

COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

quest:
,

WE Energies Easement at Kosciuczko Park 5/14/24

Requesting Department: Department Contact Name:

Parks Robert Senglaub

Approval Signature of Department Head: 9000

High Org: Low Org: Guy Smith 5/14/2024

DESCRIPTION

Please provide a detailed description of the request:

900

We Energies requires a permanent easement at Kosziuczko Park, as an addition to an existing 1985 easement, to provide electric service to a gas monitoring device set in right of way at Lincoln Ave and S 7th Street. The number of existing utilities in the right of way prevents the entire WE Energies electric service being located in right of way. WE Energies needs to tap into the existing eased electric pole at W. Grant and S 7th St. in Kozi Park, to run an electric line to a pad mounted transformer to be located on county land, before it can connect to ROW. The easement size is 0.012 acre.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Increased revenue in 2024

How does this proposal align with the County's objectives on racial equity? Please see the County's Vision/Mission/Values and strategic focus areas attached

Desired Timeline: Anticipated Funding Source (check all that apply and

include amount allocated under each category): **Begin Date:** 6/1/24

Operating Budget: End Date:

Duration: Permanent Other (i.e. grants, donations, etc.; please describe):

Capital Budget:

Request Involves:

✓ Parks Property **BHD Property**

The Basics



By achieving racial equity, Milwaukee is the healthiest County in Wisconsin



We enhance quality of life through great public service

Values

Inclusion

Influence

Integrity

Seek diverse perspectives

Use your power for good

Do the right thing

Strategic Focus Areas

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest "upstream" to address root causes of health disparities

3B: Enhance the County's fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC Project Tracking #:		
TYPE OF REQUEST (Refer to paragra	aph 4.3 of the CFPSC charter for more det	tails)
1. Asset Management	2. Move Management	3. Facility Improvements
4. New Footprint	5. Contractural Obligations	6. Centralized Facilities Management Process Improvement
CFPSC Review Comments:		
		FOR EASEMENTS ONLY Reviewed & Recommended for Approval:
		DAS — FM, AE&ES (Legal Description)
		Director, DAS
		Corporation Counsel
		Note: 1. Easements affecting lands zoned "Parks" require County Board approval. 2. Forward a copy of the recorded easement to AE&ES.
	ng Committee reviewed this proposal on ty Facilities Planning Steering Committee	. As evidenced by the approval of

47

File No. 24-XXX 1 2 (ITEM NO.) From the Executive Director of Milwaukee of County Parks, requesting 3 authorization to enter into a permanent easement, as an addition to an existing 4 easement, with WE Energies to provide electric service to an existing gas regulation pit, 5 by recommending adoption of the following: 6 7 A RESOLUTION 8 9 WHEREAS, WE Energies needs to provide electrical service to a safety 10 monitoring device located in a gas regulation pit at the Northeast corner of S. 7th Street 11 and W. Lincoln Ave., adjacent to the Southeast corner of Kosciuszko Park; and 12 13 WHEREAS, due to the lack of space available in the S. 7th Street right-of-way, 14 WE Energies has no alternative but to locate a part of the electric service on the eastern 15 property line of Kosciuszko Park at W. Grant Street; and 16 17 WHEREAS, WE Energies has an existing 1982 easement for electric service to 18 supply the Kosciuszko Community Center via a pole located at W. Grant Street; and 19 20 WHEREAS, WE Energies can connect the electric service to the existing pole, 21 but requires an additional easement for a strip of land 8 ft. wide and 65 ft. long to place 22 the underground service and a pad-mounted transformer at the point where WE 23 Energies can connect to the existing right-of-way of S. 7th Street; and 24 25 WHEREAS, the proposed final easement acreage on parkland is approximately 26 0.012 acre, or 520 square feet; and 27 28 WHEREAS, WE Energies is offering \$1.60/square foot (\$69,696/acre) as 29 compensation for the easement; and 30 31 32 WHEREAS, WE Energies has requested that Milwaukee County grant a permanent electric easement to allow for the construction, operation, and maintenance 33 34 of the electric service and equipment; and 35 WHEREAS, Parks has reviewed this request and based on the size of the 36 37 easement, the minimal impact to parkland, natural areas, and recreational activities, and the overall benefit to the community, is recommending approval of this easement; and 38 39 40 WHEREAS, the Parks Director has recommended that the authority to prepare, review, approve, execute, and record all documents as required to execute the attached 41 electric easement be granted to Milwaukee County Parks, the Department of 42 Administrative Services, Corporation Counsel, Risk Management, County Clerk, 43 Register of Deeds, and the County Executive; now, therefore, 44 45 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby 46 authorizes the Parks Director, the Department of Administrative Services, the Register

