., E. and F; TO REPEAL AND RECREATE SECTION 9.21 A. REGARDING HVAC QUALIFICATIONS; TO CREATE SECTION G. REGARDING PROHIBITED INSTALLATIONS OF EXTERIOR INCINERATORS OR BOILERS; TO AMEND SECTION 33.07 BY ADDING THE DEFINITION OF THE TERM "SOIL STOCKPILE" THERETO; TO RENUMBER SECTIONS 33.10 G., H., I. AND J. AS SECTIONS 33.10 I., J., K., AND L.; TO RENUMBER SECTION 33.10 F. AS SECTION 33.10 G.; TO CREATE SECTION 33.10 F. REGARDING EXTENSIONS OF TIME TO COMPLETE WORK REGARDING EROSION CONTROL; AND, TO CREATE SECTION 33.10 H. REGARDING SOIL STOCKPILES

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Section Two: Section 9.20 A. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. **Qualifications.** No Person, except as provided in Subsections B., and C., ~~and D.~~ herein, shall install electrical wiring and equipment within the City, or apply for a Permit to perform such work, ~~for which the performance of a licensed contractor is applicable~~, without first obtaining certifications as

required by Chapter 101.87, Wisconsin Statutes, and conforming with all applicable State laws, rules and regulations.

Section Three: Section 9.20 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Four: Sections 9.20 C., D., E., F., and G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 9.20 B., C., D., E., and F.

Section Five: Section 9.21 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

A. Qualification. No Person shall install or modify permanent heating, ventilating or air conditioning equipment without first obtaining a Wisconsin HVAC Qualifier Credential, and/or being in possession of a City of Kenosha HVAC Contractor License. This licensing requirement shall not apply to employees of State regulated utilities.

Any Person installing or Altering gas lines shall possess a valid State of Wisconsin Master Plumber License, State of Wisconsin HVAC Qualifier Certificate, City of Kenosha HVAC Contractor License, or be a Qualified Agency as defined in NFPA 54 1.4.

Section Six: Section 9.21 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

G. Prohibited Installations. Exterior incinerators or boilers used for the heating of, or to supplement the heating of, any building or buildings within the City limits are hereby prohibited,

Section Seven: Section 33.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following definition thereto:

Soil Stockpile mean an artificially created accumulation of earth that materially affects water flow across the soil surface in a manner that is inconsistent with the permanent drainage plan.

Section Eight: Sections 33.10 G., H., I. and J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 33.10 I., J., K. and L.

Section Nine: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby renumbered as Section 33.10 G.

Section Ten: Section 33.10 F. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Extensions of Time To Complete Work. Any applicant who obtains a permit and fails to complete the work in the time specified in Subsection 33.10 E., may apply to the Code Official for a time extension not to exceed one (1) year. Extensions may be granted if the work commenced has proceeded in a professional and workmanlike manner which exhibits reasonably progress. Extended permits shall not impose new conditions unless required by this Ordinance, or any other State or local law, rule or regulation. Upon a violation of Subsection 33.10 E., no new work may commence without the issuance of an approved extension or a new permit.

Section Eleven: Section 33.10 H. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

H. Soil Stockpiles.

1. Review and Approval Required. Soil stockpiles are permitted only when reviewed and approved as part of an Erosion Control Permit for site mass grading or new building construction, or other approved land-disturbing activities.

2. Location. Soil stockpiles shall not be located in close proximity to any public street or alley, and in all cases shall be located as indicated on the approved plan. Requested changes of location shall require a revised plan and approval of the Code Official.

3. Removal. All soil stockpiles shall be removed from the site or graded to meet the approved drainage plan at the time the permit expires, or at the time a Temporary Occupancy Permit is issued to any project connected with that particular site, whichever occurs sooner.

Section Twelve: This Ordinance shall become effective upon

passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



ENGINEERING DIVISION
 MICHAEL M. LEMENS, P.E.
 DIRECTOR/CITY ENGINEER

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

ASSISTANT CITY ENGINEER
 SHELLY BILLINGSLEY, P.E.
 STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4150 · Fax (262) 653-4056

September 24, 2009

To: G. John Ruffolo, Chairman
 Public Works Committee
 Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
 Director of Public Works / Stormwater Utility

Subject: ***Proposed Ordinance to Repeal and Recreate Section 33.15***

BACKGROUND INFORMATION

As requested in the September 14th meeting, staff revised Chapter 33 of the Code of General Ordinances to include an appeal process. In working with the City attorney's office it was advised that the appeal process be considered as a separate section thereby creating Section 33.15 of the Code of General Ordinances entitled "Appeals".

