

PERMIT TO CONSTRUCT, MAINTAIN OR REPAIR UTILITIES WITHIN HIGHWAY RIGHT-OF-WAY

REQUEST BY APPLICANT:

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Office Phone: \_\_\_\_\_ Field Rep: \_\_\_\_\_

Field Rep Phone \_\_\_\_\_

Highway Location(s):

\_\_\_\_\_

Type of Utility Installation:

\_\_\_\_\_

Plans Prepared by: \_\_\_\_\_ Copy Enclosed: Yes No

Utility Location is: \_\_\_\_\_ to cross right-of-way \_\_\_\_\_ parallel to right-of-way  
\_\_\_\_\_ overhead \_\_\_\_\_ underground

Proposed Method of Installation:

\_\_\_\_\_ tunnel \_\_\_\_\_ suspend on poles \_\_\_\_\_ cased  
\_\_\_\_\_ jack & bore \_\_\_\_\_ suspend on towers \_\_\_\_\_ trench  
\_\_\_\_\_ open cut \_\_\_\_\_ plow

Estimated Starting Date \_\_\_\_\_ 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.

By: \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Authorized Utility Representative)

Date \_\_\_\_\_

PERMIT APPROVAL BY TOWN OF CLARNO

The foregoing application is hereby approved, and permit issued by the Town of Clarno subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reserve side hereof and all attachments hereto.

\_\_\_\_\_ Federal aid has been, or is being, used on this highway, current State of Wisconsin policy for accommodation of utilities on highway right-of-way applies

Other Special Provisions:

By: \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Authorized Town Representative)

Date \_\_\_\_\_

## **PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE**

Pursuant to Wisconsin Statutes, 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 Applicant agrees to indemnify and hold harmless the Town of Clarno, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Application to abide by this permit and all its conditions and provisions. *(See attached Indemnification provisions.)*
- (2) 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 unless a contract for such costs has been executed.
- (3) No open cutting for a crossing will be allowed where the pavement is too narrow to maintain on-way traffic at all times, unless the Town of Clarno 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 pavement removed for a road crossing shall be replaced as per the Town of Clarno specifications.
- (4) When one-way traffic or a detour is used, the Application shall provide ALL NECESSARY SIGNS, FLAGMEN AND LIGHTS required according to the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers shall be notified by the Applicant in advance of the work being started.
- (5) All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Town of Clarno or its representative. Access to all private drives and public street intersections shall be maintained, and all disturbed areas completely restored.
- (6) Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, Labor and Human Relations, and any applicable local regulations.
- (7) A copy of this approval, along with any plans and special provisions, shall be available on the job site
- (8) Upon completion of the work, the Applicant shall file a written notice with the Town of Clarno.

## INDEMNIFICATION

The following shall be a condition of all utility permits:

The applicant shall save and hold the town, its officers, employees, agents, and all private and governmental contractors and subcontractors with the town under Ch. 82, Stats., harmless from and against all liability, damage, loss, expense, claims, demands and actions of any nature whatsoever (including any by Applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the town for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the town's property or right-of-way pursuant to this permit or any other permit issued by the town for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the town, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors or frequenters; or to any other persons, whether based upon, or claim to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort or other liability of the town, the Applicant, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the town, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors, or frequenters; or any other person. Without limiting the generality of the foregoing 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 this permit or any other permit issued by the town for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any or town property or right-of-way with or without a permit issued by the town, 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. The 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.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the town's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the town is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the town's property or right-of-way pursuant to this permit, shall include acceptance of all the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the town under Ch. 82, Stats., that fails to comply with secs. 66.0831 and 182.0175, Stats. (2015-16) remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the town for the location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the town, or its officers, employees and agents, fail to comply with secs. 66.0831 and 182.0175, Stats. (2015-16), the town, or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the town, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the town for location of property, lines or facilities on highway right-of-way, and remain subject to

payment to the Applicant for losses due to personal injury or death resulting from negligence by the town, its officers, employees and agents. No indemnification of private contractors or subcontractors with the town under Ch. 82, Stats., shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the town for the location of property, lines or facilities on highway right-of-way.