

MILWAUKEE COUNTY
Facilities Management - DAS 10930 West Lapham West Allis, WI 53214
Phone (414) 257-6418 FAX (414) 257-5720 ~~CONSTRUCTION / RIGHT OF ENTRY PERMIT~~

CONSTRUCTION / RIGHT OF ENTRY PERMIT
SMALL WIRELESS FACILITY ("SWF")

Date:

~~Permit Fees:~~ \$500 (up to five SWF units) ~~Permit Number:~~
~~Permit Fee:~~ \$100 (for every SWF over five units) ~~Restoration Bond Amount:~~

~~Permittee:~~
~~Additional Fees:~~ \$1,000 for utility pole installation or replacement for collocation (per utility pole)

~~Annual Rate¹:~~ \$20 for right-of-way management (per SWF unit)

Applicant:

Contact:
Address:
Phone:
Email:

Contractor:

Subcontractor:

To Enter:

Location of Cross Streets:

~~Purpose:~~ SWF deployment pursuant to Wis. Stat. § 66.0414

~~Expiration Date of Permit:~~

~~Expiration Date of Permit:~~ Applicant shall commence authorized activity within 365 days after permit receipt and shall diligently pursue work on the activity until completion. If Applicant fails to commence authorized activity within the permitted time, then the permit shall be considered expired.

Conditions:

This Right-of-Entry Permit ("ROE") is issued by Milwaukee County DAS-Facilities Management (the "County") with the express condition that all work by PermitteeApplicant be performed and completed according to submitted plans, specifications, information and all of the terms and conditions stated herein. PermitteeApplicant, its agents and contractors agree to comply with all of the following conditions and requirements:

Plans Submittal. PermitteeApplicant shall furnish to County three sets of any and all drawings, details and specifications, site plans, and construction drawings to scale as appropriate to identify the proposed SWF, associated utility pole(s) and proposed use of the right of way. As appropriate to the nature and character of the work to be performed, the following shall also be included: land to be entered, proposed access routes, proposed vegetation pruning or removal, the location and construction methods for any proposed work, complete site restoration plan and traffic control plan. PermitteeApplicant is required to

¹ Beginning on July 12, 2019, the County shall adjust the fee by 10% every five years, rounded to the nearest dollar.

Commented [SA1]: §66.0414(3)(d)(1) County "may only charge an application fee that is reasonable, nondiscriminatory, and recovers no more than a governmental unit's direct cost for processing an application."

Tom - Does the County currently charge a permit fee? If so, is it more or less than is governed by this statute as indicated by these fees?

Dave - Would it be fair to charge these fees under the guidelines provided?

submit scaled, engineered drawings that identify all utility conflicts within the construction boundaries including pot—hole/daylight locations. Plans are to be submitted to Tom Travia at **Milwaukee County Facilities Management 901 N. 9th Street, (414) 278-4971.**

To the extent the proposed SWF involves collocation on a new utility pole, existing utility pole, or existing wireless support structure, Applicant shall provide a structural report performed by a duly licensed engineer evidencing that the utility pole or wireless support structure will structurally support the collocation, or that the utility pole or wireless support structure may and will be modified to meet structural requirements, in accordance with applicable codes.

If the SWF will be collocated on a utility pole or wireless support structure owned by a 3rd party, other than a governmental pole or a utility pole for designated services, Applicant shall provide a certification that the wireless provider has permission from the owner to collocate on the utility pole or wireless support structure.

Indemnification. Permittee agrees to the fullest extent permitted by law, to Applicant shall indemnify, defend and hold harmless, the County and, its agents, officers and employee, from and employees, against any and all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or equity, caused by any wrongful, intentional, or negligent act or omission and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of Permittee, or rights-of-way by the Applicant, its (their) agent(s) employees, agents, or contractors which may arise out of or are connected with the activities covered by this ROE. This indemnification is unlimited as to dollar amount, arising out of the rights and privileges granted under this section. Applicant has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the County, its employees or agents.

Insurance-Permittee, Applicant agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from PermitteeApplicant activities, by whomever performed, in such coverage and amounts as required and approved by the County.

Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this ROE. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this ROE, unless otherwise specified by the County, in the minimum amounts specified below.

PermitteeApplicant shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation and Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury and Property Damage to include:	\$1,000,000 Per Occurrence
Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Automobile Liability – Bodily Injury & Property Damage	\$1,000,000 Per Accident All Autos
Environmental Liability	\$1,000,000 Per Occurrence
Excess/Umbrella	\$1,000,000

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this ROE. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this ROE.

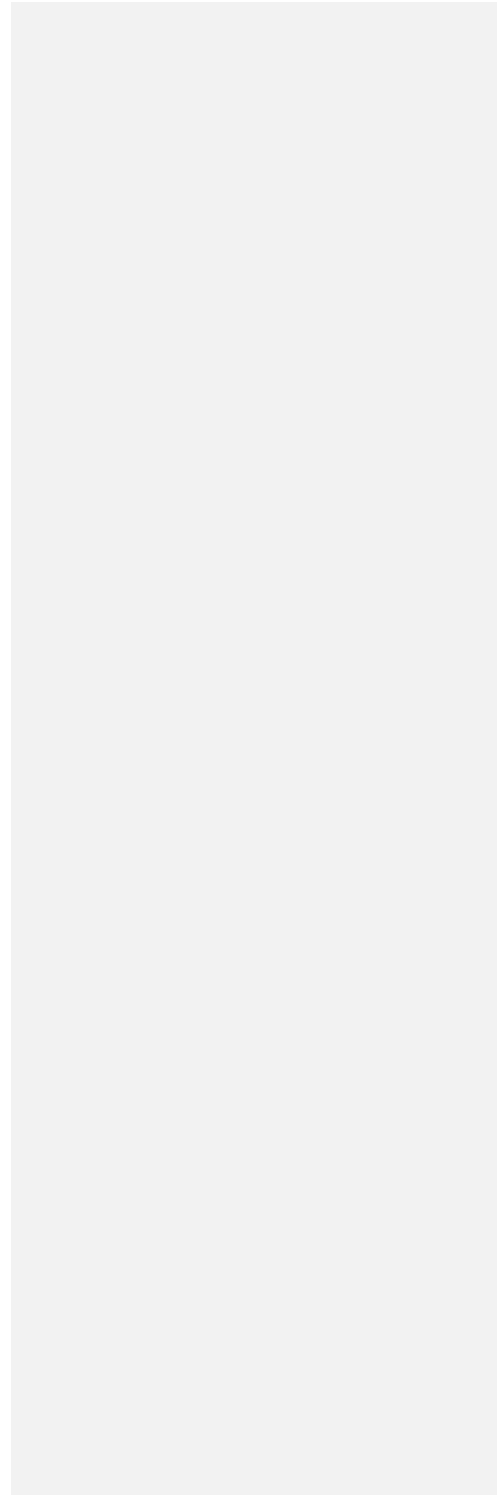
A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this ROE.

Environmental. PermitteeApplicant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Project Area or surrounding areas by PermitteeApplicant, or its agents. PermitteeApplicant shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. Moreover, PermitteeApplicant shall remediate and restore any affected area to at least the minimum standards as required by the Wisconsin Department of Natural Resources (WDNR) or other applicable regulatory agencies. The SWF shall not result in human exposure to radio frequency in excess of the applicable safety standards specified in 47 CFR part 17.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response,

Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board,

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agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

“Environmental Regulations” means all applicable past, present, and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Wisconsin, and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders related to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemicals, substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature, and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

Remains. In conducting all Soil/Environmental Assessment, Site Investigations or Construction, PermitteeApplicant shall not disturb, excavate, exhume or relocate any buried bodies or remains on, in or under the soil discovered during Soil/Environmental Assessments. Should PermitteeApplicant violate this provision, PermitteeApplicant shall use all best efforts to pursue and remedy such violation at the earliest possible time upon such discovery, including by preservation of the burial site from further disturbance, pursuant to Wis. Stat. §157.70(6m). PermitteeApplicant signs this agreement with the express condition that all work by PermitteeApplicant be performed and completed according to applicable laws and regulations, and consistent with the information and terms and conditions stated herein. PermitteeApplicant acknowledges the existence of a cemetery site(s) in the vicinity of the construction area. PermitteeApplicant agrees to hire a firm with expertise in burial sites in the event that remains are discovered. All costs associated with the permittee’sApplicant’s work within the permit area, including any cost to properly remove and relocate any human remains, are the responsibility of the permitteeApplicant.