RECOMMENDATION

Approve the proposed changes of Chapter 33 of the Code of General Ordinances by creating Section 33.15, entitled "Appeals".

ORDINANCE NO. _____

BY: ALDERPERSON G. JOHN RUFFOLO

TO REPEAL AND RECREATE SECTION 33.15 OF THE CODE OF GENERAL ORDINANCES, ENTITLED "APPEALS"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 33.15 of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is repealed and recreated as follows:

33.15 APPEALS

A. Stormwater Utility Committee. The Stormwater Utility Committee, with respect to this Code:

1. Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Code Official in administering this Code.

2. May authorize variances from the provisions of this Code which are not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this Code will result in unnecessary hardship.

3. Shall use the rules, procedures, duties and powers authorized by Wisconsin Statutes in hearing and deciding appeals and authorizing variances.

B. Appeals. Appeals or requests for variances to the Stormwater Utility Committee must be made in writing by any aggrieved person or by any officer, department, Authority, Board or Commission of the City affected by a decision of the Code Official, and must be filed with the City Clerk/Treasurer, along with the filing fee, and if an appeal, within thirty (30) days of the decision.

C. Filing Fee. There shall be a One Hundred (\$100.00) Dollar fee to accompany the filing of an appeal or request for a variance.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: **ALDERPERSON G. JOHN RUFFOLO**

TO REPEAL AND RECREATE SECTION 33.15 OF THE CODE OF GENERAL ORDINANCES, ENTITLED "APPEALS"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 33.15 of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is repealed and recreated as follows:

33.15 APPEALS

A. ~~Stormwater Utility Committee on Public Works.~~ The ~~Stormwater Utility~~ Committee ~~on Public Works~~, with respect to this Code:

1. Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Code Official in administering this Code.

2. May authorize variances from the provisions of this Code which are not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this Code will result in unnecessary hardship.

3. Shall use the rules, procedures, duties and powers authorized by Wisconsin Statutes in hearing and deciding appeals and authorizing variances.

B. Appeals. Appeals ~~or requests for variances~~ to the ~~Stormwater Utility~~ Committee ~~on Public Works~~ ~~may must~~ be made in writing by any aggrieved person or by any officer, department, Authority, Board or Commission of the City affected by a decision of the Code Official, ~~and must be filed with the City Clerk/Treasurer, along with the filing fee, and if an appeal, within thirty (30) days of the decision.~~

C. Appeal Filing Fee. There shall be a One Hundred (\$100.00) Dollar fee to accompany the filing of an appeal ~~or request for a variance.~~

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Parks Division
 Jeff Warnock
 Superintendent

C-3

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

September 28, 2009

To: G. John Ruffolo, Chairman, Public Works Committee
 Michael Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E.
 Director of Engineering/City Engineer

Subject: Project: 09-1111 Miscellaneous Storm Sewers

Handwritten signature and date: MML 9-29-09

Location: Base Bid (50th Avenue - 61st Street to 63rd Street) Alternate B (Gangler Park - 82nd Street approximately 200 ft west of 65th Avenue)

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$130,000. Budget amount was \$270,000.

This base bid of this project consists of the relaying of an existing CMP storm sewer in 50th Avenue along with extensive pavement repair. Alternate A is to be used if cold weather laying of concrete has become impractical. Alternate B is for a new storm sewer in Gangler Park.

Following is the list of bidders:

	Base Bid	Alternate A Temporary Trench Repair	Alternate B Gangler Park Storm Sewer	Total Bid
A.W. Oakes & Son, Racine, WI	\$124,468.00	\$12,870.00	\$33,553.00	\$170,891.00
Wanasek Corp, Burlington, WI	\$136,928.00	\$15,840.00	\$29,338.00	\$182,106.00
Willkolm Excavating, Union Grove, WI	\$138,712.50	\$8,250.00	\$36,689.00	\$183,651.50
DK Contrators, Inc, Pl Prairie, WI	\$144,322.00	\$16,500.00	\$35,968.00	\$196,790.00
Powers Lake Construction, Twin Lakes, WI	\$149,352.00	\$13,035.00	\$31,206.00	\$193,593.00
Reesman's Excavating, Burlington, WI	\$153,075.65	\$12,045.00	\$37,147.00	\$202,267.65

It is recommended that this contract be awarded to A.W. Oakes & Sons, Racine, WI for the base bid amount of \$124,468.00 plus \$12,870.00 for Alternate A and \$33,553.00 for Alternate B plus \$9,109.00 in contingency for unforeseen conditions (if needed), for total award amount of \$180,000.00. Funding is from CIP Line Item SW-95-001.

