

UTILITY PERMIT

TOWN PERMIT NO. _____ DATE PERMIT MAILED _____

UTILITY PERMIT NO. _____

CONTRACTOR NAME _____ CONTRACTOR PERMIT NO. _____

WORK START DATE _____

TOWN OF KAUKAUNA
W780 Greiner Rd. - PO BOX 644
KAUKAUNA WI 54130-0644
TELEPHONE: 920-759-1677
CELL PHONE: 920-419-5539
FAX: 920-759-1678

Detailed DESCRIPTION OF LOCATION:

Description shall include location, scope of work being performed, any permeant objects to be placed in the road right of way along with any other information that will be helpful to explain the work being performed. Also include any contact information along with address and telephone number.

Is any portion of the work going to be contracted? Yes _____ No _____ Possibly _____
(If yes see item 18 and 19)

The facility will be installed subject to the following conditions imposed upon the permittee herein:

1. The appropriate fee for the issuance of the permit shall be paid in advance unless other arrangements have been made.
2. The work shall be performed in accordance with all rules and regulations prescribed by the Town Chairman.
3. It shall be the responsibility of the permittee to designate an individual to administer this permit.

Name and Phone No. of Administer.

The Town Chairman of the Town of Kaukauna, Outagamie County, State of Wisconsin, hereby grants _____ a permit to install _____ in the Town road(s) right of way on _____ road in the Town of Kaukauna. List additional roads. _____

4. NO PART OF THE PERMITTED WORK OPERATIONS SHALL BE COMMENCED UNTIL WARNING SIGNS, DEVICES AND METHODS ADEQUATE TO PROTECT THE PUBLIC ARE ESTABLISHED, IN PLACE AND FULLY FUNCTIONAL. WARNING SIGNS AND DEVICES SHALL CONFORM TO THE APPROPRIATE SIZES, DESIGNS AND ARRANGEMENTS SPECIFIED WITHIN THE "WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROL DEVICES", CURRENT EDITION. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE AND MAINTAIN AT LEAST THE QUALITY OF SIGNS AND DEVICES THEREIN DESCRIBED, AND TO ALSO SUPPLEMENT THOSE SUCH ADDITIONAL SIGNS, DEVICES AND FLAGMEN AS ARE NECESSARY TO FUNCTIONALLY PROTECT PERSONS AND PROPERTY FROM INJURY OR DAMAGE AT ALL TIMES AND UNDER ALL CONDITIONS, INCLUDING CHANGED OR CHANGING CONDITIONS. WARNING SIGNS, DEVICES AND METHODS SHALL BE IN PLACE AND PROTECTIVELY FUNCTIONAL PRIOR TO THE COMMENCEMENT OF ANY OF THE PERMITTED WORKS WITHIN THE LIMITS OF THE ROAD RIGHT OF WAY, AND SHALL PROTECT THE PUBLIC UNTIL ALL PERMIT ASSOCIATED WORKS ARE COMPLETED.
5. The permittee shall assume any and all liabilities to the Township, County and State, as the case may be, for all damages which occur during the progress of the said work and the results thereof.
6. Vehicles, equipment and materials shall be regulated by the applicant as to assure consistently safe conditions. Particular care shall be exercised at all times to assure a safe traffic environment at and near the site of work. These requirements pertain while the work operations are in active progress, as well as during periods of work shut-down. Any discovered violation of this permit could result in revocation of the permit and expulsion from highway right of way.
7. The permittee is responsible to assure that the site of construction is secure against any hazard to the public when the site is attended and during off-hours, any holiday, and hours of night.
8. The entire cost of installing and maintaining the facility in the Town road right of way shall be borne by the permittee.
9. In this particular permit, the permittee shall be allowed to bore under the roadway portion if proper fee is paid. Under no circumstances shall there be an excavation made on the traveled portion of the roadway until special permission is obtained from the Town Chairman and proper fee is paid.
10. The depth of the facility shall be installed a minimum of 30" below ground level, and in the event that there is settling or other damage, the permittee shall make the necessary repairs at their own expense in accordance with the instructions of the Town Chairman.
11. Any utility line authorized by the Town for installation at a depth of less than 30" shall be enclosed within a larger pipe, duct, conduit or casing sufficient to protect the carrier from external damage. The material for the enclosure shall be such as the owner regards as adequate for the stated purpose. Casing enclosures of water and sewer lines authorized for installation at less than six (6) feet but not less than that shown on the attached drawing may be waived by the Town if such lines will be adequately insulated to provide protection from freezing. Any portion of any underground facility authorized for installation at less than that shown on the attached drawings may be guarded by an underground warning tape, provided by the owner and installed no less than one (1) foot above the carrier. Warning tapes shall provide warning, be durable, and shall identify the character of the carrier below.

