

BAY COUNTY DRAIN COMMISSIONER

MICHAEL RIVARD
rivardm@baycountymi.gov

515 CENTER AVENUE, SUITE 601
BAY CITY, MICHIGAN 48708-5127
drainoffice@baycountymi.gov

PHONE (989) 895-4290
FAX (989) 895-4292
TDD (989) 895-4049
(HEARING IMPAIRED)

**APPLICATION FOR PERMIT
TO CROSS OR PARALLEL AN ESTABLISHED COUNTY DRAIN**

Applicant's Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: (_____)_____

Parcel Code #: _____

Contractor's Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: (_____)_____

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

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

5. I further agree to comply with the following rules and regulations as established by the Bay County Drain Commissioner for Crossing or Paralleling a County Drain:

6. 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.

7. 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.

8. All ditch banks, when disturbed, must be reshaped to original slope, compacted, topsoiled and seeded, fertilized and mulched or hydroseeded, as determined suitable for the situation.

9. Five (5) days notice is required to the inspection department prior to any construction that will involve a county drain.

10. Equipment and materials may not be stored in any way so as to cause blockage of a county drain.

11. 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.

12. Permit fee will be One-Hundred Dollars (\$100.00), payable by check to the BAY 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 Bay County Drain Commissioner's standards. Additionally, if determined necessary by the Bay County Drain Commissioner, an indemnity insurance in the amount of \$1,000,000 may be required.

13. This permit does not relieve applicant from meeting any application requirement of law or of other public bodies or agencies, i.e. local, state or federal. 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.

14. Permittee shall be responsible for and pay all costs for engineering and inspection services incurred by the Bay 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.

15. Permittee is allowed to cross or parallel the county drain as specified herein only. Any product or material entering the established county drain through the utility that is deemed unacceptable and considered pollution is the sole responsibility of the Permittee in regard to liability and expense for cleanup, fines, or penalties under local, state and federal law.

Further, the owner of said utility shall hold harmless the Drainage District, the Bay County Drain Commissioner, or Drainage Board, County of Bay, and State of Michigan for any liability connected with the utility being located within the easement of a county drain.

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

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

The terms and conditions of the permit shall be binding on the owner of the utility company occupying the drain right-of-way and its successors and assigns.

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