



OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the City of Stoughton Utilities Committee will hold a special meeting on the date and at the time and location given below.

Meeting of: **CITY OF STOUGHTON UTILITIES COMMITTEE**
Date/Time: Monday, February 21, 2022 at 5:30 p.m.
Location: Online Attendance: [GoToMeeting ID 238-498-749](#).
Members: Citizen Member David Erdman (Chair), Alderperson Ben Heili, Alderperson Regina Hirsch, Citizen Member John Kallas (Vice-Chair), Mayor Tim Swadley, Citizen Member Dustin Thoren, Alderperson Rachel Venegas

AGENDA:

CALL TO ORDER

NEW BUSINESS

1. ** Briefing on the status of the City's negotiations with the Town of Rutland relating to an agreement authorizing the installation of a water main and street improvements to Oak Opening Drive in the Town (**Discussion**)
2. Consideration and possible action authorizing City staff to petition the Town of Rutland, pursuant to Wis. Stat. sec. 195.58, to install a water main in part of Oak Opening Drive (**Action**)

ADJOURNMENT

*** May move to closed session per Wisc. Stat. 19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.*

Notices Sent To:

Stoughton Utilities Committee Members
Stoughton Utilities Director Jill M. Weiss, P.E.
Stoughton Utilities Assistant Director Brian Hoops
Stoughton Utilities Finance Manager Shannon Statz

cc: Stoughton City Attorney Matthew Dregne
Stoughton Common Council Members
Stoughton City Clerk Candee Christen
Stoughton Leadership Team
Stoughton Utilities Electric System Supervisor Bryce Sime
Stoughton Utilities Operations Superintendent Sean Grady
Stoughton Utilities Water System Supervisor Kent Thompson
Stoughton Utilities Wastewater System Supervisor Brian Erickson
Stoughton Utilities WPPI Energy Services Manager Amy Wanek
Unified Newspaper Group – Stoughton Courier Hub

CONNECTION INSTRUCTIONS: Please join the meeting from your computer, tablet or smartphone using the following URL:

<https://meet.goto.com/238498749>

You can also dial in using your phone at (571) 317-3122 using access code: 238-498-749.

ATTENTION COMMITTEE MEMBERS: Two-thirds of members are needed for a quorum. The committee may only conduct business when a quorum is present. If you are unable to attend the meeting, please contact Jill Weiss at (608) 877-7423 via email at JWeiss@stoughtonutilities.com, or Brian Hoops at (608) 877-7412, or via email at BHoops@stoughtonutilities.com.

It is possible that members of, and possibly a quorum of members of other committees of the Common Council of the City of Stoughton may be in attendance at this meeting to gather information. No action will be taken by any such group(s) at this meeting other than the Stoughton Utilities Committee consisting of the members listed above. An expanded meeting may constitute a quorum of the Common Council.

Upon reasonable notice, efforts will be made to accommodate the needs of individuals through appropriate aids and services. For information, or to request such assistance, please contact Stoughton Utilities at (608) 873-3379.

Current and past Stoughton Utilities Committee documents, including meeting notices, meeting packets, and meeting minutes, are available for public download at stoughtonutilities.com/uc.



Stoughton Utilities

600 South Fourth Street
P.O. Box 383
Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: February 18, 2022

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Briefing on the status of the City's negotiations with the Town of Rutland relating to an agreement authorizing the installation of a water main and street improvements to Oak Opening Drive in the Town

The committee may meet in closed session, pursuant to Wis. Stat. sec. 19.85(1)(e), to receive a briefing on the status of the City's negotiations with the Town of Rutland relating to an agreement authorizing the installation of a water main and street improvements to Oak Opening Drive in the Town.

After meeting in closed session, the committee will reconvene in open session and continue to consider remaining items on the agenda.

AGREEMENT REGARDING TOWN ROAD IMPROVEMENTS

THIS AGREEMENT REGARDING TOWN ROAD IMPROVEMENTS is entered into as of the ____ day of _____, 2022 (the “Effective Date”), by and between the City of Stoughton, a Wisconsin municipal corporation (the “City”) and the Town of Rutland, a Wisconsin township (the “Town”).

