

**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 #:** \_\_\_\_\_

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## **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 furthermost 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.

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## 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.

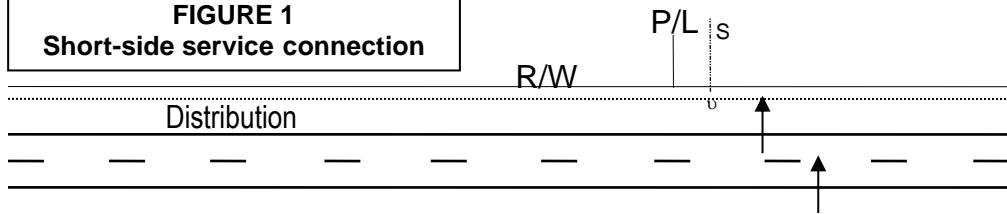
KEY: R/W = right-of-way

P/L = property line

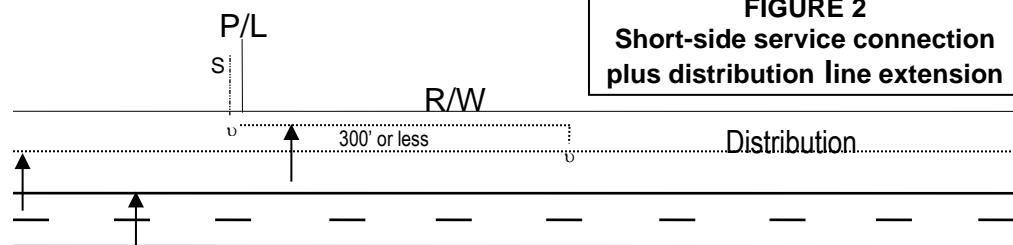
S = service

v = pedestal, pole or valve

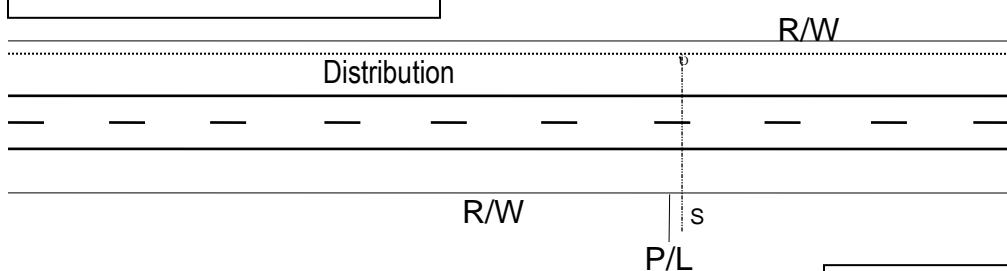
**FIGURE 1**  
**Short-side service connection**



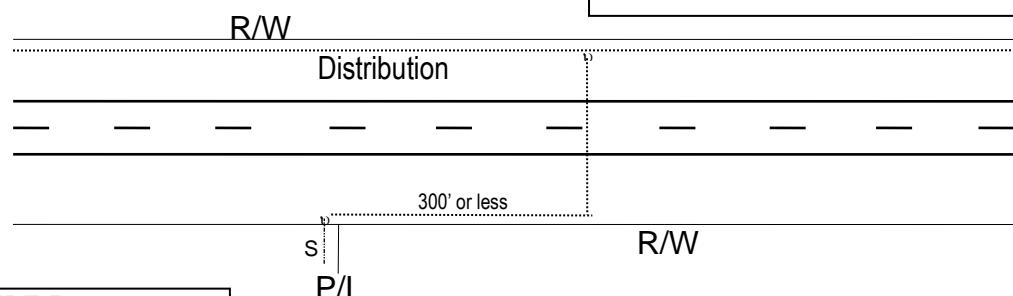
**FIGURE 2**  
**Short-side service connection plus distribution line extension**



**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**