MML/kjb

cc: Carol Stancato, Director of Finance

VOTE SHEET	Kenosha City Plan Commission	Meeting of September 24, 2009	
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Storm Sewer Easement between WE Energies and the City of Kenosha along the bike trail, west of 20th Avenue south of 13th Street, District #1.

ACTION TAKEN	AYES	NOES
APPROVE	8	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	10/05/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS	09/28/09	1
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE		


 Rich Schroeder
 Assistant City Planner

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	September 24, 2009	Item 2
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Storm Sewer Easement between WE Energies and the City of Kenosha along the bike trail, west of 20th Avenue south of 13th Street, District #1.

LOCATION/SURROUNDINGS:

Site: Along bike trail, west of 20th Avenue south of 13th Street
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

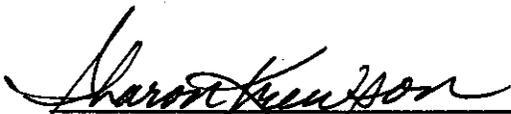
The alderman of the district, Alderman Haugaard, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

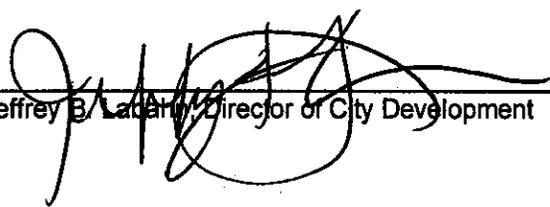
- Permanent Storm Sewer Easement for Storm Water Management along the Bike Trail as shown on the attached map.
- This Area has a problem with flooding and the City will install an inlet and appurtenances for storm water management in this area. The Temporary Easement is for equipment, grading and restoration and will terminate after construction.

RECOMMENDATION:

A recommendation is made to approve the Storm Sewer Easement with WE Energies.


Sharon Krewson, Real Estate Agent

1CPC/2009/Sep24/fact-ease-we


Jeffrey B. Latham, Director of City Development

**STORM SEWER
EASEMENT**

Document Number

THIS INDENTURE, made by and between **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation, doing business as **We Energies**, hereinafter called "Company", and the **CITY OF KENOSHA**, a Municipal Corporation, hereinafter called "City"

WITNESSETH:

WHEREAS, City desires to acquire a permanent easement over a portion of Company's lands hereinafter described for one (1), twelve (12) inch storm sewer inlet and appurtenances, hereinafter called "sewer facilities" and a temporary easement over a portion of Company's lands hereinafter described for the necessary construction and grading work associated with the installation of the sewer facilities.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to Company by City receipt whereof is hereby acknowledged, and in further consideration of the conditions and agreements hereinafter specified to be kept and performed, Company, for itself, its successors and assigns, does hereby grant unto City, its successors and assigns, the right to build, construct, excavate, install, operate, inspect, maintain, repair, clean out, reconstruct and replace one (1), twelve (12) inch storm sewer inlet, with the right of entry upon, in, under and across a strip of land ten (10) feet in width located within a portion of Company's fee-owned lands hereinafter called "easement area", and being a part of the Northwest $\frac{1}{4}$ of Section 18, Township 2 North, Range 23 East, in the City of Kenosha, Kenosha County, Wisconsin.

See the Storm Sewer Easement plat marked Exhibit "A" and the legal description marked Exhibit "B", attached hereto and made a part hereof.

City shall have the further right to use, for initial construction purposes only, a strip of land thirty (30) feet in width in which also lies the Easement Area as shown on the Exhibit "A", as a temporary construction easement area for construction and grading purposes only associated with the installation of the sewer facilities which shall terminate upon completion of the work herein approved but not more than six months after start of work on Company's lands.