Associated Costs. PermitteeApplicant shall pay all costs associated with this ROE, including the costs related to obtaining any required permits or approvals required by any other government agencies or adjacent landowners, utilities or easement holders impacted by this work. Existing County owned utilities shall be located and identified by hot-lining prior to the start of proposed work including the identification of privately owned utilities, and properly protected, repaired or replaced if damaged during the work covered under this ROE. County warrants that there are no catalogued burial sites located within the Project Area. PermitteeApplicant will stop work and immediately notify County if any human remains are discovered during the performance of the work covered by this ROE.

Interference. Applicant agrees to install equipment of the type and frequency that will not cause harmful interference, which is measurable in accordance with any existing industry standards. Upon ten (10) days notice from the County of interference, Applicant shall determine whether any interference is caused by its equipment. In the event it is determined that Applicant’s equipment causes such interference, Applicant shall take all commercially reasonable steps necessary to correct and eliminate the interference.

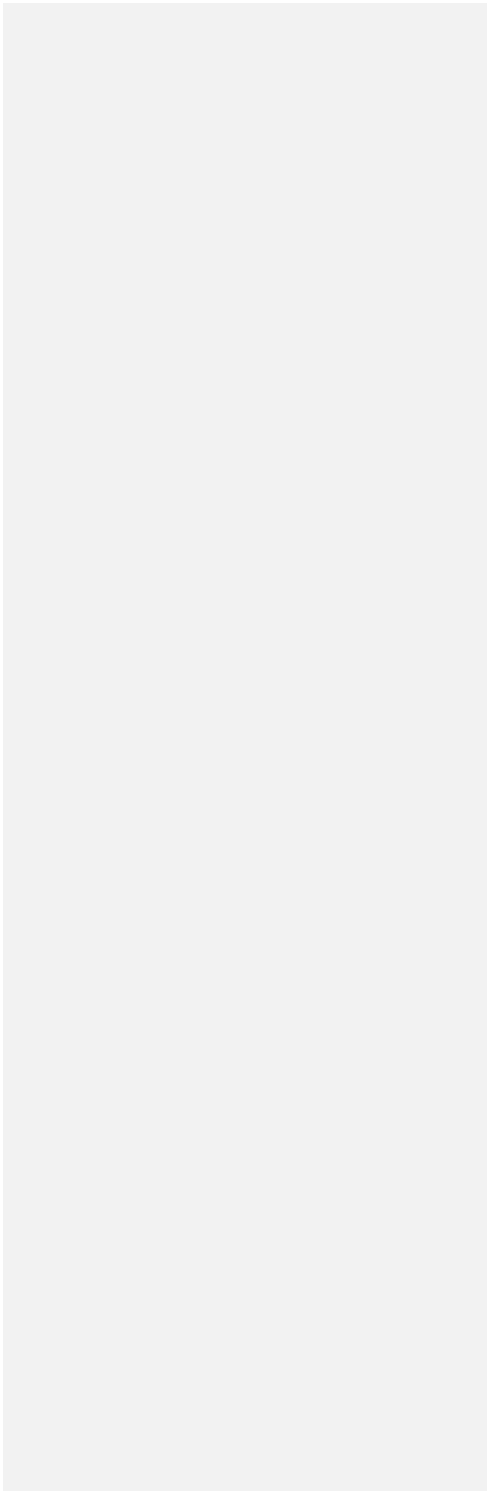
Regulatory. PermitteeApplicant or its agents shall comply with any and all laws, codes, requirements, approvals, and obtain any licenses or permits, required by local municipalities or other regulatory agencies. Applicant shall certify that the SWF complies with all relevant federal communications commission regulations concerning (i) radio frequency emissions from radio transmitters and (ii) unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the federal communications commission set forth in 47 CFR 22.970 to 22.973 and 47 CFR 90.672 to 90.675. Applicant also shall certify that the SWF will not materially interfere with any of the following: (i) the safe operation of traffic control equipment; (ii) sight lines or clear zones for transportation or pedestrians; and (iii) the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

Safety. PermitteeApplicant shall protect and avoid damage to any part of the Project Area and surrounding areas to ensure the safety of Permittee'sApplicant's or its agent's personnel, County staff, tenant staff and general public. PermitteeApplicant shall also provide and install all safety devices, barricades, signs, flag person(s) or other measures as needed to comply with the Permittee'sApplicant's traffic plan. A traffic plan is required for all roadway lane encroachments.