RECITALS

- A. The City desires to construct certain improvements within the Oak Opening Drive and Deer Point Drive rights-of-way located within the Town.
- B. The Town is willing to authorize the City to perform work within the Oak Opening Drive and Deer Point Drive rights-of-way on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Town and the City agree as follows:

1. Improvements Authorized. The Town hereby authorizes the City to construct and install those improvements within the Oak Opening Drive and Deer Point Drive rights-of-way within the Town that are depicted on Exhibit A attached hereto (the “Improvements”). The City may construct the Improvements, in one or more phases, if the City determines that such Improvements are necessary or desirable. For the avoidance of doubt, this Agreement grants to the City the right, not the obligation, to construct the Improvements. Construction of the Improvements must begin by October 1, 2026, or this Agreement shall terminate.

2. Costs and Expenses. The City shall be solely responsible for the cost of the Improvements and any expenses associated therewith. In addition, the City will reimburse the Town for reasonable legal fees incurred in connection with the Town’s review of this Agreement, which reimbursement will be paid within thirty (30) days of receipt of an invoice from the Town.

3. Permits. The Town agrees that, other than a permit to work in the right-of-way, the City needs no permit from the Town to construct the Improvements. The City shall be responsible for obtaining any permits required from governmental authorities other than the Town. After the Improvements are constructed, if it becomes necessary for the City to excavate Oak Opening Drive to undertake maintenance or other work, the City will comply with all applicable Town ordinances relating to such work, including applying for any permits required to excavate the road or work in the right-of-way.

4. Plans and Specifications. The City shall provide the Town with a set of plans and specifications for the Improvements at least thirty (30) days prior to the commencement of any construction activities under this Agreement. The plans and specifications shall be consistent with Exhibit A.

5. Guarantee. The City guarantees all Improvements, excepting the water main, against defects which appear within a period of one year from the date completed. If any defect appears during the guarantee period, the City shall upon written notice and, at its expense, perform repairs to the standard provided in the plans and specifications. The City shall have 90 days from the issuance of such notice (or such longer period as may be acceptable to the Town or as may be required due to weather or climactic conditions) to cure the defect.

6. Weight Restrictions. The parties agree to impose no weight restrictions on Oak Opening Drive, Deer Point Drive or on Rutland Dunn Town Line Road east of Oak Opening Drive. Notwithstanding the foregoing, the parties may impose temporary weight restrictions during those times when flooding or other extraordinary (and not merely seasonal) conditions require such restrictions to prevent damage to roads.

7. Approval of Start Date. No land disturbances or work shall begin without the Town Chairperson's approval, not to be unreasonably withheld, of a starting date and schedule which shall be submitted by the City to the Town at least seven calendar days before work is scheduled to begin.

8. Contractors Engaged by City. The City anticipates that the developer of the proposed 51 West development will contract for the installation of water main and the construction of the northerly part of the street improvements. The City anticipates that the City will contract for construction of the southerly portion of the street improvements, in coordination with the 51 West developer. Any part of the Improvements to be contracted for by the City will be publicly bid and awarded to the low responsible bidder. Any part of the Improvements to be constructed by the 51 West developer will be constructed pursuant to a development agreement between the City and the developer, under the City's supervision. The City shall furnish the Town's Chairperson with the names of all contractors and their subcontractors, with the classification of work they will perform, not less than seven calendar days prior to any work beginning.

9. Construction Oversight. The City shall oversee construction of the Improvements, and shall be responsible to ensure that the Improvements are constructed in accordance with the approved plans and specifications.

10. Time of Completion. Unless otherwise agreed, all work specified herein shall be completed within twelve months following commencement of construction.

11. Compliance with Laws. The City shall comply with all applicable federal, state and local laws and regulations governing construction of the Improvements.

