

OFFICE OF THE _____ COUNTY DRAIN COMMISSIONER

**APPLICATION FOR PERMIT
TO CROSS OR PARALLEL A COUNTY DRAIN**

Applicant's Name: _____

Mailing Address: _____

Telephone Number: () _____

Contractor's Name: _____

Mailing Address: _____

Telephone Number: () _____

Applicant's Contact Name and Telephone Number: () _____

I do hereby make application for a permit to use the right of way of the _____ County Drain at the following location: _____

_____ for a period commencing _____

and ending _____ for the following purpose: _____

I certify that I accept the following:

1. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.

2. Failure to object within ten (10) days to the permit as issued constitutes acceptance of the permit as issued.

3. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.

4. I will be responsible for and pay all costs incurred by the _____ County Drain

Commissioner and the _____ County Drainage District for engineering service in reviewing this Permit Application and for all costs of inspection of the work performed thereunder.

5. I acknowledge receipt of the rules and regulations promulgated by the _____ County Drain Commissioner for Crossing or Paralleling a County Drain.

Date: _____

Applicant's Signature

Its: _____

I hereby certify that I am acting as authorized agent on behalf of the above named applicant.

Date: _____

Authorized Agent's Signature

PERMIT REQUIREMENTS

TO CROSS OR PARALLEL A COUNTY DRAIN

In consideration of the granting of this permit, Permittee does hereby agree to comply with all terms and conditions as set forth in this permit, together with the rules and regulations as established by the _____ County Drain Commissioner (hereinafter "Drain Commissioner"), said rules and regulations are as follows:

1. All utilities and/or facilities must be a minimum of four (4) feet below the established drain bottom when crossing or paralleling a county drain or right of way,
2. Any structures removed such as headwalls, wingwalls, concrete slabs, rip rap, erosion protection, tiling and culverts - metal or concrete, must be replaced with new material and reconstructed to original condition or better.
3. All ditch banks, when disturbed, must be reshaped to original slope, compacted, topsoiled and seeded, fertilized and mulched or hydroseeded.
4. A minimum of seventy-two (72) hours notice is required to the inspection department prior to any construction that will involve a county drain.
5. Equipment and materials may not be stored in any way so as to cause blockage of a county drain.
6. Permittee is responsible for maintaining all storm drainage during the time of construction, whether by use of pumping equipment or construction of a bypass system.
7. Permit fee will be One Hundred Dollars (\$100.00), payable by check to the _____ County Treasurer. Prior to issuance of a permit, proof of Contractor's Liability Insurance must be filed with the Office of the Drain Commissioner, with the named insured, in compliance with the _____ County Drain Commissioner's standards. Also, an indemnity insurance, in the amount of \$1,000,000.
8. This permit does not relieve applicant from meeting any application requirement of law or of other public bodies or agencies. Additionally, the issuance of this permit does not relieve the utility of any future expense for relocation of said utility to accommodate for future drain improvements.
9. Permittee shall be responsible for and pay all costs for engineering and inspection services incurred by the _____ County Drain Commissioner in the review of the Permit Application and inspection of work performed hereunder. Payment to be made within thirty (30) days of invoice.
10. Other: _____ further agrees, either to pay any increased cost to the Drainage District due to this utility occupying said drain, said cost to be determined as a separate bid item during construction or reconstruction, or if determined necessary by the County Drain Commissioner, the Utility Company occupying said drain right of way, shall relocate or lower if the location of the utility shall increase the cost of performing drain improvements or drain maintenance.

All expenses pertaining to said relocations shall be paid for by the owner of the utility company. Relocation shall be completed within 90 days from receipt of written request by the Drain Commissioner.

Additional time may be granted by the Drain Commissioner if determined necessary.

Permittee does hereby acknowledge and agree that, in the event the area of the right of way for which this permit is granted is necessary for future maintenance and operation of the _____ Drain, Permittee at its own expense, shall remove all conflicting facilities, structures, pipelines, cables and other appurtenances to said use in an during the time of the maintenance of said Drain. Upon request of the Drain District, said utility will be relocated within 90 days from said request.

