

**CHARLEVOIX COUNTY
ROAD COMMISSION**
1251 Boyne Avenue
Boyne City, MI 49712
231.582.7330

<u>County Use Only</u>	
Permit No.	_____
Issue Date	_____
Permit Fee	_____
Bond No.	_____
Amount	_____

Applicants Job No. _____

APPLICATION AND PERMIT

To construct, operate, maintain, use and/or remove within a county road right-of-way
If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume responsibility for the provisions of this Application and Permit.

APPLICANT		CONTRACTOR	
NAME _____		NAME _____	
ADDRESS _____		ADDRESS _____	
CITY/STATE/ZIP _____		CITY/STATE/ZIP _____	
TELEPHONE NO. _____		TELEPHONE NO. _____	
Applicant's Signature _____		Contractor's Signature _____	
Title _____ Date _____		Title _____ Date _____	
FINANCIAL REQUIREMENTS		ATTACHMENTS REQUIRED	
Application Fee	\$ _____	Plans and Specs	_____
Permit Fee	\$ _____	Bond	_____
Est. Inspec. Fee	\$ _____		
Bond	\$ _____	Proof of Insurance	
Other	\$ _____	Yes _____	No _____
To Be Billed	\$ _____	P.L. \$ _____	P.D. \$ _____
Receipt Number	_____	Other _____	
Dated	_____		

APPLICATION

Applicant and/or Contractor request a permit for the purpose indicated herein and/or in attached plans and specifications at the following location:

_____ Street Names
Section _____ Township _____

Enter street name and distance form nearest intersection or house#

for a period beginning _____ and ending _____ and agrees to the terms of the permit. It is understood that all activity resulting from the granting of this permit is to be in accordance with all Specifications and Conditions referred to or included hereon and any Attachments for Additional Requirements. It is further understood that in the event any facility covered under this Permit interferes with any future use of right-of-way for highway purposes, the Permit Holder, at his/her expense, will move or remove the facility at the direction of the Road Commission.

General Description and Nature of Request

DRIVEWAY

Use: Commercial Residential _____ width **Surface:** Bituminous Concrete Gravel

CULVERT

Use: Drive Cross **Type:** Concrete Metal Plastic **Size:** _____ Dia _____ Length

UTILITY

Water Gas Power Sanitary Sewer Telephone Cablevision
Length _____ Size _____ Distance from Centerline _____

MISCELLANEOUS
(Specify)

PERMIT

A permit is granted in accordance with the foregoing application for the period stated above, subject to the following terms agreed to by the Permit Holder. When Applicant hires a Contractor the "Permit Holder" is the Applicant and Contractor.

Remarks: _____

CHARLEVOIX COUNTY ROAD COMMISSION

Approved by _____
Signature Authorized Representative

Date *Title*

Additional Requirements

1. SPECIFICATIONS. All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Commission and must comply with the Commission's current requirements and specifications on file at its office and M.D.O.T. specifications.
2. FEES AND COSTS. Permit Holder shall be responsible for and pay all fees established by the Commission in connection with the applications for an issuance of this permit.
3. BOND. Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the Commission at the time permit is issued, if in the sole judgement of the Commission such security is necessary before work commences.
4. INSURANCE. Permit Holder shall furnish proof of liability and property damage insurance in the amount stated on this permit naming the Commission as an insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without ten (10) days advance notice by certified mail with return receipt required to the Commission.
5. INDEMNIFICATION. Permit Holder shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suites and judgements to which the Commission, its officers, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the Commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product which is the subject of this permit.

Permit Holder shall also hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suite and judgements to which the Commission, its officers or employees may be subject and for all costs and actual attorney fees which may be incurred on account of any claims which are made or brought for damage to trees or other natural vegetation arising out of the work under this permit or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product which is the subject of this permit.

Permit Holder shall also hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgements to which the Commission, its officers or employees may be subject and for all costs and actual attorney fees which may be incurred on account of any litigation brought concerning the nature, extent or existence of the highway right-of-way in which the work under this permit is being performed.

6. **MISS DIG.** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 AT LEAST TWO (2) FULL WORKING DAYS, BUT NOT MORE THAN TWENTY-ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. Permit Holders assumes all responsibility for damage to or interruption of underground facilities.
7. **NOTIFICATION OF START AND COMPLETION OF WORK.** Permit Holder must notify the Commission at least 48 hours before starting work and must notify the Commission when work is completed.
8. **TIME RESTRICTIONS.** All work shall be performed Mondays through Fridays between 8:00 AM and 5:00 PM, unless written approval is obtained from the Commission, and work shall be performed only during the period set forth in this permit.
9. **SAFETY.** Permit Holder agrees to work under this permit in a safe manner and to keep the area affected by this permit in a safe condition until the work is completed. All work site conditions shall comply with Michigan Manual of Uniform Traffic Control Devices.
10. **RESTORATION AND REPAIR OF ROAD.** Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began; and to repair any damage to the road right-of-way which is the result of or related to the work performed under this permit, whenever it occurs or appears.
11. **LIMITATION OF PERMIT.** The permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other governmental agencies, public utilities, corporations and individuals, including property owners.
12. **PERMISSION/TITLE ISSUES FOR UNDERLYING AND ADJACENT LANDS.** This permit only indicates the Commissions consent to the specified activity within the County Road Right-of-Way. It does not grant or convey to the Permit Holder any land title rights to any underlying or adjacent lands. Furthermore, it does not grant or imply any permission that may be necessary for activity on adjacent lands. The Permit Holder is solely responsible for resolving any applicable permission or land title concerns with third parties concerning underlying and adjacent lands.
13. **REVOCAION OF PERMIT.** The permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Commission.
14. **VIOLATION OF PERMIT.** This permit shall become immediately null and void if Permit Holder violates the terms of this permit, and the Commission may require immediate removal of Permit Holder's facilities, or the Commission may remove them without notice at Permit Holder's expense.
15. **ASSIGNABILITY.** This permit may not be assigned without the prior approval of the Commission. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all terms of this permit.
16. This permit is subject to any supplemental specifications which may be on file with the Commission and is further subject to any relevant Michigan statutes including but not limited to MCL 224.19b and MCL 247.321 et seq.