of Deeds, Corporation Counsel and Risk Management to prepare, review, approve, 48 execute, and record all documents, and take all actions as required to grant WE 49 Energies the required permanent electric easement for the construction, operation and 50 51 maintenance of the electric service equipment and related improvements along certain portions of parkland in Kosciuszko Park in the City of Milwaukee along S. 7th Street; and 52 53 BE IT FURTHER RESOLVED, that WE Energies will pay a one-time payment of 54 \$1.60/square foot as compensation for the 0.012 acre easement, which will be 55 approximately \$832; and 56 57 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are 58 authorized to execute the easement and other required documents. 59

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR Number: 4901437 IO Number: 1990132

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MILWAUKEE COUNTY, a municipal body corporate, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land, eight (8) feet in width by sixty-five (65) feet in length, being a part of Grantor's land (commonly known as Kosciuszko Park), in the **Southwest ¼ of Section 5, Township 6 North, Range 22 East**, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

468-9999-000 (Parcel Identification Number)

1. Purpose:

- (a) The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- (b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

2. Construction: Access:

- (a) Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area, subject, however, to pertinent Milwaukee County ordinances and applicable rules and regulations relating to the operation, maintenance, and control of such premises. Grantor shall waive any fees for any necessary permits required by Grantor for Grantee's access.
- (b) Grantee shall provide written notice to Milwaukee County Parks prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.
- (c) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of Grantor.

- (d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor, except, however, the construction of new facilities or modification of existing facilities at the request of Grantor.
- (e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.
- (f) Grantee shall be responsible for maintaining the facilities.
- (g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.
- **3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.
- 5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
- 6. Relocation of Facilities: In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonable suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
- 7. Removal of Facilities: In the event that Grantee's facilities are no longer required to provide electric service, Grantee shall: a) remove any unnecessary overhead and above-ground facilities, including poles, guy wires, overhead conductors, and pad-mounted equipment, and b) abandon unnecessary underground conduit and cables. Grantee shall restore the easement area at its expense and the associated easement rights herein shall terminate.
- 8. Indemnification: It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
- 9. Environmental Indemnification: Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.
- **10. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- **11. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

(signature pages follow)

Grantor:	
MILWAUKEE COUNTY	
David Crowley, Milwaukee County Executive	(Date)
George Christenson, Milwaukee County Clerk	(Date)
STATE OF WISCONSIN)) SS. MILWAUKEE COUNTY)	
Personally came before me this day of George Christenson of Milwaukee County, a municipal corporate the foregoing instrument on behalf of said company and acknowledges.	oration, to me known to be the persons who executed
	(Signature, Notary Public, State of Wisconsin)
(F	Print or Type Name, Notary Public, State of Wisconsin)
	(Date Commission Expires)
The signatures on this document were authenticated by me on Authentication shall constitute a certification as authorized b David Crowley and George Christenson of Milwaukee Co instrument are the genuine signatures of the above–named personal control of the con	y Wis. Stat. §706.06 that each of the above-named, unty, signed here above and all signatures on this
	AUTHENTICATION
	(Signature, Attorney, State of Wisconsin)
	(Name Printed)
	(Title: Member - STATE BAR OF WISCONSIN)

	Grantee:
	Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies
	By: WEC Business Services LLC, its Affiliate and Agent
	By:
Acknowledged before me in Milwaukee County, Wiscons Director Real Estate Services, WEC Business Services Wisconsin corporation doing business as We Energies, i	sin on
	Notary Public Signature, State of Wisconsin
(NOTARY STAMP/SEAL)	Notary Public Name (typed or printed)

