

VILLAGE OF COTTAGE GROVE, DANE COUNTY, WISCONSIN
PERMIT TO CONSTRUCT, MAINTAIN OR REPAIR FACILITY
WITHIN A STREET RIGHT - OF - WAY OR PUBLIC LANDS

Date: 02-25-2020

Request by Applicant

Name of Facility Owner: Everstream
Address: 324 E Wisconsin Ave
Milw WI 53202
Contact: Abigail Stein
Owner's Phone: 414-409-9310
Mobile Phone: 262-825-2363
Fax Number: _____
mritchie@mi-tech.us Mike Ritchie

Name of Agent: Everstream
Address: 6484 Ronald Reagan Ave
Madison WI 53704
Contact: Lee Smet
Applicant's Phone: _____
Mobile Phone: 414-721-1418
Fax Number: _____
lsmet@everstream.net

Work to be performed in the following area:

Highway/Street Name: N Main from north, Cottage Grove Rd (extending east),N Main south out of village T7R11 S4

Estimated Start Date: 4-1-2020 Estimated Completion Date: 12-30-2020

Type of Installation: New Fiber inside of 2" duct

Will structure(s) (ie. pedestal, pole, vault) be placed in the ROW or easement area? Yes No

If yes to structure(s) is information and details of each type of structure attached? Yes No

Plans prepared by: Mi-Tech Services

Attachment Description: Yes - North ring

Agents Subcontractor(s): TBD Contact: _____

Address: _____

Phone: _____ Mobile Phone: _____ Fax: _____ Email: _____

Estimated Restoration Date: _____

The applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions listed below or attached hereto, and any and all plans, details or notes attached hereto and made a part thereof.

Printed Name: Lee Smet Joel Bijarski Title: Outside Plant Mgr Date: _____

Authorized Applicant/Representative or Project Manager Director of field services

Signature: [Handwritten Signature]

PERMIT APPROVAL BY VILLAGE OF COTTAGE GROVE

Engineering Review Required: Yes No

Engineering Review Cost*: \$2,000.00

Bond Required*: Yes No Amount: \$5,000.00 Bond Expires: _____

Land Disturbance Permit Required: Yes No

The foregoing application is hereby approved and permit issued by the Village of Cottage Grove subject to full compliance by the Applicant with all provisions and conditions stated herein **and** on the reverse side hereof and all attachments hereto.

Other Special Provisions: _____

Printed Name: _____ Title: _____ Date: _____

Village Approval

Signature: _____

*Engineering review costs and bond requirements will vary depending on the size, complexity and scope of the planned work.

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

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

1. The permitted facilities shall, if necessary, be altered at the expense of the **APPLICANT** 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**.
2. 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 **Village of Cottage Grove** has granted permission for a detour. Wherever the pavement is opened the spoil shall be hauled away and the trench shall be backfilled with sand or gravel and compacted in layers. The degree of compaction shall be to 95% Maximum Dry Density per modified proctor (ASTM D1557). The pavement removed for a road crossing shall be replaced as per **Village of Cottage Grove** specifications.
3. The Applicant shall provide all necessary signs, flagmen, and lights required according to the "Manual on Uniform Traffic Control Devices." **APPLICANT** agrees to keep the place where such work or excavation is made properly guarded by day and lighted by night. When a detour is allowed, local newspapers shall be notified by the **APPLICANT** in advance of the work being started.
4. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the **Village of Cottage Grove** or its representative(s), and all work associated with this permit shall be completed within twenty (20) calendar days of the closing of the excavation. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored. Any surface settlement within 3 years of completion shall be warrantied and restored by applicant.
5. Damage to any **VILLAGE** infrastructure (ie: pipes, structures) within 3 years shall be warrantied and repaired by the **APPLICANT**. Failure to perform repairs will result in the **Village** performing the work and all associated costs will be drawn from the **APPLICANTS** bond.
6. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Safety and Professional Services, and any applicable local regulations. The **VILLAGE** is not responsible for any of the **APPLICANTS** safety procedures.
7. A copy of this approval, along with any plans and special provisions, shall be available on the job site.
8. **APPLICANT** agrees to comply with Chapter 163 of the Village General Ordinances, Erosion, Sediment and Water Runoff Control.
9. Upon completion of the work the **APPLICANT** shall file a written notice with the **Village of Cottage Grove**.
10. This permit does not exempt the **APPLICANT** from any State, County or Local Agency permits or approval processes.

INDEMNIFICATION

APPLICANT shall indemnify, hold harmless and defend the **VILLAGE OF COTTAGE GROVE**, its boards, commissions, agencies, officers, employees and representatives against any liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the **Village of Cottage Grove**, 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** and or its sub-contractor(s), or the construction or maintenance of facilities by the **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, charges, costs, or expenses caused by or resulting from the acts or omissions of the **Village of Cottage Grove**, its agencies, 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.

INSURANCE

1. **APPLICANT** agrees to maintain comprehensive public liability, contractual and property damage insurance, with the **Village of Cottage Grove** as a named additional insured for a period of three (3) years from the date of completion of work hereunder, in an amount no less than \$1,000,000 per claim occurrence from a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, such insurance shall be evidenced by a certificate of insurance showing the **Village of Cottage Grove** as a named additional insured and shall provide thirty (30) days written notice to the Village upon cancellation or material change in the policy with the renewal certificates provided to the **Village of Cottage Grove** for three (3) years from the date of completion of work hereunder.
2. In case of any sublet of 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 the **APPLICANT**.

BONDING

The **Village of Cottage Grove** reserves the right to require a bond for all permitted work. A separate bond will be required for each permit filed with the **Village of Cottage Grove**. Bonds will be required to be held for three (3) years.

WAIVER

The parties do hereby expressly agree that the **Village of Cottage Grove**, acting at its sole option, may or may not waive any and all requirements contained in the above paragraphs, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the **Village of Cottage Grove** or its representative(s) taking into account the nature of the work and other factors relevant to the **Village of Cottage Grove** exposure, if any, under the Permit.