



Wisconsin River Power Company  
(owners of the Petenwell & Castle Rock Hydroelectric Plants)  
P.O. Box 19001  
Green Bay, WI 54307-9001

**WISCONSIN RIVER POWER COMPANY  
DOCK MANAGEMENT POLICY FOR EXISTING DOCKS  
UPDATED: January 1, 2022**

In accordance with Article 413 of the Federal Energy Regulatory Commission (FERC or Commission) Order Issuing New License for the Wisconsin River Power Company (WRPCO) FERC License No.1984 dated December 7, 2001, WRPCO may, grant permission without prior Commission approval for non-commercial piers and boat docks that can accommodate no more than ten (10) watercraft at a time where the dock or pier is intended to serve single family-type dwellings. WRPCO may also establish and charge a reasonable fee to cover WRPCO's costs of administering such program. This policy documents the requirements for issuing licenses on WRPCO owned property for these piers or boat docks on the Petenwell and Castle Rock reservoirs.

**General Dock Management Policy Requirements For All Dock Types**

The following requirements apply to all dock licenses issued by WRPCO. Dock licenses are subject to termination if the Licensee fails to comply with this policy.

- Dock licenses are not assignable. Licensees are not permitted to rent dock slips to others. Violation of this policy will result in termination of Licensee's dock license agreement.
- If Licensee transfers its ownership of real property on or near the Castle Rock or Petenwell reservoirs, and wishes to terminate their existing dock license agreement, WRPCO will consider issuing a dock license to the new title holder upon submittal of a 3<sup>rd</sup> Party Request Form. All requests are subject to review and can be denied for any reason at WRPCO's sole discretion. Proof of new ownership will be required prior to approval. If multiple licensees occupy a dock, WRPCO will require written permission from all licensees permitting a new occupant, prior to granting approval for a new license.
- No motorized vehicles are allowed at any time on WRPCO's property without prior written approval from WRPCO.
- Improvements (such as stairways, boardwalks, rip rap, etc.) may be allowed by WRPCO in order to prevent erosion on steep slopes and to provide for safety, at its sole discretion. All improvements installed on WRPCO's property must be approved by WRPCO in writing prior to installation. The improvement project may require the

issuance of a license agreement and proof of insurance. The Licensee is responsible for obtaining any necessary permits and approvals, and shall provide copies to WRPCO upon request. All expenses related to the improvement project, including WRPCO's time, are the responsibility of the Licensee. The Licensee must construct the project as approved by WRPCO. WRPCO may review the project site at any time to ensure compliance. If the improvement project is found to be non-compliant, WRPCO will take the necessary steps to ensure compliance, including termination of the improvement project and dock license agreement.

- All licensed docks and/or approved stairways installed on WRPCO property are expected to follow the WRPCO Dock Management Policy, WDNR Pier Planner guidelines and any other federal, state, or local laws and ordinances that may apply to boat docks and/or stairways.
- Dock configuration layouts are generally not restricted as long as they meet the conditions of the WDNR Pier Planner guidelines required for safety or structural reasons. All proposed dock configurations shall be reviewed by WRPCO for approval as part of the licensing process. They shall be installed and maintained by the Licensee in a safe manner and in good repair. WRPCO reserves the right to conduct regular inspections of all docks and stairways. Licensees will be notified by WRPCO if maintenance work is required. Prescribed maintenance work must be completed within 30 days of notification by WRPCO.
- Licensees are responsible for all permitting and costs associated with any maintenance or repairs to WRPCO property as a result of Licensee's usage; such as but not limited to shoreline stabilization, riprapping, erosion control, etc. Such activities must first be granted approval in writing by WRPCO.
- A path may be established and maintained to gain access to each licensed dock. The path shall not exceed four (4) feet in width in any location. Trees larger than two (2) inches in diameter at a height of five (5) feet shall not be removed to establish the path without prior written approval. Branches on trees may be pruned up a tree trunk to a height not exceeding eight (8) feet from ground level only if they are located within the four (4) foot wide path area. The path may be established by mowing existing vegetation or placing natural wooden materials such as bark mulch or chips on the path. Gravel, stepping stones, brick and wooden board walks shall not be used as a path surface. No ground disturbing activities are permitted in order to create a path. No other mowing or vegetative cutting is permitted without the written approval of WRPCO.
- Vegetation less than two (2) inches in diameter may be trimmed back within two (2) feet of an approved stairway or dock. No other vegetative cutting is permitted without the written approval of WRPCO.
- No other improvements, other than what is outlined within this policy, are permitted

on the shoreline without the written consent of WRPCO.