Further, Permittee shall hold harmless and indemnify the _____ County Drain Commissioner, he _____ Drainage District, and their employees, agents or contractors from any injury to person or property sustained as a result of the placement of the uses specified herein.

Further, this permit is subject to additional terms and conditions as follows: _____

PERMIT TO CROSS OR PARALLEL A COUNTY DRAIN

The _____ Drain Drainage District, by and through _____ County Drain Commissioner (hereinafter "Drain Commissioner"), does hereby grant permission to _____ of _____ and use a portion of the established right of way/easement for the _____ Drain in _____ Township(s), County, Michigan. This permit is issued for the sole and only purpose of allowing Permittee the following use:

_____ which use is to be located and allowed as follows:

In consideration of granting this permit, Permittee does hereby agree to comply with all terms and conditions as set forth in this permit, together with the rules and regulations as established by the _____ County Drain Commissioner, said rules and regulations are as follows:

1. All utilities and/or facilities must be a minimum of four (4) feet below the established drain bottom when crossing or paralleling a county drain or right of way,
2. Any structures removed such as headwalls, wingwalls, concrete slabs, rip rap, erosion protection, tiling and culverts - metal or concrete, must be replaced with new material and reconstructed to original condition or better.
3. All ditch banks, when disturbed, must be reshaped to original slope, compacted, topsoiled and seeded, fertilized and mulched or hydroseeded.
4. A minimum of seventy-two (72) hours notice is required to the inspection department prior to any construction that will involve a county drain.
5. Equipment and materials may not be stored in any way so as to cause blockage of a county drain.
6. Permittee is responsible for maintaining all storm drainage during the time of construction, whether by use of pumping equipment or construction of a bypass system.
7. Permit fee will be One Hundred Dollars (\$100.00), payable by check to the _____ County Treasurer. Prior to issuance of a permit, proof of Contractor's Liability Insurance must be filed with the Office of the Drain Commissioner, with the named insured, in compliance with the _____ County Drain Commissioner' standards. Also, an indemnity insurance, in the amount of \$1,000,000.
8. This permit does not relieve applicant from meeting any application requirement of law or other public bodies or agencies. Additionally, the issuance of this permit does not relieve the utility of any future expense for relocation of said utility to accommodate for future drain improvements.
9. Permittee shall be responsible for and pay all costs for engineering and inspection services incurred by the _____ County Drain Commissioner in the review of the Permit Application

and inspection of work performed hereunder. Payment to be made within thirty (30) days of invoice.

10. Other: _____ further agrees, either to pay any increased cost to the Drainage District due to this utility occupying said drain, said cost to be determined as a separate bid item during construction or reconstruction, or if determined necessary by the County Drain Commissioner, the Utility Company occupying said drain right of way, shall relocate or lower if the location of the utility shall increase the cost of performing drain improvements or drain maintenance.

All expenses pertaining to said relocations shall be paid for by the owner of the utility company. Relocation shall be completed within 90 days from receipt of written request by the Drain Commissioner.

Additional time may be granted by the Drain Commissioner if determined necessary.

Permittee does hereby acknowledge and agree that, in the event the area of the right of way for which this permit is granted is necessary for future maintenance and operation of the _____ Drain, Permittee at its own expense, shall remove all conflicting facilities, structures, pipelines, cables and other appurtenances to said use in an during the time of the maintenance of said Drain. Upon request of the Drain District, said utility will be relocated within 90 days from said request.

Further, Permittee shall hold harmless and indemnify the _____ County Drain Commissioner, he _____ Drainage District, and their employees, agents or contractors from any injury to person or property sustained as a result of the placement of the uses specified herein.

Further, this permit is subject to additional terms and conditions as follows:

_____.

ACKNOWLEDGMENT AND AGREEMENT

The terms and conditions of this permit and attachments hereto are acknowledged by _____ (Permittee) of _____.

Dated:

WHEREFORE, this permit is granted this _____ day of _____, 20_____.

County Drain Commissioner