Town of Sheboygan Sanitary Districts 2 & 3
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Town of Sheboygan
Application/Permit to Construct, Maintain and Operate Utilities Within Highway Right-of-Way

Permit No:
Highway:
Municipality: Town of Sheboygan
_____ 1/4 of _____ 1/4 Sec. _____
T N R E
Annual Service Connection Permit _____
Annual Maintenance Permit

Applicant's Name: _____

Address: _____

_____

Office Phone: _____

Cell Phone: _____ Local Pager: _____

Type of Installation: _____

Plans Prepared By: _____

Name & Phone Number of Person Responsible for Construction:

_____

Check All That Apply:

☐ to cross roadway	☐ overhead	☐ underground	☐ suspend on towers
☐ tunnel	☐ trench	☐ open cut	☐ tree cutting/removal
☐ jack & bore	☐ cased	☐ suspend on poles	☐ telephone/communicator
☐ bridge attachment	☐ water	☐ sanitary sewer	☐ other (List)
☐ gas/petroleum	☐ chemical treatment	☐ parallel to centerline of road	

CONSTRUCTION
☐ Major ☐ Minor

Estimated Starting Date _____

Estimated Restoration Date _____

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of the Town of Sheboygan Public Works Ordinance in effect at the time of this application, and with 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 Representative)
Date: _____

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 in the Town of Sheboygan Public Works Ordiance including the indemnification as included on the date of this application.

Other Special Provisions: _____

By: _____ Title: _____
(Signature of Authorized Representative)
Date: _____

Fee, if required _____ _____
Received by _____ (Authorizing Agent Signature)

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 county under Ch. 84, Stats., harmless from and against all liability, damage, loss, expense, claims, demands and actions of any nature whatsoever (including an 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 road 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 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, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors or frequenter; 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 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-call "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 reasonable 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 under Ch. 84, Stats., that fails to comply with secs. 66.0831 and 182.0175, Stats (2007-2008), 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 town, or its officers, employees and agents, fail to comply with secs. 66.0831 and 182.0175, Stats. (2007-2008), 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 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 town 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.

The Applicant by execution of this Application does not waive any governmental or sovereign immunity. Both the Applicant and Town retain all applicable governmental immunities, defenses, and Statutory limitations available including Wis. Stat. secs. 893.80, 895.52 and 345.05.