This permanent, nonexclusive easement is granted and given upon the following terms and conditions:

1. Company reserves unto itself, its successors and assigns, the right, not inconsistent with the rights herein granted, to use the easement area for any purpose. It is expressly agreed that the construction, installation, operation, maintenance, replacement and repair of electric lines, gas mains and related facilities, both overhead and underground, upon, over, across, within and beneath said easement area, are not uses which are inconsistent with the rights herein granted. It is also agreed that this easement is taken subject to the rights of third parties, which have previously been granted rights to place facilities in said easement area. It is further agreed that access to Company's lands shall be maintained at all times.
2. It is understood and agreed that in the event it is necessary to reconstruct, protect, modify, adjust, replace or relocate towers, poles, wires, anchors or guy wires, or other facilities of Company, due to the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said sewer facilities, said reconstruction, protection, modification, replacement or relocation shall be performed by Company at the sole cost and expense of City and City agrees to reimburse Company for the reasonable costs and expenses incurred by Company for their facility alterations immediately upon presentation of a bill therefor.

RETURN TO:
ARLENE S. BUTTKE, ROOM A252
WE ENERGIES
231 WEST MICHIGAN STREET
MILWAUKEE, WI 53203

10-223-18-204-010 AND 020
(Parcel Identification Numbers)

3. City further agrees to reimburse Company for reasonable additional costs incurred in connection with the construction or installation of future facilities or improvements, whether on the surface, underground or overhead, to the extent that such costs are increased or affected by the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said sewer facilities. Company will not unnecessarily locate future facilities in close proximity to City's sewer facilities so as to minimize potential for future facility conflicts between City and Company.

However, prior to any construction or installation of any new facility in the easement area which will require reimbursement by City, Company shall notify City of the proposed construction or installation and of the estimated additional costs to be incurred by Company as a result of the existence of said sewer facilities. City may elect, in lieu of reimbursing Company for said additional costs to alter or relocate said sewer facilities, at its sole cost and expense, to accommodate the construction or installation to be made by Company. City shall have the option to relocate its said sewer facilities and Company shall provide, if possible, an alternate location on Company's lands for said sewer facilities subject to all of the terms and conditions of this easement.

4. City shall, in the performance of any and all work relating to the construction, installation, operation, repair, cleaning, reconstruction, replacement or maintenance of said sewer facilities while in proximity to any electric or gas line facilities, conform with the provisions and requirements of all applicable laws, rules and regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, the provisions of the Wisconsin State Electrical Code and any amendments thereto and the provisions of the Wisconsin Administrative Code, PSC 135 Gas Safety and any amendments thereto. City shall maintain the O.S.H.A. safe working clearance of 12' to the overhead 138kV conductors at all times. Grantee further agrees to abide by the requirements set forth by Grantor on the Exhibit "C" attached hereto and made a part hereof.

In addition, City agrees that any sewer work, including installation, repair or replacement in the vicinity of Company's underground electric cables/feeders and the City of Kenosha licensed recreation trail, shall be done using boring equipment and not open trenching. Any open cut excavation in other areas of Company's lands not in the vicinity of Company's underground electric cables/feeders and the City of Kenosha licensed recreation trail, will require backfilling with suitable material which is to be compacted to a minimum 95% maximum dry density. City agrees to maintain a minimum of 24 inches between the top of the sewer pipe and all underground electric cables at all times. City further agrees that there shall be no staging of equipment or storage of materials on Company's lands and that no vehicles or machinery shall be parked, driven or transported over any underground utility facilities at any time.

5. City shall protect, indemnify, save and hold harmless the Company and its affiliated corporations, their successors and assigns, and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Company and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Company and its affiliated corporations) or damage to any property arising out of or in any way connected with the permission herein given, or use of the property of Company.

6. City agrees that it will indemnify and save harmless Company from any special tax or assessment that shall at any time be made or levied against Company on the lands upon which the above-described easement is located by reason of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said sewer facilities so long as this easement remains in effect; provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, City by acceptance of this easement, agrees that as additional consideration for the granting of this easement, it will pay Company an amount equal to the amount paid by Company under any special tax or assessment in connection with or on account of the construction, installation or maintenance of said sewer facilities.

