

OCONTO COUNTY HIGHWAY DEPARTMENT APPLICATION/PERMIT
TO CONSTRUCT, OPERATE, AND MAINTAIN UTILITIES
WITHIN HIGHWAY RIGHT-OF-WAY

PERMIT FEE: \$200.00

Applicant/Company: _____

Address: _____

Plans Prepared By: _____

Preparer Phone: _____

Preparer Email: _____

LOCATION INFORMATION

Highways(s) _____

Town/Village/City of: _____

____1/4 of the ____1/4 Sec ____T____N____R____E

ADDITIONAL INFORMATION

Annual Service Connection Permit? ☐ Yes ☐ No

Utility Work Order# _____

Fee Required? ☐ Yes ☐ No Amount \$ _____

DESCRIPTION OF PROPOSED WORK (Check & fill out all the apply)

UTILITY TYPE ☐ Electric ☐ Gas/petroleum ☐ Communications
☐ Water ☐ Sanitary sewer ☐ Private line
☐ Transmission ☐ Distribution ☐ Service facility size/capacity _____

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

WORK TYPE: ☐ New construction ☐ Improve/repair existing ☐ Maintenance
☐ Removal ☐ Abandon in place ☐ Plat Map Attached - Required

CONSTRUCTION METHODS: ☐ Plow ☐ Trench ☐ Bore
☐ Suspend on poles/towers ☐ Open cut hwy
☐ Cased ☐ Tree cutting/removal ☐ Chemical treatment-Trees/Brush

Erosion Control Designation: ☐ Minor ☐ Major

Provide additional narrative if needed: _____

NAME & PHONE NUMBER OF UTILITY REPRESENTATIVE RESPONSIBLE FOR CONSTRUCTION

Estimated start date: ____/____/____ Estimated completion/restoration date: ____/____/____

The applicant understands and agrees that the permitted work shall comply with all permit provisions & conditions of the Utility Accommodation Policy of the above-named county in effect at the time of this application and with any special provisions listed below or attached hereto, and any plan, details, or notes attached hereto and made a part thereof.

By: _____
(Signature of Applicant/Co. Authorized Representative) (Title) (Date)

(Type/print name of person signing above or electronic signature code) (Authorized applicant. Co. Rep. Phone no.)

Please email completed permit to: hwycm@ocontocountywi.gov

Or mail with payment of \$200 to Oconto County Highway Dept. PO Box 138, Oconto, WI 54153

DO NOT WRITE BELOW THIS LINE

PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated in the Utility Accommodation Policy of the above-named county including the Indemnification as included in 96.03 of the WCHA Utility Accommodation Policy in effect on the date of this application.

Supplemental Provisions Attached: ☐ Yes ☐ No

By: _____ Date _____
Oconto County Highway Commissioner

Comments/Special Provisions: _____

FEE RECEIVED: \$ _____

CHECK NO.: _____

DATE PMT REC'D: ____/____/____

PERMIT NO. _____

APPROVED PERMIT SENT VIA: _____

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE:

Pursuant to Wisconsin Statutes, WisDOT Highway Maintenance Manual, and other County 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 WCHA Utility Accommodation Policy (UAP); most current version.
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 County.
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 COUNTY 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 County 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).
5. Pavement removed shall be replaced in accordance with County specifications.
6. Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS required per conformance with the "Manual on Uniform Traffic Control Devices". When a detour is allowed, local newspapers shall be notified, by the Applicant, in advance of the work being started.
7. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of County representative. Access to all private drives and public street intersections shall be maintained, and all areas completely restored.
8. Trenching, tunneling, or excavating shall be performed in accordance with requirements of OSHA, Wisconsin Department of Commerce, this policy, and any applicable local regulations.
9. Copy of the permit approval, along with any plans and special provisions, shall be available on the job site.
10. Upon completion of the work, Applicant/Owner shall file a written notice of completion with the County.
11. Other jurisdictions that may have permit authority are to be contacted; for example, WDNR, Township, County Land & Water Conservation.
12. Issuance of a Permit does not exempt Applicant/Owner from any other Federal, State, County, or Local Agency Permits or approval processes.

INDEMNIFICATION

1. APPLICANT shall indemnify, hold harmless and defend COUNTY, 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 COUNTY, 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, pursuant to the Permit, 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 acts or omissions of County, 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 COUNTY, 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 Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000 Combined Single Limit (CSL). Covered afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or non-renewal. Upon issuance of the Permit, APPLICANT shall furnish COUNTY with a certificate of insurance listing COUNTY 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 COUNTY, annually on the Policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that APPLICANT shall furnish COUNTY 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 COUNTY 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 COUNTY upon any matter herein indemnified against, COUNTY 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 each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of APPLICANT.

The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in paragraphs 1-3, above, such waiver to be in writing only.



**OCONTO COUNTY HIGHWAY DEPT
202 VAN DYKE STREET
PO BOX 138
OCONTO, WI 54153
PHONE: 920-834-6886
EMAIL: hwycom@ocontocountywi.gov**

UTILITY PERMIT FEES

UTILITY PERMIT	\$200.00
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ANNUAL MAINTENANCE/SERVICE CONNECTION	\$500.00
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**RETURN THIS COMPLETION CERTIFICATE
TO THE OCONTO COUNTY HIGHWAY DEPARTMENT
WHEN SITE IS RESTORED**
(For Utility Permits)

E-Mail or Fax to Address Listed Below

Date _____

To: OCONTO COUNTY HIGHWAY DEPARTMENT

ATTN: HIGHWAY COMMISSIONER

TELEPHONE: 920-834-6886

E-MAIL: hwycm@ocontocountywi.gov

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT: _____

TELEPHONE: _____

COUNTY PERMIT NO.: _____

UTILITY WORK ORDER# _____

The work requested under the above-mentioned highway permit has been completed. The County can now review to ensure proper restoration to the affected highway right-of-way has been made.

Signature: _____

Printed Name: _____