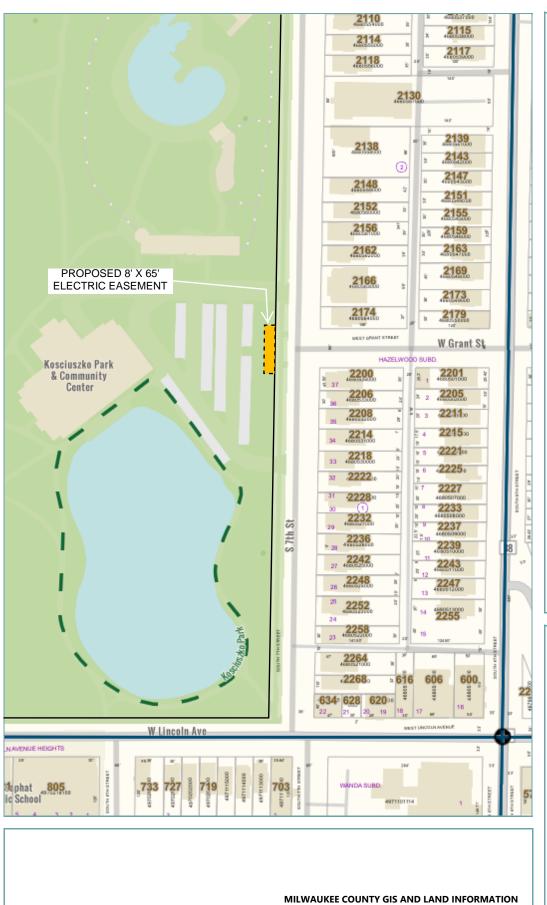
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My commission expires:



EXHIBIT FOR REFERENCE PURPOSES ONLY

EXHIBIT WILL NOT BE RECORDED WITH EASEMENT - SURVEY EXHIBIT IN PROCESS





KOSCIUSZKO PARK



0 45 90

This map is a user generated static output from an Internet mapping site and is for reference only.