12. Ownership and Maintenance of Improvements. The improved roads shall be town roads and after completion the Town shall have sole responsibility for maintenance, repair and replacement of the roads, except the City shall be responsible for snow removal. The water main to be installed within the Oak Opening Drive right of way shall be the property of the City of Stoughton, and the City shall have the right and sole responsibility for maintenance, repair, and replacement of the water main. The Town grants to the City the perpetual right to use, maintain, repair and replace the water main, and this provision shall survive the termination of this Agreement.

13. Insurance and Indemnification.

a. The City shall, at the City's cost, obtain and maintain an additional insured endorsement to the City's liability insurance policy, adding the Town and the Town's officers, employees and elected officials as additional insureds with respect to claims arising from the City's or the City's contractor's construction, maintenance or repair of the Improvements, including snow removal, subject to the terms and conditions of the City's liability insurance policy. To the extent the City's liability policy includes a deductible, the City will pay the deductible on any claim covered under the additional insured endorsement required by this paragraph.

b. If part of the Improvements are constructed by a developer, the City shall require the Developer to comply with the City's "City Contract Insurance Requirements" attached as Exhibit B. The City shall require Developer to add the Town and its officers, employees and elected officials as additional insureds on the policies of insurance Developer is required to carry pursuant to the City Contract Insurance Requirements."

c. The City shall indemnify the Town against any claim for damages to persons or property arising from the construction or maintenance of the Improvements including snow removal, where the Town has sought coverage as an additional insured under a policy described in the foregoing subsections a. and b., and such coverage has been denied.

14. Public Right-of-way to Remain Open. Following completion of the Improvements, neither the City nor the Town shall install any gate, erect any barrier or take any other action to close Oak Opening Drive between the City of Stoughton and the Town of Rutland, provided, however, that either party may, from time to time, temporarily close or restrict portions of Oak Opening Drive within their respective jurisdiction during an emergency or while maintenance and repair activities are being performed. The covenants contained in this paragraph shall be construed as independent covenants that will survive the termination of this agreement for a period of thirty years.

15. Term of Agreement. If construction of the Improvements is not commenced by October 1, 2026, this Agreement shall terminate. If construction of the Improvements is commenced by October 1, 2026, then this Agreement shall remain in effect until such time as the Improvements are under the City's jurisdiction.

16. Miscellaneous.

a. This Agreement is an Intergovernmental cooperation agreement authorized under section 66.0301 (2) of the Wisconsin statutes.

b. This Agreement is limited to the subject matter contained herein and may be amended only by a written agreement signed by both the Town and the City.

c. This Agreement is not intended to and shall not be construed to give any person not a party to this Agreement any interest or right (including without limitation any

interest or right as a third-party beneficiary) with respect to or in connection with this Agreement.

d. The provisions of this Agreement are intended to be enforceable among the parties. In the event of a dispute between or among parties to this Agreement, the parties shall meet and attempt to resolve the dispute informally before resorting to litigation.

e. This Agreement shall be interpreted pursuant to the laws of the State of Wisconsin.

f. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

g. This Agreement may be executed in original counterparts, each counterpart deemed a valid original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By: _____
Tim Swadley, Mayor

ATTEST:

Candee Christen, City Clerk

Approved as to Form:

Matthew P. Dregne, City Attorney

TOWN:
TOWN OF RUTLAND

By: _____
Deana Zentner, Town Chairperson

By: _____
Sue Williams, Board Member

By: _____
Nancy Nedveck, Board Member

By: _____
Bob Postel, Board Member

ATTEST:

Dawn George, Town Clerk

Approved as to Form:

Allen D. Reuter, Town Attorney

Exhibits:

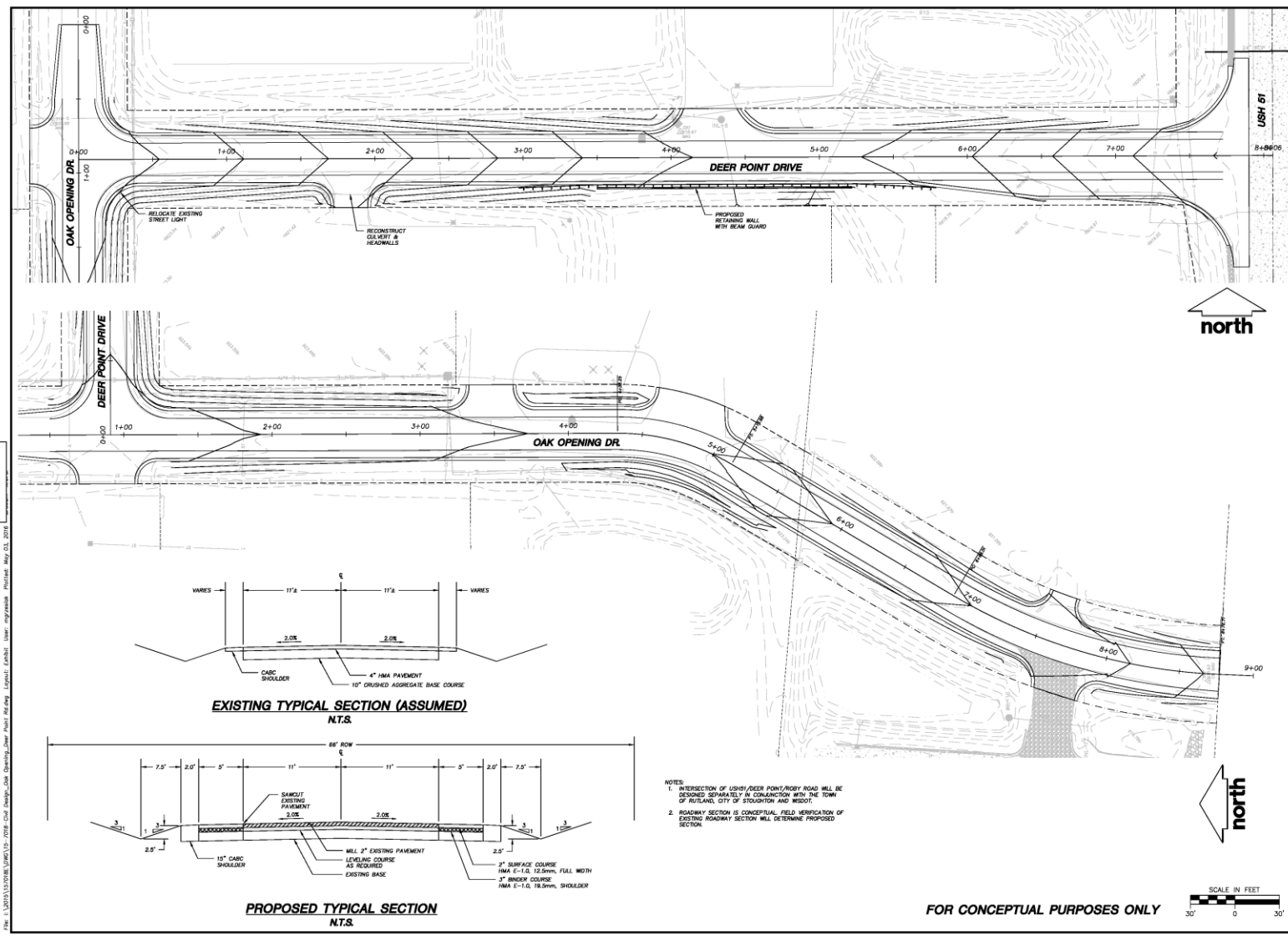
- A – Concept Plans for Improvements
- B – City Contract Insurance Requirements

EXHIBIT A

Concept Plans for Improvements

[See attached]

Exhibit A



JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners

"BUILDING RELATIONSHIPS WITH A COMMITMENT TO CLIENT SATISFACTION THROUGH TRUST, QUALITY AND EXPERIENCE"

- CIVIL ENGINEERING
- SURVEYING & MAPPING
- CONSTRUCTION SERVICES
- WATER RESOURCES
- PLANNING & DEVELOPMENT
- TRANSPORTATION ENGINEERING
- STRUCTURAL ENGINEERING
- LANDSCAPE ARCHITECTURE