- Placement or storage of personal items including, but not limited to: birdfeeders, birdhouses, picnic tables, lawn furniture, grills, fire pits, solar lights, flags, chairs, wood piles, rope swings, personal flotation devices, and lawn debris is prohibited on WRPCO's property.
  - During fall and winter months (between October 1 and May 31) licensed docks may be stored on the WRPCO owned shoreline, immediately adjacent to the water.
  - Docks and boat lifts<sup>1</sup> being stored on WRPCO shoreline are NOT permitted to be placed on public trails or block public access at any time. Licensee shall not alter shoreline lands, utilized for dock or boat lift storage, in any way.
  - A maximum of one boat lift, per individual licensed boat slip, may be permitted to be stored on WRPCO's property, adjacent to Licensee's dock area between October 1 and May 31 upon written approval by WRPCO. Requests for individuals to store a boat lift must be completed by submitting a 3<sup>rd</sup> Party Request Form. All requests are subject to review and can be denied for any reason at WRPCO's sole discretion. Additional fees associated with boat lift storage will be addressed in the Licensee's individual dock license agreement.
  - Docks and boat lifts shall not be stored on the shoreline between June 1 and September 30 of each year. Docks and lifts that are not installed between June 1 and September 30 shall be removed from WRPCO owned property.
  - Overnight storage of watercraft<sup>2</sup> is prohibited on WRPCO's property. Watercraft may only be stored at a licensed boat slip.
  - Licensed docks and approved stairways are considered private property. Licensees may place a private property or no trespassing sign ONLY on their licensed stairway or dock. WRPCO's property adjacent to licensed stairways and docks is open to the general public. Licensees shall not post any of WRPCO's property against trespassing.
  - WRPCO shall not be liable for injuries to any person or persons or damage to any property sustained by any person or persons on, in, or about said premises arising out of or incidental to the occupation and use thereof by the Licensee. WRPCO shall not be liable for any damages to any property or injuries to any person or persons on said premises by water from the Wisconsin River and its tributaries due to any cause whatsoever.
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<sup>1</sup>Lifts include: boat lift, jet ski lift, and shore station

<sup>2</sup>Watercraft is defined as motorized and non-motorized boats, paddle boat, row boat, Jon boat, pontoon, sail boat, kayak, canoe, jet ski, personal watercraft, sailboards, and all similar vessels.

- WRPCO charges annual fees to recover the cost for implementation of the dock management program. WRPCO will periodically review the fee schedule and make adjustments to ensure adequate cost recovery. Licensees will be notified of changes in the fee schedule as part of the annual fee billing process.
- Licensees are required to carry insurance that meets the minimum standards established by WRPCO and as set forth under the license agreement. Documentation of insurance coverage shall be provided to WRPCO by each Licensee annually. WRPCO will periodically evaluate insurance requirements and notify Licensees of changes as part of the annual fee billing process.
- WRPCO may terminate private dock licenses at any time or may choose not to renew a license without showing cause and at its sole discretion, following a 30-day written notice to the Licensee. WRPCO may terminate property association dock licenses as described in the Association's nonexclusive license agreement. If a license is cancelled or not renewed, the Licensee shall remove all personal property including stairways, docks, boat lifts, etc. from WRPCO land within 30 days of termination. In the event personal property is not removed within 30 days, WRPCO reserves the right to have it removed and/or disposed of. The Licensee shall be responsible for all costs associated with the removal and disposal.
- WRPCO reserves the right to change or add to the Dock Management Policy without notice. Licensees will be notified of changes to the Dock Management Policy as part of the annual billing process.
- No open fires or overnight camping of any kind is permitted on WRPCO's property, except within designated campgrounds.

