

Town of Stella, Oneida County
APPLICATION/PERMIT to CONSTRUCT, OPERATE,
and MAINTAIN UTILITIES WITHIN HIGHWAY
RIGHT-OF-WAY

Applicant/Company: _____
 Address: _____
 Office Phone: _____
 Cell Phone: _____
 Plans Prepared By: _____
 Company: _____
 Phone: _____
 Email: _____

LOCATION INFORMATION
Highway(s): _____
_____ ¼ of the _____ ¼ Sec _____ T _____ N _____ R _____ E
ADDITIONAL INFORMATION
Annual Service Connection Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No
Utility Work Order # _____
Fee Required? <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____

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

UTILITY TYPE: Electric Gas/petroleum Communications Water Sanitary sewer Private line
 Transmission Distribution Service *Facility Size/Capacity:* _____
 (diameter, # fibers, psi, Kv, etc.)

ORIENTATION: Overhead Underground Parallel to hwy centerline Hwy crossing Bridge attachment Tunnel

WORK TYPE: New construction Improve/repair existing Maintenance Removal Abandon in place

CONSTRUCTION METHOD(S): Plow Trench Bore Suspend on poles/towers Open cut hwy Cased
 Tree cutting/removal Chemical treatment of trees/brush *Erosion Control Designation:* Major Minor

Provide additional narrative if needed: _____

NAME AND PHONE NUMBER OF UTILITY REPRESENTATIVE
 RESPONSIBLE FOR CONSTRUCTION: _____

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

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

The Applicant acknowledges receipt of and agrees to the indemnification requirements enclosed with this permit form: _____ (Initial)

By: _____ (Signature of Applicant/Company Authorized Representative) _____ (Title) _____ (Date)
 _____ (Typed/Printed Name of Person Signing Above or Electronic Signature Code) _____ (Authorized Applicant/Company Representative Telephone Number)

DO NOT WRITE BELOW THIS LINE

PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved, and permit issued by the Town subject to full compliance by the Applicant with all provisions and conditions stated in the Utility Accommodation Policy of the Town of Stella including the Indemnification as included in Section 3 of the Utility Accommodation Policy in effect on the date of this application and as appended to this permit.

Supplemental Provisions Attached: ___ Yes ___ No

By: _____ (Authorized Representative for Town)
 _____ (Title) _____ (Date)

FEE RECEIVED: \$ _____
CHECK NUMBER: _____
DATE ISSUED: _____
HWY PROJECT #: _____

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE:

Pursuant to Wisconsin Statutes, the WisDOT Highway Maintenance Manual, other Town regulations, this permit is granted to allow performance of the specific work described or referenced herein. The following standard provisions and any included special provisions shall govern:

1. Comply with the conditions and requirements of the Town's Utility Accommodation Policy (UAP).
2. Permitted facilities shall, if necessary, be altered at the expense of the Applicant/Owner to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant/Owner; unless a contract for such costs has been executed by the Town.
3. Permitted Utility location shall be installed at the furthestmost horizontal location from the centerline, shall maintain a consistent centerline offset, shall meet the minimal offset and cover requirements of the UAP, and shall not deviate in position from the approved Permit submittal documents without written Town consent and approval.
4. No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the Town has granted permission for a detour. Wherever the pavement is opened, spoil shall be hauled away and the trench shall be backfilled with sand, gravel, or structural fill (compacted in layers) as required by the Town.
5. Pavement removed shall be replaced in accordance with Town specifications.
6. Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS required per conformance with the "Manual on Uniform Traffic Control Devices" and the UAP. When a detour is authorized, local newspapers shall be notified, by the Applicant, in advance of the work being started.
7. All disturbed areas shall be returned to their previous condition or better, subject to the satisfaction of the Town representative. Access to all private drives and public street intersections shall be maintained, and all areas completely restored.
8. Trenching, tunneling, and excavating shall be performed in accordance with the requirements of OSHA, state law, the UAP, and any applicable local regulations.
9. Copy of the permit approval, along with any plans and special provisions, shall be made available on the job site.
10. Upon completion of the work, Applicant/Owner shall file a written notice of completion with the Town within 14 days.
11. Other jurisdictions that may have permit authority are to be contacted; for example, WI DNR, County, County Land & Water Conservation, etc.
12. Issuance of a Permit does not exempt Applicant/Owner from any other Federal, State, County, Town, or Local Agency Permits or approval processes.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