MADISON REGIONAL OFFICE
 161 HERRON DRIVE, SUITE 101
 VERONA, WISCONSIN 53583
 608.848.5200 PHONE | 608.848.2595 FAX
 MADISON | MILWAUKEE
 KENOSHA | APPLETON
 www.jsdinc.com

SERVICES PROVIDED TO:

FDG

PROJECT:
**KETTLE PARK WEST
 PHASE II
 PUBLIC
 IMPROVEMENTS**

PROJECT LOCATION:
 CITY OF STOUTSTON
 DANE COUNTY, WI

JSD PROJECT NO.: 15-7018E

PRELIMINARY

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	JSD	13-11-15
DRAWING:	JSD	12-17-15
APPROVED:		

PLAN MODIFICATIONS:

PRELIMINARY AGENT SUBMITTAL	12-18-15
PRELIMINARY FINAL PLAN SUBMITTAL	01-14-16
MUNICIPAL SUBMITTAL	03-18-16

DIGGER'S HOTLINE
 Toll Free (800) 242-8511
 Milwaukee Area (414) 258-1181
 Heavy Equipment (262) 543-5289
 www.DiggersHotline.com

SHEET TITLE:
**OAK OPENING DRIVE
 DEER POINT DRIVE
 IMPROVEMENT
 EXHIBIT**

SHEET NUMBER:
C002

Viewers are advised to ignore the illegible text on this document. It is presented to show spatial relationships only.

By: *Mark P. Dwyer*

Exhibit B

City Contract Insurance Requirements

City of Stoughton INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE REQUIREMENTS

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Stoughton.

It is hereby agreed and understood that the insurance required by the City of Stoughton is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Stoughton, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|---|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products-Completed Operations) per project | \$2,000,000 |
| 4. | Products-Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– "Any Auto" basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

- B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements
4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
- A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
- B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Stoughton.
- C. Coverage must be on a **Replacement Cost** basis, with no co-insurance penalties.
- D. The City of Stoughton Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
- E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
- F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
- G. Coverage must be included for Testing and Start up.
- H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
- I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
- J. The policy must cover/allow Partial Utilization by owner.
- K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.

- L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. The City of Stoughton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.
9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
- A. Limits
 (1) \$1,000,000 each claim
 (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below
10. **BOND REQUIREMENTS**
- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Stoughton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.

- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Stoughton, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Stoughton and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Stoughton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Stoughton, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**City of Stoughton
INSURANCE REQUIREMENTS**

CONTRACTOR'S INSURANCE WITH BOND REQUIREMENTS

(Excluding Builders Risk Insurance Requirements)

The Contractor shall not commence work on contract until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Stoughton

It is hereby agreed and understood that the insurance required by the City of Stoughton is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Stoughton, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|---|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products-Completed Operations) per project | \$2,000,000 |
| 4. | Products-Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease – Each Employee

B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY** if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY** - The contractor is responsible for loss and coverage for these exposures. The City of Stoughton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
8. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
 - A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
 - B. Must comply with claims-made requirements listed below
9. **BOND REQUIREMENTS**
 - A. **Bid Bond.** The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
 - B. **Payment and Performance Bond.** If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - C. **Acceptability of Bonding Company.** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton.
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work – The City of Stoughton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Stoughton, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - any deductible or self-insured retention in the contractor's policy must be declared to the City of Stoughton and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Stoughton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Stoughton, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**City Of Stoughton
INSURANCE REQUIREMENTS**

CONTRACTOR'S INSURANCE REQUIREMENTS

(Excluding Bond and Property Insurance [Builders Risk Insurance] Requirements)

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Stoughton.

It is hereby agreed and understood that the insurance required by the City of Stoughton is primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Stoughton, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|---|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products-Completed Operations) per project | \$2,000,000 |
| 4. | Products-Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease – Each Employee

- B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements
4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
 5. **AIRCRAFT LIABILITY** if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
 6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
 7. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY** – The contractor is responsible for loss and coverage for these exposures. The City of Stoughton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
 8. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
 - A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
 - B. Must comply with claims-made requirements listed below

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Stoughton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37

07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation and Professional Liability Policies.

- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Stoughton, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention in the contractor's policy must be declared to the City of Stoughton and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Stoughton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Stoughton, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**City of Stoughton
INSURANCE REQUIREMENTS**

PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

The provider(s) of professional services shall not commence work until proof of insurance required has been provided in writing to the applicable department in writing before the contract or purchase order is considered for approval by the City of Stoughton.

It is hereby agreed and understood that the insurance required by the City of Stoughton is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Stoughton, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. PROFESSIONAL LIABILITY COVERAGE

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

2. **UMBRELLA LIABILITY** – providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton

INSURANCE REQUIREMENTS FOR ALL SUB-PROFESSIONALS

All sub-professionals shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF PROFESSIONALS / SUBPROFESSIONALS / SUB-SUB PROFESSIONALS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Waivers of Subrogation - All Professional Liability policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Stoughton, its officers, council members, agents, employees, and authorized volunteers.
- D. Deductibles and Self-Insured Retentions – any deductible or self-insured retention in the contractor's policy must be declared to the City of Stoughton and satisfied by the contractor.
- E. Evidences of Insurance - Prior to execution of the agreement, the Professional Services Provider shall file with the City of Stoughton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement.
- F. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall

not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.

- G. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- H. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Stoughton, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**City of Stoughton
INSURANCE REQUIREMENTS**

POLLUTION EXPOSURES LIABILITY INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Stoughton.

It is hereby agreed and understood that the insurance required by the City of Stoughton is primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Stoughton, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and shall remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below, whichever is longer.

1. CONTRACTORS POLLUTION LIABILITY

- A. Definition of "Covered Operations" in the policy must include the type of work being done for the City of Stoughton.
- B. Limits of Liability:
 - \$2,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
 - \$2,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage (Environmental Damage includes Pollution/Clean-up costs)
- C. Deductible must be paid by Contractor
- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors

2. MOTOR VEHICLE / AUTOMOBILE POLLUTION LIABILITY – required if the exposure exists

- A. Definition of "Covered Operations" in the policy must include the type of work being done for the City of Stoughton
- B. Limits of Liability:
 - \$1,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
 - \$1,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage (Environmental Damage includes Pollution/Clean-up costs)
- C. Deductible must be paid by Contractor
- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors
- E. Must also cover Motor Vehicle/Automobile loading and unloading (Please show on Certificate of Insurance)

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Stoughton
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- C. Additional Insured Requirements – The following must be named as additional insureds on the Contractor's Pollution and (if exposure exists) Motor Vehicle/Automobile Pollution Liability coverage for liability arising out of project work City of Stoughton, and its officers, council members, agents, employees and authorized volunteers.
- D. Evidences of Insurance - Certificates of Insurance and endorsements acceptable to the City of Stoughton shall be submitted prior to commencement of the work to the applicable department.
- E. Waiver of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a

waiver of subrogation in favor of the City of Stoughton, its officers, council members, agents, employees, and authorized volunteers.

- F. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Stoughton and satisfied by the contractor.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Stoughton, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.



Stoughton Utilities

600 South Fourth Street
P.O. Box 383
Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: February 18, 2022

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Consideration and possible action authorizing City staff to petition the Town of Rutland, pursuant to Wis. Stat. sec. 196.58, to install a water main in part of Oak Opening Drive

The committee may consider authorizing City staff to petition the Town of Rutland to install a water main in part of Oak Opening Drive, pursuant to Wis. Stat. sec. 196.58. The applicable statute is included for reference.