**Requirements for Existing Cluster and Single Slip Docks**

The following requirements apply to docks currently licensed by WRPCO in addition to the previously described "General Dock Management Requirements".

- Existing cluster and single dock licenses will be re-issued annually to Licensees provided there are no outstanding fees or encroachments at renewal time.
- Dock licenses are not assignable. Licensees are not permitted to rent dock slips to others. Violation of this policy will result in termination of Licensee's dock license agreement.
- If all slip holders on a dock terminate their licenses, the dock location will not be renewed for a new dock or new slip holders. It will be the responsibility of the Licensee to remove the dock from WRPCO's property within 30 days of the last slip

termination. In the event docks or other personal property is not removed within 30 days, WRPCO reserves the right to have it removed and/or disposed of. The Licensee shall be responsible for all costs associated with the removal and disposal.

- Existing Dock Licensee's permitted one slip may request an additional slip be added to an individual dock license agreement (not to exceed two slips). Requests must be completed by submitting a 3<sup>rd</sup> Party Request Form. All requests are subject to review and can be denied for any reason at WRPCO's sole discretion. Fees for the additional slip will be addressed in the Licensee's dock license agreement.
- Dock ownership costs shall be the sole responsibility of the Licensee(s) associated with the dock.
- Dock maintenance, installation, and end-of-season removal of the dock and other personal property are the sole responsibility of the Licensee(s) of each dock.
- Licensee(s) pay a fee per slip each year they renew their license, with the fee due in full within 30 days of the date on the invoice. All payments are non-refundable.

#### **Requirements for Existing Shoreline Commons Area Association Docks**

The following requirements apply to docks currently licensed by WRPCO in addition to the previously described "General Dock Management Requirements".

- Association slips are assignable by the Association only to the respective association's members.
- Docks located on SCA's are for the exclusive use of Association members and their guests.
- Dock maintenance, installation, and end-of-season removal of the dock and other personal property are the sole responsibility of the Association.
- Association dock fees will be based upon number of occupied slips by a watercraft and/or lifts. An installed lift on a dock is considered an occupied slip whether it is being utilized by a watercraft or not. The occupied slip fee will apply if at any time during the season equipment is placed into service. WRPCO reserves the right to increase the base fee and slip fee annually.
- The base fee and occupied slip fee will be billed in January of each year. With the fee to be paid in full within 60 days of the date on the invoice. The slip fee will be self-reported by each Association President or Developer and the slip fee will be due at the same time as the base fee is due. If the Association uses more slips than what was self-reported to WRPCO at the beginning of the year, they will report and pay for the additional slips used within 30 days of the usage occurring

- WRPCO will complete random audits of all docks throughout the year to compare occupied slips with the self-reported number of slips reported at the beginning of the each year. If additional slips are occupied, WRPCO will invoice the association for the additional slips and assess a 25% penalty for failure to report.
- Failure of the Association to pay the required fee within 60 days of the date on the invoice will result in revocation of permission for dock placement and termination of any Land Use Agreements.
- The Association is responsible for the total annual fee.
- WRPCO must approve all Association dock locations or relocations. Docks must not be placed in a manner that unreasonably restricts public access to the shoreline and the water.
- Association members may utilize the Association SCA for activities listed in their Association's non-exclusive license agreement. The Association cannot restrict the general public from utilizing an Association SCA for pedestrian activities including:
  - Hiking, jogging, walking, pass through access
  - Beach combing with metal detectors and small tools
  - Bird watching and nature photography
  - Bank fishing, except within 100 feet of any dock, pier, or designated swimming area.
  - Picnicking in groups of six or less, except within 100 feet of any dock, pier or designated swimming area.



