

## TOWN OF LINN

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

APPLICANT	
Company:	
Plans Prepared By:	
Email Address:	
Address:	
State:	Zip Code:
Phone:	
Applicant Work Order – if any:	

Highways: _____  Town of Linn  Nearest Cross Street:  _____  See: ____ ¼ of ____ ¼, Sec. ____  T_____N      R_____E
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NOTE: As part of this permit, the applicant MUST attach a drawing/plan which shows all existing utilities in the area with the proposed utility highlighted or color coded. The drawing/plan shall provide distances to each utility from the road centerline, road edge – back of curb and from the right-of-way line. The distances from the nearest intersection to the start/end of the project shall also be indicated. If the information is not provided, expect delays or the return of the application.

UTILITY (Person Responsible for Construction):
Name:
Company:
Contact Phone Number:
Email:

DESCRIPTION OF PROPOSED WORK (Check and fill out all that apply)	
Describe Type of Utility Installation and Location(s) including road names:	
Estimated Start Date:	Estimated Completed/Restoration Date:
Utility Orientation: <input type="checkbox"/> to cross right-of-way <input type="checkbox"/> parallel to right-of-way <input type="checkbox"/> overhead <input type="checkbox"/> underground	
Work Type: <input type="checkbox"/> New Construction <input type="checkbox"/> Improve/maintain existing <input type="checkbox"/> Removal <input type="checkbox"/> Abandon in place	

Method(s) of Installation:

- Suspend on **existing** poles/towers     Suspend on **new** poles/towers \_\_\_\_\_ number of new poles/towers to be erected
- Plow (Length: \_\_\_\_\_)     Trench (Length: \_\_\_\_\_)     Bore (Length: \_\_\_\_\_)

CALCULATION OF PERMIT FEES:	QTY	AMOUNT
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a. Permit to work in each highway right-of way	_____ x \$55	_____
b. Borings	_____ x \$55 per boring	_____
c. Trenching	_____ x \$110	_____
d. Trenching, plowing and boring in excess of 1,320 feet	_____ x \$0.11 per linear foot	_____
	_____ x \$75	_____
e. Vault or other structure		
	<b>TOTAL FEES</b>	_____

APPLICANT SIGNATURE
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The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the Permit Provisions and Conditions of Issuance 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 \_\_\_\_\_  
 (Signature of Authorized Utility Representative)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Submit to Town of Linn by email at [linnhighway@townoflinn.wi.gov](mailto:linnhighway@townoflinn.wi.gov)  
 or mail: P.O. Box 130, Zenda, WI 53196

PERMIT APPROVAL BY PERMITTING AUTHORITY
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The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

Special Provisions Attached:     Yes     No

BY \_\_\_\_\_  
 (Signature of Authorized Representative for the Town of Linn)

Title \_\_\_\_\_

Date \_\_\_\_\_

Invoiced:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Fee Received:	\$ _____	
Check No.:	_____	
Date Issued:	_____	
Permit Voids/Replaces Permit #:	_____	

## 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 Permitting Authority, 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 Applicant to abide by this permit and all its conditions and provisions.
2. When one-way traffic or a detour is used, the Applicant 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.
3. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or its representative. Applicant shall at all times provide access to all private drives and public street intersections as to the least amount of inconvenience.  
If restoration is not carried out in a timely manner, the Permitting Authority may issue a notice setting forth a time frame by which the restoration shall be completed. If the permit applicant fails to satisfactorily complete all restorations within the time established, the Department will arrange directly for all necessary restorations, and all costs associated with such restorations shall be the cost obligation of the permit applicant. The applicant agrees to pay any and all such costs within 60 calendar days from the date the Town sends the invoice for the services of the applicant.
4. 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.
5. A copy of this approval, along with any plans and special provisions, shall be available for review on the job site.
6. The applicant shall not remove any highway sign(s) or place any line within 18"-inches of any existing post.
7. The depth the underground facilities within the right-of-way shall be a minimum of 30 inches as measured from the finished ground surface to the top of the facility. The depth of the underground facilities crossing the highway shall be a minimum of 48 inches as

measured from a straight line connecting the lowest points of the finished pavement surface on each side of the road way to the top of the facility.

8. All buried and plowed utilities shall be placed as close as possible (2' – 3') from right-of-way edge.
9. Each Use of "Right-of-Way Permit Application" shall contain adequate construction drawings & cross-sections showing the proposed location of the utility facility within the right-of-way with respect to the existing highway or any proposed highway improvement and all existing utility facilities shall be shown. The details shall include dimensions from the proposed utility installation to the centerline of the roadway and to the commonly accepted right of way line and also the edge of the traveled way in rural areas and back of curb in urban areas; the proposed line depth shall also be stated on the drawings. The existing utilities are to be located on the drawing and dimensioned in the same manner as stated above. Detail drawing/cross sections shall show buried lines and or if applicable overhead clearance is required.
10. Applicant must contact "Digger's Hotline" at (800) 242-8511 at least three (3) and no more than seven (7) working days before digging.
11. The applicant utility company is responsible for any and all relocation costs associated with facility relocation due to any public welfare or safety reasonings.
12. The applicant utility company must provide the Town written notice of any facilities that are to be abandoned. Above ground facilities must be removed within 90 days of notice. The utility shall provide location for underground facilities that are abandoned and will remain.
13. If found non-compliant with any above listed provisions, Applicant shall be responsible for restoration costs and/or corrective action.
14. These permit provisions are binding on Applicant's successors and assigns.

## 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, 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 claimed 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, 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 highway 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 trade-mark, 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 of 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 that fails to comply with secs. 66.0831 and 182.0175, Stats. (2023-24), 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 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. (2023-24), 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 of 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, 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

**APPLICANT SIGNATURE**

The Applicant understands and agrees that the permitted work shall comply with all Indemnification provisions and conditions listed hereof.

BY \_\_\_\_\_  
(Signature of Authorized Utility Representative)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**COST RECOVERY CERTIFICATE AND AGREEMENT**

Date \_\_\_\_\_ Amount Deposited \_\_\_\_\_ Project # \_\_\_\_\_

The undersigned hereby acknowledges and agrees to be responsible for all Town costs and disbursements incurred in the process of considering requests by the undersigned. The undersigned further agrees, in consideration of the Town incurring costs and hiring of professionals to assist it in the process of reviewing the undersigned's request, to reimburse the Town for all costs incurred within thirty (30) days of receiving any statement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPLICANT**

\_\_\_\_\_

Print Name Here: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Send Bill To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Project Name: \_\_\_\_\_  
Signature

\_\_\_\_\_ Project Location: \_\_\_\_\_  
Print Name

Note to Applicant: The Town Engineer, Town Attorney, and other Town professionals and Town staff, if requested by the Town to review your request, will bill for their time at an hourly rate which is adjusted from time to time by agreement with the Town. Please inquire as to the current hourly rate you can expect for this work.