7. In and during the construction, installation, operation, repair, cleaning, reconstruction, replacement or maintenance of said sewer facilities and thereafter, so much of the surface, subsurface or underground installations or facilities now or hereafter placed in said easement area as may be disturbed, will, at the expense of City be replaced in the same condition as it or they existed prior to the sewer work being done, including the placing of topsoil and perennial seed on said disturbed areas. If said restoration is not completed within a reasonable time and to the Company's satisfaction, Company shall have the right to make such restoration and collect the cost thereof from City upon presentation of a bill therefor. **City agrees that all modifications (cut and/or fill) to the existing recreation trail shall be done such that the structural integrity of the recreation trail is not altered. City further agrees that if fill is to be placed on the existing recreation trail, it shall conform to City's existing recreation trail material.**

8. City agrees to release Company from any responsibility for damage resulting from electrolysis due to local galvanic or stray current conditions on or along said strip of land which may be incurred by the installation of said sewer facilities, and further agrees to assume all costs for electrolysis protection and/or any drainage equipment considered necessary to protect said sewer facilities.

9. City agrees to contact Roland Simatic of Company at (414) 944-5955, or such other person as Company may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) **At least 7 calendar days prior to the commencement of the construction, installation, repair, reconstruction, replacement or maintenance of said sewer facilities, including any grading within the easement area.**
- b) **Within 7 calendar days after the completion of the work involved in the construction, installation, repair, reconstruction, replacement or maintenance of said sewer facilities with a plan for restoration and a detailed "as built" engineering drawing showing the exact location of said sewer facilities.**
- c) **Within 7 calendar days after the restoration has been completed.**
- d) **Within 7 calendar days after a lapse of 6 months since Grantee accepted this Easement if the project herein permitted has not been undertaken by such date; within 7 calendar days after each 6 month interval thereafter until the project herein permitted is undertaken. If not constructed within two (2) years of the signing hereof, this easement shall terminate and no longer be of any force and effect.**

10. If it is necessary for City to make emergency repairs to its sewer facilities, City shall have the right to make emergency repairs and notify Company within 24 hours thereafter, of the location and extent of said emergency repairs. If in the judgment of Company, its property, poles, wires, cables, anchors, structures, gas mains or other facilities are jeopardized, due to failure or improper functioning of said sewer facilities Company reserves the right to make emergency repairs or undertake such other prudent measures as it deems necessary, without notice to City and to collect the cost thereof from City upon presentation of a bill therefor.

11. City shall contact "Diggers Hotline" at least 3 working days prior to the construction, installation, repair, reconstruction, replacement or maintenance of said sewer facilities in order to determine the location of electric, telephone and gas facilities within Company's said lands and the applicable clearance requirements for work performed in proximity to such facilities. (The current phone number for "Diggers Hotline" is 1-800-242-8511.)

12. In and during the construction, operation, installation, repair, cleaning, reconstruction, replacement or maintenance of said sewer facilities City shall remove from the lands of Company all earth, stones or other excavated material which may result from the excavation and installation of said sewer facilities. Excepted from this provision is such material as may be necessary to provide adequate cover for said sewer facilities or such material which Company desires to have placed on its lands as may be mutually agreed upon.

13. City agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of Company's lands and/or by the construction, installation, operation, repair, reconstruction, replacement, maintenance or removal of said sewer facilities.

14. All of the foregoing terms and conditions are to bind and inure to the benefit of the parties to this easement and their respective successors and assigns.

15. This easement shall not take effect until the same is fully accepted, subject to all its terms and conditions, by City and is duly executed, in duplicate originals, by City, then executed by Company's Manager of Property Management and a fully executed original of this easement is returned to Pabst Farms for its records.

IN WITNESS WHEREOF, the said WISCONSIN ELECTRIC POWER COMPANY has caused these presents to be signed by its Manager of Property Management this ____ day of _____, 2009 and the CITY OF KENOSHA has caused these presents to be signed by its (Title) _____ this ____ day of _____, 2009.