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## **WISCONSIN RIVER POWER COMPANY INSTRUCTIONS FOR 3<sup>RD</sup> PARTY LAND USE REQUESTS**

3<sup>rd</sup> Party requests for certain activities on Wisconsin River Power Company (WRPCO) owned property require the services of WRPCO to conduct a due diligence review and approve the requested activity. To initiate the review process, please fill out the attached application, including the information and application fee detailed below.

- The following are 3<sup>rd</sup> party requests that require an application and onetime non-refundable application fee for WRPCO's services:

Shoreline Access Changes*	\$100
Non-danger Tree Cutting Requests	\$100
Shoreline Modifications (regrading)	\$250
Shoreline Stabilization (riprap, etc.)	\$250
Drafting New Licenses or Agreements	\$250
Drafting Amended Licenses or Agreements	\$250
Any Activity That Requires FERC Approval	\$500
Other	TBD

\*This would be for changes to SCA shoreline access after an initial viewshed application has been approved; such as the installation of a new stairway, moving the location of an approved stairway, the installation of a non-SCA Trail boardwalk, etc.

Once the required application items are received by WRPCO, a due diligence review will be conducted. If the project is preliminarily approved, applicant must then provide a set of detailed construction sketches showing the plan, configuration and access to the project area. It is the responsibility of the applicant to obtain any permits required and to address any other issues WRPCO identifies during its due diligence review. The applicant is responsible for making sure the project conforms to all local, state, and federal regulations. Any local, state, or federal permits needed for a project will require WRPCO's approval of the project so it is important to submit all required information.

WRPCO may require a consultant to be hired in order to manage and monitor approved projects. Applicants may be required to reimburse WRPCO for all of its time and expenses, including consultant fees, at WRPCO's sole discretion.

WRPCO requires all contractors working on its property to have a minimum two (2) million dollar general liability insurance policy, listing WRPCO and Wisconsin Public Service Corporation as being additionally insured with contractual liability. Applicants utilizing contractors must submit the necessary proof of insurance prior to the start of the project, also citing the project name that was indicated on the application.



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**WISCONSIN RIVER POWER COMPANY  
3<sup>RD</sup> PARTY LAND USE REQUEST APPLICATION**

APPLICANT NAME: \_\_\_\_\_

MAILING ADDRESS:

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone or Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I'd prefer to be contacted via: (*circle one*) Phone or Email

ADDRESS OR LOCATION OF PROPERTY (if different than mailing address):

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parcel Number or GPS: \_\_\_\_\_

- East Side Castle Rock
- West Side Castle Rock
- East Side Petenwell
- West Side Petenwell

Project Name: \_\_\_\_\_

Brief description of land use request: \_\_\_\_\_  
\_\_\_\_\_

Purpose and Need for the project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Schedule of construction: Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

Materials and Construction Method: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan to prevent and minimize erosion and offsite sedimentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Restoration Plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Feel free to use a separate page if your answers require more room.





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By signing below, I certify that I have read and understood the requirements here within; that I am responsible to obtain any permits required for the project before the project begins; that I will adhere to all local, state, and federal rules and regulations; and that I will abide by all of WRPCO's rules and policies.

Sign \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Before WRPCO will review the request, the application must be completely filled out, all additional information provided, and a onetime non-refundable fee submitted.

Submit complete applications, including all plans, project information, non-refundable fee, and proof of insurance to:

Wisconsin River Power Company  
ATTN: Dawn Van Oudenhoven  
PO Box 19001  
Green Bay, WI 54307-9001

Work: 920-433-5767  
[dawn.vanoudenhoven@wisconsinpublicservice.com](mailto:dawn.vanoudenhoven@wisconsinpublicservice.com)

For WRPCO Use Only Below This Line	
Date Received:	Received : <input type="checkbox"/> Proof of Insurance
WRPCO Due Diligence	<input type="checkbox"/> Fee
Review Completed:	<input type="checkbox"/> Complete Application & Information
Notes:	_____ _____ _____
<input type="checkbox"/> WRPCO Approved:	_____ Sign _____ Date _____
<input type="checkbox"/> WRPCO Denied:	_____ Sign _____ Date _____
Reasons for Denial:	_____ _____
Date Returned:	_____