196.58 Municipality to regulate utilities; appeal.

- (1g)** In this section, "municipal regulation" has the meaning given in s. 182.017 (1g) (bm).
- (1r)** The governing body of every municipality may:
- (a) Determine by municipal regulation the quality and character of each kind of product or service to be furnished or rendered by any public utility within the municipality and all other terms and conditions, consistent with this chapter and ch. 197, upon which the public utility may be permitted to occupy the streets, highways or other public places within the municipality. The municipal regulation shall be in force and on its face reasonable.
 - (b) Require of any public utility any addition or extension to its physical plant within the municipality as shall be reasonable and necessary in the interest of the public, and designate the location and nature of the addition or extension, the time within which it must be completed, and any condition under which it must be constructed, subject to review by the commission under sub. (4).
 - (c) Provide a penalty for noncompliance with the provisions of any municipal regulation adopted under this subsection.
- (4)**
- (a) Upon complaint made by a public utility or by any qualified complainant under s. 196.26, the commission shall set a hearing and if it finds a municipal regulation under sub. (1r) to be unreasonable, the municipal regulation shall be void.
 - (b) Notwithstanding any provision of this chapter, upon complaint by a telecommunications provider, including an alternative telecommunications utility, or a video service provider, the commission shall set a hearing and, if it finds to be unreasonable any municipal regulation relating to any product or service rendered by any such provider within a municipality or relating to the terms and conditions upon which such provider occupies the streets, highways, or other public places within the municipality, the municipal regulation shall be void.
 - (c) Notwithstanding s. 182.017 (2), a municipal regulation is unreasonable under par. (a) or (b) if it requires a public utility, telecommunications provider, or video service provider to pay any part of the cost to modify or relocate the public utility's, telecommunications provider's, or video service provider's facilities to accommodate an urban rail transit system, as defined in s. 182.017 (1g) (ct).
- (5)** The commission shall have original and concurrent jurisdiction with municipalities to require extensions of service and to regulate service of public utilities. Nothing in this section shall limit the power of the commission to act on its own motion to require extensions of service and to regulate the service of public utilities.
- (6)** No public utility furnishing and selling gaseous fuel or undertaking to furnish or sell gaseous fuel in a municipality where the fuel has not been sold previously to the public shall change the character or kind of fuel by substituting for manufactured gas any natural gas or any mixture of natural and manufactured gas for distribution and sale in any municipality, or undertake the sale of natural gas in any municipality where no gaseous fuel was previously sold, unless the governing body of the municipality, by authorization, passage or adoption of appropriate municipal regulation, approves and authorizes the change in fuel or commencement of sale. No municipal regulation enacted under this subsection may be inconsistent or in conflict with any certificate granted under s. 196.49.
- (7)**
- (a) If a municipality operating a water system seeks to serve consumers of an area which is part of the municipality and in the same county, but in order to serve such consumers it is necessary or economically prudent for the municipality to install mains, transmission lines, pipes or service connections through, upon or under a public street, highway, road, public thoroughfare or alley located within the boundaries of any adjacent municipality, the municipality seeking the installation may file a petition with the clerk of the legislative body of the adjacent municipality requesting approval for the installation of the mains, transmission lines, pipes or service connections. The governing body of the adjacent municipality shall act on the petition within 15 days after the petition is filed. If the governing body of the adjacent municipality fails to act within the 15-day period, the petition shall be deemed approved and the municipality may proceed with the installations required for service to its consumers. If, however, the governing body of the adjacent municipality rejects the petition, the municipality may make application to the commission for authority to install within the boundaries of the adjacent municipality the installations necessary to provide service to its consumers. The commission shall hold a hearing upon the application of the municipality. If the commission determines that it is necessary or economically prudent that the municipality seeking to serve its consumers make the installations within the boundaries of the adjacent municipality, the commission shall promptly issue an order authorizing the

municipality to proceed to make the installation. In the order, the commission may establish the manner of making the installation.

- (b) A municipality making an installation under this section shall restore the land on or in which such installation has been made to the same condition as it existed prior to the installation. Failure to make the restoration shall subject the municipality to an action for damages by the adjacent municipality. The adjacent municipality may require a performance bond from the municipality seeking to make the installation. If no agreement can be effected between the municipalities as to the amount of the performance bond, the commission shall determine the amount of the bond. If the commission issues an order authorizing an installation under this subsection, the commission shall determine the amount of the performance bond which shall be required of the applicant municipality.

History: 1981 c. 390; 1983 a. 53; 1995 a. 378; 2013 a. 20.

Cross-reference: See also ch. PSC 130, Wis. adm. code.

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