**WISCONSIN ELECTRIC POWER COMPANY,
a Wisconsin corporation, doing business as We Energies**

By: _____
James T. Raabe, Manager of Property Management

**CITY OF KENOSHA,
a Municipal Corporation**

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2009, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Arlene S. Buttke
Notary Public, Milwaukee Co., WI
My commission expires May 16, 2010

STATE OF WISCONSIN)
: SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2009, (Name) _____
(Title) _____ of the **CITY OF KENOSHA**, a Municipal Corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

By _____
Printed Name _____
Notary Public, _____ Co., WI
My commission expires _____

Storm Sewer Easement
W.E.P.Co (WE Energies)
10-223-18-204-010
10-223-18-204-020

To
City of Kenosha, a Municipal Corporation
Emailed to causans@kenosha.org on September 12, 2007

A Permanent Easement for the right, permission and authority to construct, install, operate and maintain a storm sewer and appurtenances, on Grantor's premises, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, in and to the following tract of land:

Part of the Northwest Quarter of Section 18, Town 2 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin and being contained in the following description:

Commencing at the northwest corner of said Quarter Section; thence South $1^{\circ}55'39''$ East along the west line of said Quarter Section, 913.00 feet; thence North $87^{\circ}59'08''$ East parallel to the north line of said Quarter Section, 465.88 feet to the northwest corner of Lot "A" of Certified Survey Map 1551, recorded on February 17, 1992 with the Kenosha County Register of Deeds Office; thence South $14^{\circ}23'15''$ West along the west line of Lots "A" and "B" of said certified survey map, 206.93 feet to the southwest corner of said Lot "B"; thence North $14^{\circ}23'15''$ East along the west line of said Lot "B", 5.21 feet to the point of beginning; thence South $87^{\circ}59'08''$ West parallel to said north line, 33.36 feet; thence North $14^{\circ}23'15''$ East parallel to said west line, 237.68 feet; thence South $75^{\circ}36'45''$ East, 10.00 feet; thence South $14^{\circ}23'15''$ West parallel to said west line, 224.31 feet; thence North $87^{\circ}59'08''$ East parallel to said north line, 22.93 feet to the west line of said Lot "B"; thence South $14^{\circ}23'15''$ West along said west line, 10.42 feet to the point of beginning;

Also, a temporary construction easement described as:

Beginning at the southwest corner of said Lot "B"; thence South $14^{\circ}23'15''$ West along the west line of Lot "C" of said certified survey map, 5.21 feet; thence South $87^{\circ}59'08''$ West parallel to the north line of said Quarter Section, 49.00 feet; thence North $14^{\circ}23'15''$ East parallel to the west line of said Lot "B", 267.52 feet; thence South $75^{\circ}36'45''$ East, 30.00 feet; thence South $14^{\circ}23'15''$ West parallel to said west line, 227.42 feet; thence North $87^{\circ}59'08''$ East parallel to said north line, 17.73 feet to the west line of said Lot "B"; thence South $14^{\circ}23'15''$ West along said west line, 26.06 feet to the point of beginning.

The above described temporary construction easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose; said temporary construction easement will terminate upon completion of the construction and installation of said storm sewer.

EXHIBIT E

EXHIBIT "C"

(SOUTHERN AREA)

CONTRACTOR'S SPECIAL PROVISIONS

A. RELATIONS WITH WE ENERGIES, HEREINAFTER REFERRED TO AS "COMPANY"

No work shall be initiated under this agreement in proximity to underground electrical conductors without a 72 hour prior notice to Company. In addition, all work under this agreement performed in proximity to energized electrical conductors shall conform to the provisions and requirements, with any amendments hereto, of O.S.H.A. Safety and Health Regulations for Construction, in particular but not limited to subpart 1926.550 and the provisions of the Wisconsin State Electrical Code and any amendments thereto.

No building or structure or replacement thereof, including lighting standards, signal or control devices and highway signs, will be erected in proximity to said electric lines which will be in violation of the provisions of the above regulations.

B. NAME AND ADDRESS OF COMPANY REPRESENTATIVES

Company representative who may be consulted by Permittee/Grantee and bidders with regard to utility requirements during construction and the Company representative with whom contractors may arrange for temporary de-energizing and grounding of circuits is Mr. Michael McNeil, Area Manager (262) 886-7049. Arrangements must be made at least 15 days in advance.

C. GENERAL - WORK ON COMPANY LANDS

All work, including construction of embankment, clearing, grubbing and grading within and around utility structures shall be subject to inspection by a Company representative; shall be conducted and performed in a manner satisfactory to such representative; and shall be in accordance with the requirements of the plans, standard specifications and these special provisions.