12. Any non-metallic pipe, cable or other kind of utility line which lacks a continuous and integral metallic component capable of detection by locating instruments shall be accompanied in its location by a continuous detectable metallic tracer wire or a metallic tape desirably at the same depth as the carrier and on the same alignment. Optionally the tape may be not more than one (1) foot above the carrier.
13. If the work is being performed with-in an environmentally sensitive wetland area or with-in a navigable stream a conditional use permit may need to be applied for from Outagamie County Zoning Department. Any County permit fees will be the responsibility of the applicant.
14. Any dirt or debris resulting from the installation and/or maintained of said facility in road right of way shall be removed as soon as possible by permittee.
15. Any turfed area of the right of way disturbed by the permitted works and operations shall be restored with fine-graded top soil having a depth of not less than four (4) inches, and re-seeded with perennial grass or sod.
16. The utility shall be responsible for providing erosion control measures to protect and restore all areas upon completion of the utility construction until vegetation achieves sustained growth. When the work is completed the road right of way shall be restored to its former condition and any ditches shall be free of debris to allow adequate water flowage.
17. In the case that the permittee, contractor or subcontractor under this permit fails to restore the area to its original condition, the Town Chairman shall have the right to complete the work in whatever manner he believes to be proper to restore and the permittee, contractor or subcontractor shall be liable for the damages under the conditions of the bond furnished for the amount of expense necessary to complete the work.
18. The permittee shall notify the Town Chairman three days prior to the commencement of work and upon completion by sending WORK NOTICE CARDS so a field inspection can be preformed by the Town and the permittee.
19. If the applicant subcontracts for any part of the work under this permit, it will be the responsibility of the subcontractor to obtain a contractors permit and the subcontractor shall be responsible for furnishing a security bond in the amount of 10% of the amount of the contract or in no case less than one thousand dollars (\$1000.00).
20. The applicant shall provide the contractor of the permitted work with a copy of this permit and is responsible to assure the latter's familiarity with all details and requirements of said permit. A copy shall be in the keeping of the said contractor at the work site, and shall be provided for examination by Town inspection personal upon request. The applicant shall be responsible to the Town for any failure to comply with any part of this permit.
21. It shall be the responsibility of the applicant to determine the location of, and protect or cause to be protected from any damage, any facilities already in place in the area to be influenced by the permitted work. All notifications of others are likewise a responsibility of the applicant.

22. This permit does not transfer any land, nor give, grant or convey any land right, right in land, or easement.

LIAIBILITIES:

23. 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 road right of way, (1) while 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 road 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, sub-contractors 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 forgoing, workers compensation), contractual, or other liability of the Town, the applicant, or 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 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 issued by the Town for location of property, lines, or facilities on road right of way in the past or present, or that are located on any road 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 property rights of any kind. 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 cost and expenses of any kind arising from any such liability, damages, 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 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 under Ch. 84 of Stats., that fails to comply with sec. 84.063 (4) 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 location of property, lines for facilities on road 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. .063 (4) 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 road 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. 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 road right of way pursuant to this permit or any other permit issued by the Town for the location of property, lines or facilities on road right of way.

Terms:

24. This permit authorizes only the described works of and for the applicant indicated on the face of the permit. It does not grant authority for the facilities of any other, either by present installation or future installation.
25. Construction methods and restorations shall be in accordance with applicable parts of the Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, current addition.
26. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the highway authority may specify. Any facility or part thereof which is located other than as the permit defines occupies such location solely at the risk of the applicant. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the applicant agrees to hold the Town, its employees, agents and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility which might result from a highway construction, maintenance, traffic control, or right of way management function.
27. No guard pole(s) shall be set within the limits of the road right of way, except any which are described and referenced on the drawings included in this permit and authorized as a part thereof. If a permanent object or structure is placed in the road right of way it shall be included with the drawings of this permit and a detailed description of location, size and use of the object/structure and proper fee paid.
28. The applicant, and/or contractor or subcontractor hereunder shall comply with all other rules and regulations the Chairman considers proper. FAILURE TO COMPLY WITH THE REGULATIONS PROVIDED IN THIS PERMIT, WILL MAKE THIS PERMIT NULL AND VOID.

In consideration of granting the foregoing permit, the permittee, its successors and assignees, agree that, in the event the said road(s) is reconstructed, repaired, changed or widened in any manner and it becomes necessary as a result that the service must be raised, lowered or moved to some other location, the permittee, its successors and assignees, agree to do all things necessary with the said service as may be required by the Town Chairman so as to facilitate these changes, and at no expense to the Town of Kaukauna.

Name of Company

Address

City State Zip Code

By permittee Date

The Town of Kaukauna hereby grants this permit according to conditions as listed above and agreed to by the permittee.

Town of Kaukauna Chairman Date

PERMIT FEES

QUANTITY	FEE	TOTAL
Application fee	\$75.00	
Contractor closing the road	\$75.00 per day	
Borings	\$300.00 each	
Open cuts to road	\$750.00 each	
Linear footage	\$00.05 per foot	
Permanent object/structure	(According to size with) a 200.00 minimum	
TOTAL PERMIT FEE		