Vegetation. PermitteeApplicant shall protect existing trees, shrubs, delineated wetlands and wetland plants, and other vegetation located at or near the Project Area and surrounding areas of the construction site that this ROE grants access to. Permission to remove and replace vegetation in kind requires prior approval from the County.

Maintenance and Cleanliness. PermitteeApplicant is responsible for maintenance and cleanliness, including dust control, of the Permit Area and surrounding public alleys, sidewalks and streets during the term of this Permit. PermitteeApplicant shall protect existing trees, shrubs, delineated wetlands and wetland plants, and other vegetation located at or near the Project Area and surrounding areas of the construction site that this ROE grants access to. Permission to remove and replace vegetation in kind requires prior approval from the County. Roadways, parking lots, and other County owned property located at or near the Project Area that this ROE grants PermitteeApplicant access to must be kept clean and free of soil, rock, stone, and debris at all times.

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No materials or equipment may be placed, stockpiled, or stored on County owned property that is not included in this ROE. County owned and operated roadways, parking lots and sidewalks shall not be obstructed or closed without written permission from County. Construction or work related vehicles and equipment shall not be operated upon County owned roadways, parking lots, sidewalks, or surrounding areas of the Project Area not included in this ROE without prior written permission from County.

Vehicles. Construction or work related vehicles and equipment shall not be operated upon County owned roadways, parking lots, sidewalks, or surrounding areas of the Project Area not included in this ROE without prior written permission from County.

Restoration. Upon completion of all work **PermitteeApplicant** shall restore any and all damage to County owned property included in the ROE and surrounding areas of the Project Area caused by **PermitteeApplicant** or its agents. Required repairs or restoration shall be made to a preconstruction condition, or better, at no expense to County and to the County's satisfaction.

Hotlines. **PermitteeApplicant** is required to contact Diggers Hotline (1-800-242-8511) and a local Private Utility Locating Service regarding potential utilities located within the Project Area allowed by this ROE a minimum of five (5) business days before commencing work.

Prior to Commencement. **PermitteeApplicant** is required to contact Tom Travia at Milwaukee County Facilities Management to schedule a site inspection before the start of any work to approve construction locations, access routes or any required tree or shrub pruning/removal within the area of construction allowed by this ROE a minimum of five (5) business days before commencing work, and upon completion to approve final restoration of the site. Provide the anticipated start/completion dates. **PermitteeApplicant** is also required to contact the Regional Manager upon completion to approve final restoration of the site.

Authorized Facilities Management Representative: _____ **Date:** _____

Date: _____

PermitteeApplicant Approval and Acceptance of Conditions:

Date: _____

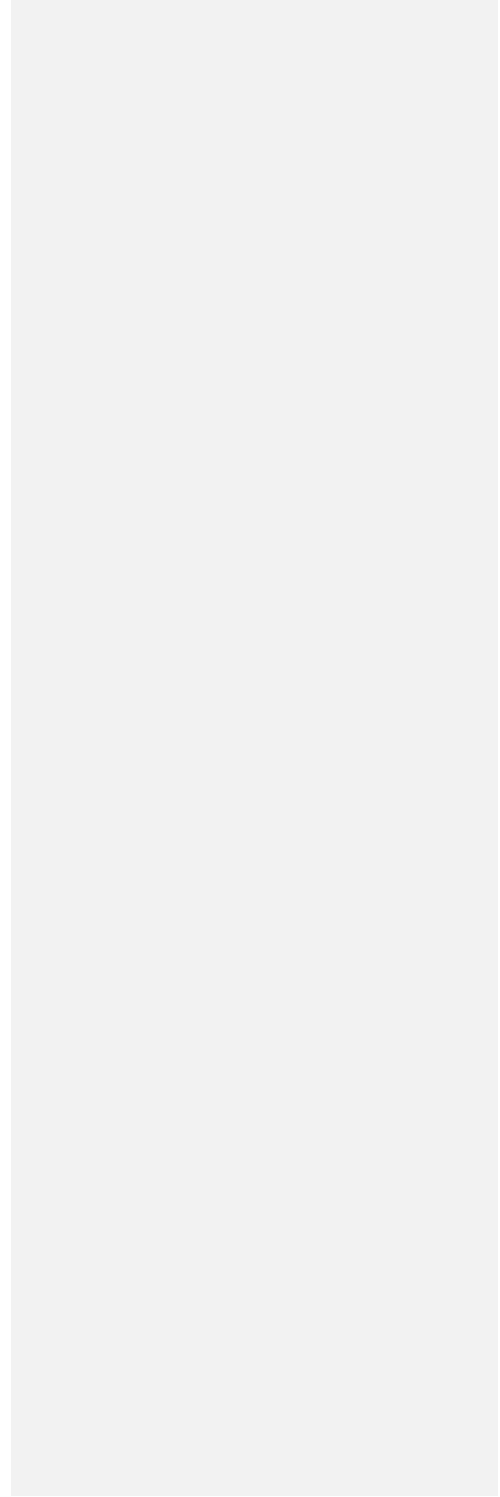
Tenant Representative and Organization:

Sign: _____

Date: _____

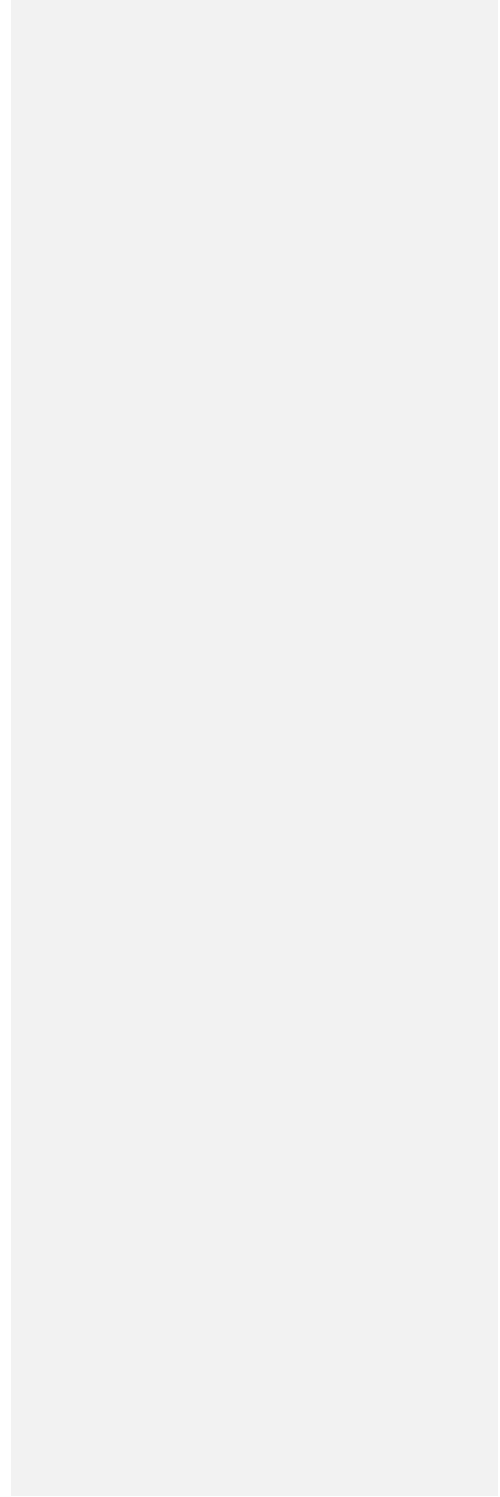
Approval upon satisfactory completion of all work:

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Facilities Management Supervisor: _____

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Date:

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