Grantee/Permittee shall exercise extreme care in the prosecution of this work to prevent damage to utility structures, foundations, adjacent structures, underground installations or property. Any damage done by the Grantee/Permittee to existing installations during the progress of this work shall be repaired by Grantee/Permittee at his own expense in a manner satisfactory to Company.

1. Embankment Materials and Methods of Construction

Material for embankments within and adjacent to the towers shall be free of sod, humus, wood, or other degradable materials, frozen lumps and shall all pass a six-inch ring.

All required construction of embankments within a distance of ten (10) feet of a tower structure shall be done by hand or with small equipment which is equipped with direct positive controls, except that work within two (2) feet of a tower member shall be accomplished entirely with hand-operated tools. Clamshells, drag buckets, or any other equipment having indirect controls; or power-driven compaction equipment shall not be used within ten (10) feet of a tower structure.

All embankment work shall be done in such a manner that no direct or indirect pressure will be brought against any portion of the tower structure by the Grantee's/Permittee's equipment.

Prior to placing embankment within and around the towers, Grantee/Permittee shall clean the steel work to be covered by embankment of all earth, oil, or other foreign matter in an approved manner, except that in no case shall Grantee/Permittee use equipment or materials that would damage the steel work, bolts, or galvanized coating.

After the steel work has been cleaned, Grantee/Permittee shall apply a coating of asphalt-based paint, as approved by the Manager, Construction Services, We Energies, on all areas which are to be covered by fill material. This protective paint coating shall be applied to the steel work to a height of not less than six inches above the finished grade.

This asphalt paint coating shall be applied in two (2) separate coats, allowing 12 hours drying time between applications. Care shall be taken in the construction of embankments to avoid damage to the asphalt paint.

All costs of coating the steel tower legs indicated above shall be construed to be incidental to other contract items and no separate additional payment will be made thereof.

Compaction of the fill material shall be in accordance with the requirements for Special Compaction in Subsection 207.3.6.3 of the Standard Specifications. After a layer of materials has been put into place, compacting work shall begin near the center of a tower structure and shall be carried out in a uniformly expanding pattern except that around any tower leg, both sides shall be compacted simultaneously.

Grantee/Permittee shall not place any embankment or fill material in an area within the tower base occupied by free water.

2. Excavations

When open cut excavation is required in the vicinity of Transmission Structures the following conditions should be met:

- a. The near side of the excavation shall be no closer than 20 feet from the face of the structure involved.
- b. That the grade around a structure shall be maintained for a distance of 20 feet in all directions, as measured at grade perpendicular to the outside face of a steel structure footing or a wood pole. Grading of ground beyond the edge of the resulting square or rectangular flat area shall not be steeper than the following slopes:

	<u>Horizontal Distance</u>	<u>Vertical Distance</u>
Steel towers	4 ft.	1 ft.
Steel poles	4 ft.	1 ft.
Wood H-frames	3 ft.	1 ft.
Single wood poles	2 ft.	1 ft.

- c. The excavation must be shored to prevent any loss of material from the area of the tower foundations to insure retention of structural integrity.
- d. Excavated material shall not be stored in the immediate area of the tower (i.e., piled so as to cause damage to bracing systems).
- e. The excavation shall be backfilled with suitable material and thoroughly compacted.

- f. The surface elevation of the excavated area shall be restored to its original condition and not cause any alteration of the drainage patterns in the area of the tower.
- g. The agency involved should submit plans in advance for any work in the vicinity of transmission structures.
- h. If the above conditions cannot be met, the plans for the proposed project should be submitted to W.E.P.Co. Transmission Engineering for review.

3. Additional Requirements

The Grantee/Permittee agrees:

That no explosives will be used on the Company rights-of-way.

To accept liability for damage or the destruction of property, damage to Company facilities and injury or death of personnel in connection with the proposed construction which will be covered by this agreement.

To reimburse Company for any facility alternation costs which Company may consider necessary due to the construction covered by the agreement.

To provide for the retention of access to Company's facilities which would otherwise be land-locked or an appropriate sum should be offered to Company for this condition resulting from the construction.

To provide for twenty-four hour access to any substation property.

To restore, to a condition satisfactory to Company, any ground surface which may have been disturbed by the Grantee/Permittee operations.