

APPLICATION FEE: \$300 PER LOCATION <i>Additional costs for administration, inspection, engineering, and legal expenses may be required.</i>	Gratiot County Drain Commissioner Bernard J. Barnes 904 E. Center St. Ithaca, MI 48847 (989) 875-5207
--	---

APPLICATION FOR ENCROACHMENT IN A COUNTY DRAIN EASEMENT

NAME: _____

ADDRESS: _____

MAJOR CROSSROADS: _____

TOWNSHIP/CITY/VILLAGE: _____ PARCEL ID#(s) _____

DRAIN NAME: _____

PROJECT DESCRIPTION: _____

The application must be accompanied by a parcel legal description, and the exact name(s) of the Owners, and a set of site plans showing the drain, the drain easement, and the proposed encroachment/work. The plans shall include a detailed scaled plan, profile, and a sectional view of the drain where work is proposed and for the full width of the easement unless waived by the Drain Commissioner. Plans must be sealed by a professional engineer licensed in the State of Michigan unless otherwise agreed to by the Drain Commissioner unless otherwise agreed to by the Drain Commissioner. All plans must be approved by the Drain Commissioner.

APPLICANT INFORMATION

CONTACT NAME: _____ COMPANY NAME: _____

CONTACT ADDRESS: _____

PHONE: _____ CELL: _____ EMAIL: _____

I, the undersigned, in applying for a permit for utility work in a county drain and/or county drain easement, agree to abide by the terms and conditions outlined in the Permit, and certify that I have authority to perform work in the proposed location which the Permit will serve/or I am the Permittee's authorized agent.

Applicant/Owner Signature: _____ *Date:* _____

PERMIT FOR ENCROACHMENT WORK IN COUNTY DRAIN EASEMENT

Name of Drain:					
Permit Number:		Date Issued:		Construction Exp. Date:	
Township/City/Village:		Section:		Parcel ID Affected:	
Application Date:		Fee Amount:	\$	Receipt:	
AUTHORITY IS HEREBY GRANTED TO:					
Owner:				Contractor:	
				Engineer:	

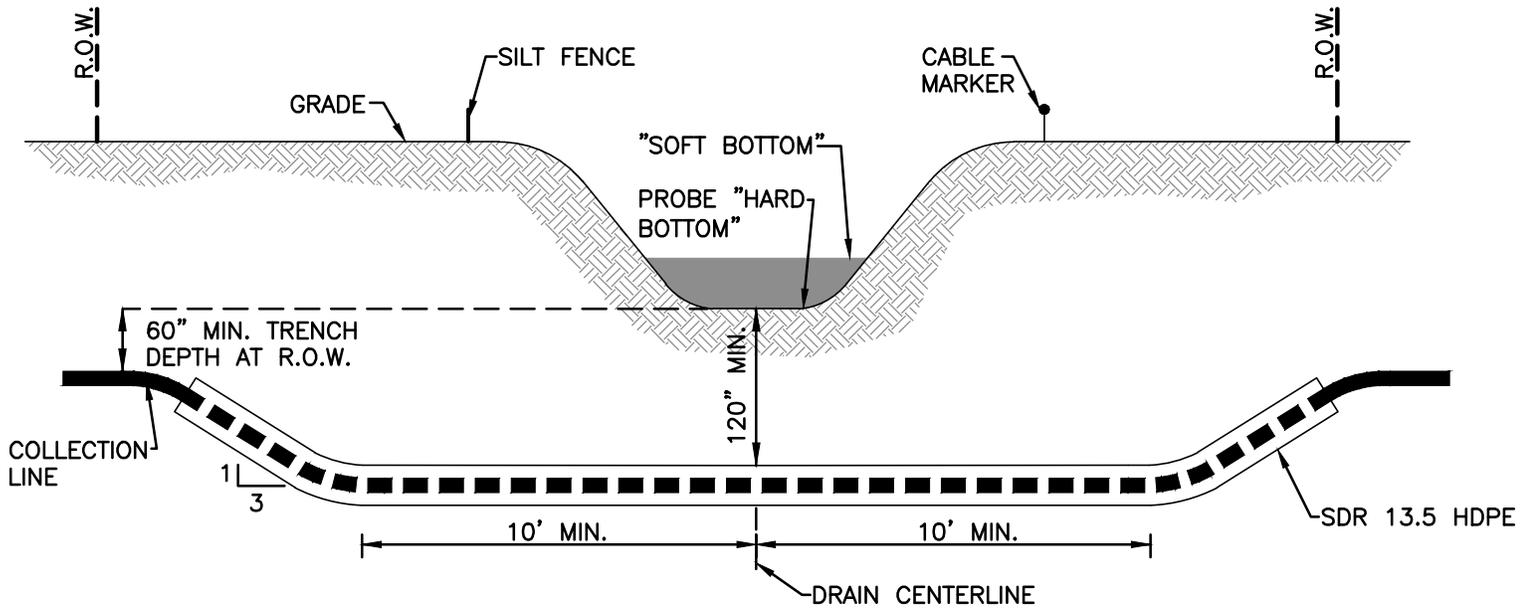
SCOPE OF WORK SUMMARY:

APPROVED PLAN REFERENCE:

WORK TO BE DONE UNDER AUTHORITY OF THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS

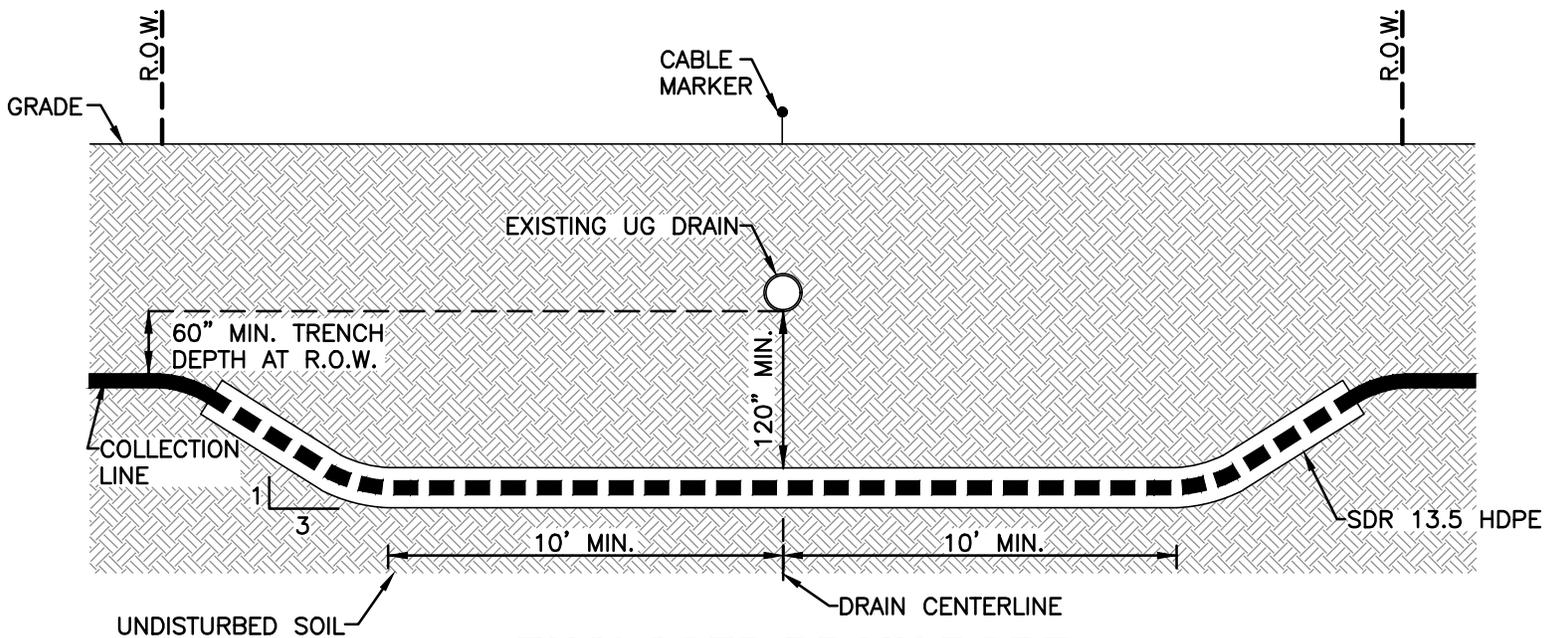
- | |
|--|
| 1. Permittee/Owner agrees that work shall not commence on the Drain or in the Drain Easement without prior notice of at least three (3) business days to the Gratiot County Drain Commissioner's Office. |
| 2. Permittee/Owner shall not commence the work within the Drain without a Gratiot County Drain Office inspector present. Permittee/Owner is responsible for all costs incurred by the Drain Commissioner for the inspection. An application fee of \$300 per location shall be placed with the Drain Commissioner prior to the commencement of the Work. Additional inspection fees may be required. Any unused deposit will be returned to Permittee/Owner after fulfillment of all Permit requirements and any overages will be charged to Permittee/Owner. Any unused deposit will be forfeited one-year from approval of permit. |
| 3. Permittee/Owner shall post at the work site, a copy of the issued Permit, which shall be available for inspection at all times during the course of the work on the Drain or within the Drain Easement. |
| 4. Permittee/Owner agrees to provide the Drain Commissioner with one copy of as-built drawings of the work performed on the Drain and in the Drain Easement within 30 days after the Work is this Permit is completed unless waived in writing by the Drain Commissioner. The as-built drawings shall be sealed by a competent professional engineer licensed in the State of Michigan, and shall indicate location and elevations of any Drain crossings, show the Drain Easement, and all other relevant information for the authorized Work on the Drain and/or in the Drain Easement unless otherwise agreed to by the Drain Commissioner. The as-built drawings shall be submitted on paper and in digital format (CD/AutoCAD). If Permittee/Owner fails to provide the as-built drawings within the required time, the Drainage District is authorized to have the as-built drawings prepared, and the Permittee/Owner agrees to be responsible for all cost involved. |
| 5. Permittee/Owner agrees to hold harmless, indemnify and pay the reasonable costs to defend the Drainage District, the Drain Commissioner and their agents, employees and/or contractors from any and all actual damages arising out of the Work and the existence of the Work within the Drain Easement and any and all actual damages or claims for damages to person or property arising from the Work on and/or use of the Work in the Drain Easement. |
| 6. Permittee/Owner shall be responsible for payment of any and all reasonable and necessary application fees, together with any and all reasonable and necessary costs incurred by the Drainage District arising from this permit, including, but limited to, engineering, inspection, legal, enforcement and administrative fees, incurred in the preparation of this permit, and any services rendered attendant thereto. Payment shall be due upon receipt of invoices. |
| 7. This permit does not waive the necessity for obtaining all other required federal, state, or local permits, and |