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION



KOSCIUSZKO PARK



0 350 700

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MILWAUKEE COUNTY GIS AND LAND INFORMATION



KOSCIUSZKO PARK

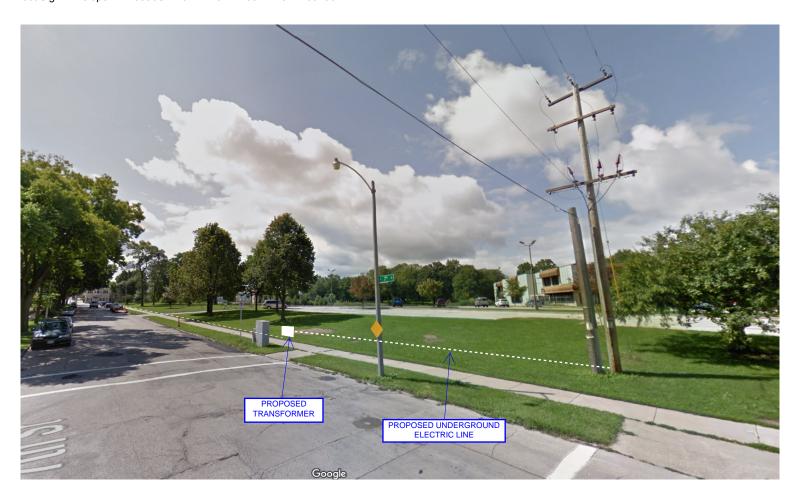


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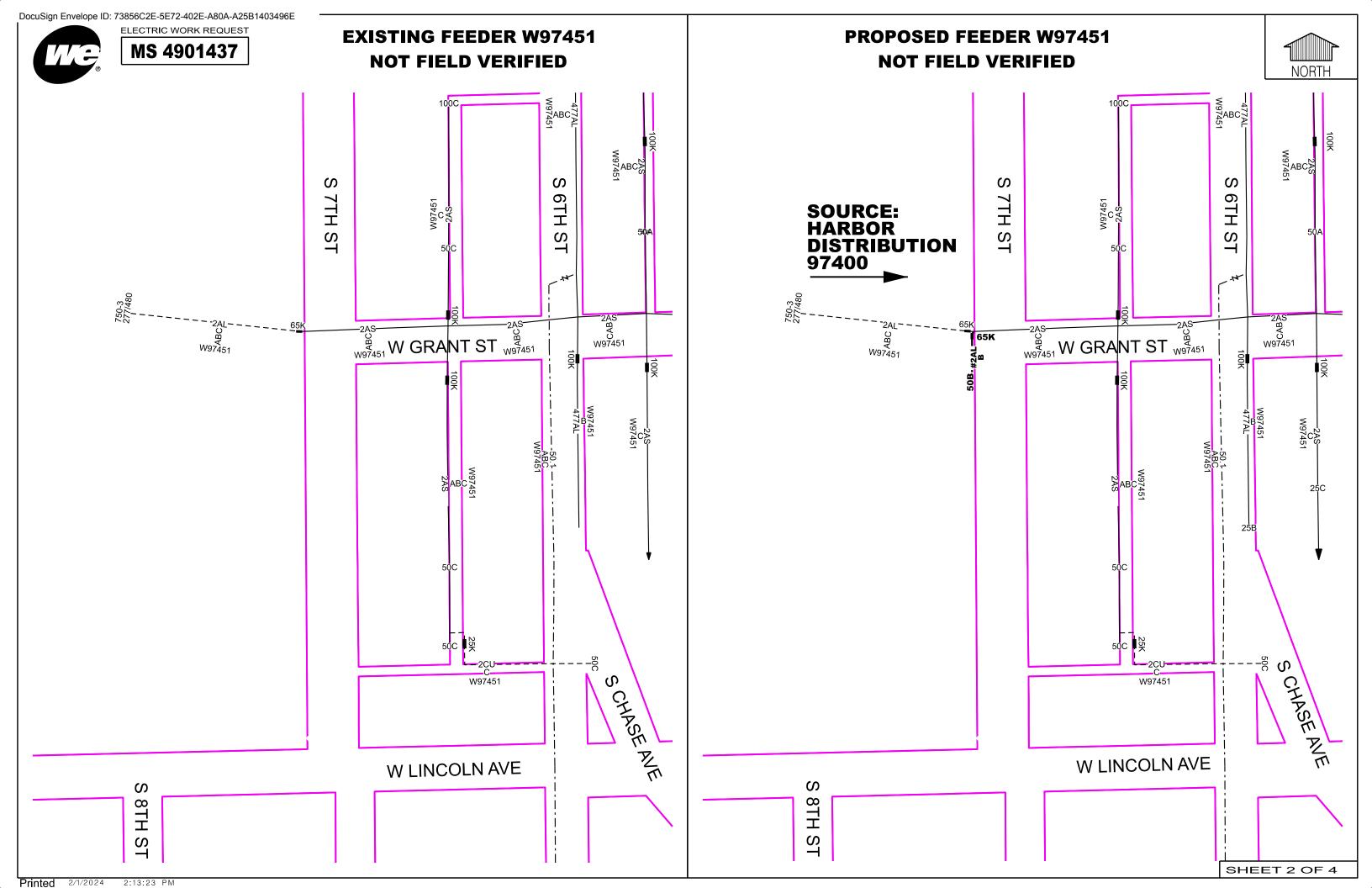
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Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION



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E-MAIL: edgar.corona@we-energies.com	PROPOSED GAS SERVICE INFO				2143 —-P	P-F	2146 2145	- 11	H
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WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE	:F			<u>[</u>		2276 P			
WE ENERGIES IS NOT RESPONDED FOR THE STATE OF BRIDE			KOSCIUSZKO PARK	\ 	634 P 628 P 620	550 R/W	R/W		
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WE ENERGIES - ELECTRIC OPERATIONS

CLEARANCE NOTES:

-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.

-MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.

-THIS APPLIES TO GAS AND WATER MAINS.

-MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.

-MAINTAIN 5' MIN. HORIZONTAL DIST, BETWEEN CONDUIT AND SEWER.

-MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR

SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON

EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

	OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z		(
D.	Z 1 #2 ACSR Z1 1 #1/0 ACSR Z2 1 #3/0 ACSR Z3 3 #2 ACSR Z4 3 #1/0 ACSR Z5 3 #3/0 ACSR Z7 3 #336 ACSR Z7 3 WIRE REMOVAL Z11 2 WIRE REMOVAL Z12 3WIRE REMOVAL	Z13 Z14 Z15 X16 X17 X18 R19 R20 Z21	<u>C</u>
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STANDARD WIRE KEY						
						
	DIREC	CT BURY PRIMARY	- E, F, F	<u>I, Q, R, W, X or Z</u>		
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	Z14	3 #1 AL 25KV	X23	3 #2 Cu 15kV		
	Z15	3 #500 AL 28KV	Z24	1 #2 Cu 25kV		
	X16	1 #2 AL 15KV	Z25	3 #2 Cu 25kV		
	X17	3 #2 AL 15KV	X26	3 #500 Cu 15kV		
Н	X18	3 #500 AL 15KV	Z27	3 #500 Cu 28kV		
	R19	3 #1/0 AL 35KV	Z28	3 #750 Cu 28kV		
	R20	3 #750 AL 35KV	Z29	SPECIAL - LIST		
	Z21	3 #750 AL 28KV		ON SKETCH		
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NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
	S 6DX	\$ 1/0 TXF
N 1-#2 ACSR	S1 4 TX	\$1 4/0 TXF
N1 1-#1/0 ACSR	S2 2 TX	\$2 336 TXF
N2 1-#3/0 ACSR	S3 1/0 TXR	\$3 3/0 TX
N3 1-#4/0 AL	S4 3/0 TXR	\$4 350 TX
N4 1-#336 ACSR	S5 350 TXR	\$5 750 TX
N5 REMOVAL	S6 750 TXR	\$6 1/0 QXF
GUYING	S7 1/0 TXF	\$7 3/0 QXF
	S8 4/0 TXF	\$8 350 QXR
G 1/4" ARM GUY	S9 336 TXR	\$9 750 QXR
G1 5/16" ARM GUY	S10 750 TXF	\$10 3 WIRE REMOVAL
G2 3/8" ARM GUY	S11 3 WIRE REMOVAL	\$11 3/0 QXR
G3 5/16" POLE GUY	S12 3 WIRE MAIN	\$12 4 WIRE REMOVAL
G4 3/8" POLE GUY	S14 6DX CIC	·
G5 7/16" POLE GUY	S15 1/0TX CIC	

EROSION CONTROL LEGEND



INLET PROTECTION, TYPE

APPROXIMATE LOCATION FOR

UNDERGROUND FACILITY EXCAVATION



12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL



STONE DITCH CHECK



ROCK BAG



MULCH



SOIL STABILIZER, TYPE B



EROSION MAT CLASS I, TYPE A

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EROSION MAT CLASS I, TYPE B



EROSION MAT CLASS I, TYPE A URBAN



EROSION MAT CLASS I, TYPE B URBAN



EROSION MAT CLASS II



EROSION MAT CLASS III

VEGETATIVE BUFFER



TRACKING PAD



TIMBER MAT



SILT FENCE



APPROXIMATE DEWATERING BASIN LOCATION



SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

- 2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- 3. Erosion Control BMR's shall meet or exceed the approved WDNR Storm Watter Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
- 4. Inspect installed erosion control BMP's at least one time per week and after ½" rain events:
- 5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

Spills

- 7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - a. Any quantity of oil is spilled into surface water:
 - b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - c. Any oil spill containing greater than 500 ppm PCB;
 - d. Five gallons or more of oil spilled to the ground;
 - e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

- 9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
- 10. All work shall be conducted to minimize soil disturance. No rutting will be allowed within the wetlands.
- 11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
- 12. Excavated soils cannot be stockpiled in wetlands.

- 13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.
- 14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
- 15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.

Waterways

- 16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
- 17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
- 18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

- 19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
- 20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
- 21. Exclusion fencing must be installed at the work area prior to March 15.
- 22. A qualified biologist must be present when conducting work at this location.

Invasive Species

23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of Way Best Management Practices should be followed: (http://council.wisconsinforestry.org/invasives/transportation/).

Cultural and Historical Resources, cont.

- 24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
- 25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
- 26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

- 27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
 - Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
 - b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
 - c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.