- 1. APPLICANT shall indemnify, hold harmless and defend TOWN, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury, and loss of life), damages, costs, or expenses which TOWN, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur or be required to pay by reason of APPLICANT engaging in the activities authorized by the Permit or which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the APPLICANT, or the construction or maintenance of facilities by APPLICANT, on, under, or over highway right-of-way, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, costs, or expenses caused or resulting from the negligence or wanton or intentional acts or omissions of the Town or its agents, boards, commissions, officers, employees, or representatives. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands, and actions indemnified against shall include all liability, damage, loss, expense, claims, demands, and actions for damage to any property, lines, or facilities placed by or on behalf of the APPLICANT pursuant to the permit, for any loss of data, information, or material; for trademark, copyright, or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever. APPLICANT shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions. The obligation of APPLICANT under this paragraph shall survive the expiration or termination of the Permit.**
2. In order to protect itself and the TOWN, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph 1, above, APPLICANT will at all times during the term of the Permit keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 Combined Single Limit (CSL). Coverage afforded shall apply as primary. TOWN shall be given ten (10) days advance notice of cancellation or non-renewal. Upon issuance of the Permit, APPLICANT shall furnish TOWN with a certificate of insurance listing TOWN as an additional insured and, upon request, certified copies of the required insurance policies. If APPLICANT insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of issuance of the Permit, and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive date. APPLICANT shall maintain coverage for the duration of the Permit and two years thereafter. APPLICANT shall furnish TOWN, annually on the Policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that APPLICANT shall furnish TOWN with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either APPLICANT or TOWN may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the APPLICANT. In the event any action, suit, or other proceeding is brought against TOWN upon any matter herein indemnified against, TOWN shall give reasonable notice thereof to APPLICANT and shall cooperate with APPLICANT attorneys in the defense of the action, suit, or other proceeding. APPLICANT shall furnish evidence of adequate Worker's Compensation Insurance.
3. In case of any sublet work under the Permit, APPLICANT shall furnish evidence that every subcontractor has in force and effect insurance policies providing coverage identical to that required of APPLICANT.
4. The parties do hereby expressly agree that TOWN, acting at its sole option and through its Risk Manager, may waive the requirements contained in paragraphs 2-3, above, such waiver to be in writing only.

v = pedestal, pole or valve

KEY: R/W = right-of-way P/L = property line S = service

FIGURE 1
Short-side service connection

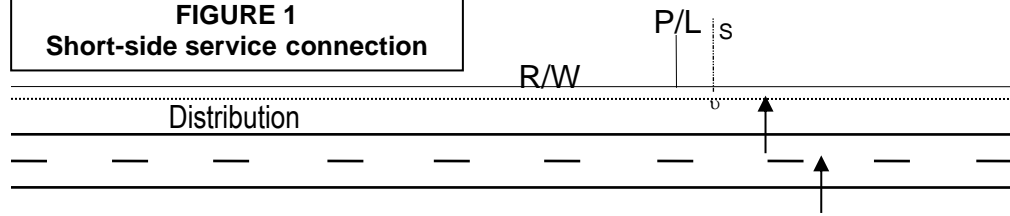


FIGURE 2
Short-side service connection
plus distribution line extension

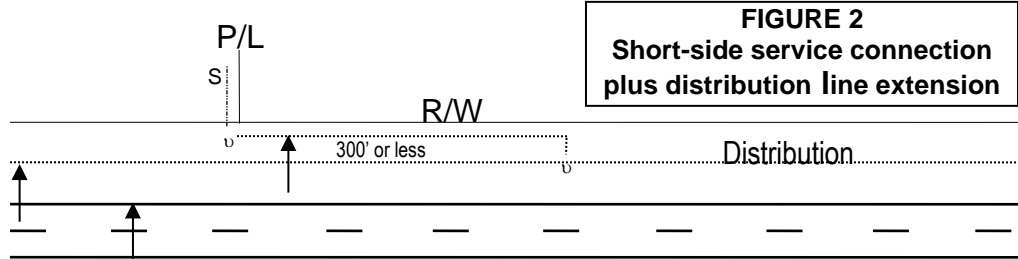


FIGURE 3
Long-side service connection

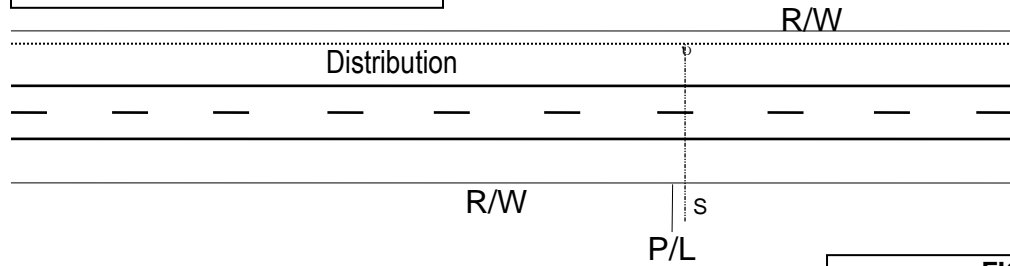


FIGURE 4
Long-side service connection
plus distribution line extension

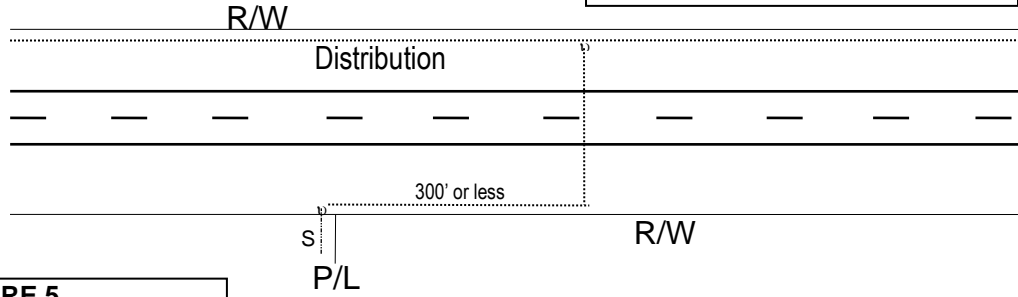


FIGURE 5
Service connection from
distribution line outside R/W limits