specifically includes any Soil Erosion and Sedimentation Control permits issued by the Gratiot County Permits Office.	
8. Specific conditions to the Permit include the following:	
A. All Construction work and restoration shall be in compliance with the Drain Code of 1956, as amended, the Rules of the Gratiot County Drain Commissioner and shall meet the soil erosion and sedimentation requirements of the Gratiot County Permitting office.	
B. All work shall be done in accordance with the Michigan Association of County Drain Commissioner’s Soil Erosion and Sedimentation Control, Authorized Public Agency Procedures Manual.	
C. Restoration of open drains shall be done using non-woven filter and plain stone rip-rap stone to protect the trench from erosion. Rip rap shall meet MDOT specifications.	
9. Permittee/Owner shall contact Michigan MISS DIG SYSTEM prior to the commencement of Work. Permittee/Owner shall follow all MISS DIG SYSTEM requirements in performing the Work. The MISS DIG SYSTEM date of call and docket number shall be furnished to the Drain Commissioner’s Office before any work commences.	
10. There is to be no obstruction of flow of water in the Drain as defined in Sections 421 and 422 of the Drain Code, MCL 280.421 and 480.422, during performance of the Work unless specifically authorized in writing by the Drain Commissioner consistent with the approvals granted under this Permit.	
11. Permittee/Owner shall not make any other improvements, or perform any other activities, on the Drain or in the Drain Easement outside the Work that is specified in this Permit without the prior written consent of the Drain Commissioner.	
12. Permittee/Owner shall furnish the Drainage District with evidence of liability insurance in the amount of at least One Million Dollars (1,000,000.00) per occurrence covering the Work performed by Permittee/Owner under this Permit, which may be accomplished by way of excess or umbrella policies unless waived in writing by the Drain Commissioner prior to the issuance of the Permit. The insurance shall be written by a company rated by A.M. Best Company requiring and “A- “or better rating. The Certificate of Insurance shall be provided to the Drain Commissioner before the commencement of any Work. The insurance policy shall provide for a ten (10) day “Prior Notice Termination” provision in favor of the Drainage District. The Drain District, the Gratiot County Drain Commissioner, and Gratiot County shall be named as additional insureds on the policy. Such insurance may be terminated upon completion and written approval of the Work by the Drain Commissioner as provided in this agreement.	
13. Permittee/Owner agrees that should the Drain require maintenance or improvements in the future that requires the relocation of the Work within the Drain or the Drain Easement, the Work shall be relocated in a timely manner upon the written request of the Drain Commissioner at the sole cost of the Permittee/Owner. The Permittee/Owner shall pay for additional costs incurred by the Drainage District for maintenance and improvement of the Drain as a result of the Work within the Drain and/or Drain Easement.	
14. This permit is binding on Permittee/Owner, its heirs, and successors in interest. This permit is not assignable without the written consent of the Drain Commissioner, which consent shall not be unreasonably withheld.	
15. Violation of any of these specified terms and conditions shall contribute a breach of this Permit to which the Drainage District and/or the Drain Commissioner may direct the relocation or reconstruction or the Work within the Drain Easement to comply with the terms of this Permit, with all reasonable and necessary costs, including but not limited to construction, engineering, legal inspection and enforcement, to be paid by Permittee/Owner.	
16. The commencement of the work under this permit shall constitute an acceptance by Permittee/Owner of the terms and conditions set forth in this permit.	
17. Additional Conditions:	
DATE	Permittee Name: Position: Signature:
DATE	Bernard J. Barnes Gratiot County Drain Commissioner



OPEN CHANNEL DRAIN BORE

NOT TO SCALE



ENCLOSED DRAIN BORE

NOT TO SCALE

NOTES:

1. THE RATE OF SLOPE OF CABLE TO DEPTH BELOW DRAIN SHALL NOT EXCEED 3:1.
2. IF NO DRAIN RIGHT-OF-WAY EXISTS THE BORE MUST EXTEND A MINIMUM OF 10 FEET BEYOND THE TOP OF BANK.
3. SEE SITE SPECIFIC SWPP FOR MORE INFORMATION.
4. PARALLEL BORE SEPARATION SHALL BE A MINIMUM OF 50 FEET.
5. GPS COORDINATES SHALL BE TAKEN AT ALL CROSSINGS.



DATE: 1-19-2022

PROJECT:

EXHIBIT B - TYPICAL BORES