

TOWN OF BARTON
3482 Town Hall Rd – Kewaskum, WI 53040
Phone: (262) 334-2765 Fax: (262) 334-4171

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

PERMIT NO.

ISSUE DATE

APPLICANT

Highway(s) _____

Town Village City

OF _____

Nearest
Cross Street _____

Sec: ____ ¼ of _____ ¼, Sec. _____

T _____ N R _____ E

Company:

Plans Prepared By: ☐

Email Address:

Address:

State

Zip Code

Phone:

Applicant Work Order – if any:

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:

Estimated Start Date

Estimated Completion/Restoration Date

Utility Orientation:

☐ to cross right-of-way ☐ parallel to right-of-way ☐ overhead ☐ underground

Work Type:

☐ New Construction ☐ Improve/maintain existing ☐ Removal ☐ 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 more than 1,320 feet	_____ x \$110 x lineal feet/1,000	_____
e. Open cut highway (each)	_____ x \$1,100	_____
f. Contractor Closing Road (During normal Highway Dept. operating hours/per day)	_____ x \$75	_____
g. Vault or other structure	_____ x \$75	_____
h. Extension/Renewal	_____ x \$50	_____

TOTAL FEES _____

☐ Bill our company's account for "Total Fees" indicated above.
(Accounts must be pre-approved by Town of Barton)

☐ Check or money order payable to Town of Barton in the amount of "Total Fees" indicated above is enclosed.

Applicant Signature

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. Work is not considered complete until Completion Certificate is approved by Town of Barton.

BY _____
(Signature of Authorized Utility Representative)

Date _____

Print Name _____

Title _____

Submit to Town of Barton by email: clerk@tn.barton.wi.gov; fax: (262) 334-4171.
or mail: 3482 Town Hall Rd, Kewaskum, WI 53040
Questions call (262) 334-2765

PERMIT APPROVAL BY PERMITTING AUTHORITY

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.

☐ 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

Special Provisions Attached: ☐ Yes ☐ No

BY _____
(Signature of Authorized Representative for Green County)

Title _____

Date _____

Invoiced:	YES	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) 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 always maintain one-way traffic unless the Permitting Authority 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 Permitting Authority specifications.
- (4) When one-way traffic or a detour is in place, 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.
- (5) All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority 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 for review on the job site.
- (8) You are required to contact the Town and other governmental agencies who have authority to permit land disturbances on and off of highway right-of-way.
- (9) Upon completion of the work, the Applicant shall file a Completion Certificate with the Permitting Authority.
- (10) The applicant shall not remove any highway sign(s) or place any line within 18"-inches of any existing post.
- (11) 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 roadway to the top of the facility.

- (12) Individual permits must be applied for on each county highway where the utility work will be carried out. At intersections of two county highways, where utility work on the intersection roadway is no greater than 350 feet from the adjoining roadway, only one permit application will be required
- (13) 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 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.
- (14) The Applicant shall restore the Right-of-way to its previous condition. 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 must be completed. If the Applicant fails to satisfactorily complete all restorations within the time established, the Permitting Authority will arrange directly for all necessary restorations, and all costs associated with such restorations shall be the cost obligation of the Applicant. The Applicant agrees to pay any, and all, such costs within 60 calendar days from the date the Permitting Authority sends the invoice for the services to the Applicant.
- (15) Department reserves the right to revoke and or nullify any permit(s) for any reason it sees fit and pursuant to 96.07 of the Wisconsin County Highway Association Utility Accommodation Policy which is adopted and incorporated herein.
- (16) If found non-compliant with any above listed provisions, Applicant shall be responsible for restoration costs and/or corrective action.
- (17) 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 county, its officers, employees, agents, and all private and governmental contractors and subcontractors with the county under Ch. 84, 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 county 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 county's property or right-of-way pursuant to this permit or any other permit issued by the county 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 county, 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 county, 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 county, 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 county 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 county property or right-of-way with or without a permit issued by the county, 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 county'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 county 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 county'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 county under Ch. 84, Stats., that fails to comply with secs. 66.047 and 182.0175, Stats. (1985-86), 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 county 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 county, or its officers, employees, and agents, fail to comply with secs. 66.047 and 182.0175, Stats. (1985-86), the county, 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 county, 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 county 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 county, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the county under Ch. 84, 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 county for the location of property, lines, or facilities on highway right-of-way.