

Missaukee County Road Commission
 P.O. Box A
 1199 N. Morey Road
 Lake City, MI 49651
 Phone 231.839.4361/ Fax 231.839.5381

Permit No. _____
 Permit Fee _____
 Issue Date _____

**APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN
 WITHIN THE RIGHT-OF-WAY OF; OR TO CLOSE, A COUNTY ROAD.**

UTILITY/FIBER OPTIC PERMIT APPLICATION

An applicant is defined as an owner of property adjacent to the right-of-way, the property owner's authorized representative; or an authorized representative of a private or public utility who applies for a permit to construct, operate, use, and/or maintain a facility within the right-of-way for the purpose outlined within the application. A contractor who makes application on behalf of a property owner or utility must provide documentation of authority to apply for a permit.

APPLICANT	Name:	CONTRACTOR	Company:
	Address:		Address:
	Phone No: Cell No:		Phone No: Cell No:
	Fax No:		Fax No:
	Email Address:		Email Address:

Applicant/Contractor request a UTILITY permit for the following work within the right of way of a county road:

LOCATION: County Road _____ Between _____ And _____
 Township _____ Side of Road N S E W Property ID _____

DATE: Work to begin on _____; Work to be completed by _____

I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.

Applicant's Signature: _____ Title: _____ Date: _____	Contractor's Signature: _____ Title: _____ Date: _____
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UTILITY/FIBER OPTIC PERMIT

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the rules, regulations, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

<u>TYPES:</u>	<u>FEE:</u>
Overhead Utility Installation	100.00
Underground Utility Installation	100.00
Utility Service Connection	75.00
Cable & Fiber Optic Communication Service	150.00
+Road Bore Crossings additional per road	150.00
Wireless Facility Installation New Stand-Alone Facility, New Facility, New Pole	100.00
Wireless Colocation- Each Utility Pole and Wireless Structure	25.00
Sanitary, Water Main or Storm Connection	100.00

OTHER REQUIREMENTS:

Approved By:

 Title: _____ Date: _____

TERMS AND CONDITIONS

1. **Specifications.** All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the County Road Commission (“Road Commission”) and must comply with the Road Commission’s current procedures and regulations on file at its offices and the current MDOT Standard Specifications for Construction, if applicable.
2. **Fees and Costs.** The Permit Holder shall be responsible for all costs incurred by the Road Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Road Commission, at the time the permit is issued.
3. **Bond.** The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Road Commission at the time permit is issued.
4. **Insurance.** The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$1,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Road Commission is an additional insured party on the policy. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the Road Commission, by certified mail, first-class, return receipt requested. This permit is invalid if insurance expires during the authorized period of work described herein.
5. **Indemnification.** In addition to any liability or obligation of the Permit Holder that may otherwise exist, Permit Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Road Commission and its commissioners, officers, agents, and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the Road Commission may sustain by reason of claims for or allegations of the negligence or violation of the terms and conditions of this permit by the Permit Holder, its officers, agents, or employees, arising out of the work which is the subject of this permit, or arising out of work not authorized by this permit, or arising out of the continued existence of the operation or facility, which is the subject of this permit.
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 or www.missdig.org AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS, BEFORE YOU START WORK. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** The Permit Holder must notify the Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between 8:00 a.m. and 5:00 p.m. unless written approval is obtained from the Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from 3:00 p.m. on the day proceeding until the normal starting time the day after the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. **Safety.** Furnish, install and maintain all necessary traffic controls and protection during Permit Holder’s operations in accordance with the *Michigan Manual of Uniform Traffic Control Devices, Part 6* and any supplemental specifications set forth herein.
10. **Restoration and Repair of Road.** The construction, operation and maintenance of the activity covered by this permit shall be performed by the Permit Holder without cost to the Road Commission unless specified herein. The Permit Holder shall also be responsible for the cost of restoration and repair of the right-of-way determined by the Road Commission to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications. The Permit Holder shall be responsible for costs incurred by the Road Commission for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Said repairs shall be performed with or without notice to the Permit Holder if immediate action is required. This determination shall be in the sole and reasonable opinion of the Road Commission.
11. **Limitation of Permit.** Issuance of this permit does not relieve Permit Holder from meeting any and all requirements of law, or of other public bodies or agencies. The Permit Holder shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
12. **Revocation of Permit.** This 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 Road Commission. It is understood that the rights granted herein are revocable at the will of the Road Commission and that the Permit Holder acquires no rights in the right-of-way and expressly waives any right to claim damages or compensation in case this permit is revoked.
13. **Assignability.** This permit is not assignable and not transferable unless specifically agreed to by the Road Commission.
14. **Authority.** The statutory authority of the Road Commission to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation and in no particular order, MCL §247.321 et seq; MCL §224.19b; MCL §560.101 et seq; and MCL §247.171 et seq.

MISSAUKEE COUNTY ROAD COMMISSION
Additional Fiber Optic Installation Permit Conditions

Project: _____ Contractor: _____

Project ID #: _____ Township, Roads: _____

This form and the accompanying permit must be signed and in possession of the contractor performing the permitted work or the permit will be revoked.

- Fee will be \$150 for the permit plus \$150 per bore.
- Permit is valid for one year.
- No bond is required unless contractor does not comply with the terms of the permit.
- Missaukee County Road Commission must be named as additional insured on the liability insurance policy of the permit holder.
- 48-hours notice must be given before starting work. MCRC must be notified when the work is completed and additionally as directed by the MCRC.
- No equipment or materials shall be stored in the ROW.
- All road bores shall have a minimum of 48" cover. Road bores to be perpendicular to roadway.
- Cable placed parallel to roadway shall have 36" minimal cover.
- Cable to be placed 30' to 33' from maintained centerline as per plan.
- Any pavement removal required for locating of existing utilities must have prior approval from MCRC before saw cutting and removing.
- Applicant is responsible to locate existing MCRC cross culverts. Repair of damaged culverts will be the sole responsibility of the applicant and **must be approved by MCRC.**
- **Pedestals shall be set at back of ROW. Pedestals to have 100' set back from intersections.** (This is required for pushing snowbanks back in the winter.) Pedestals may be set closer to the intersection if attached to an existing utility pole.
- Hand holes and manholes to be set flush to ground at back of ROW.
- Areas disturbed during construction or parking of vehicles and equipment shall be restored upon completion of the permitted section, not the entire project. Restoration must meet MCRC standards and approved by the property owner. Restoration will include topsoil, seed and mulch.
- One lane of traffic shall be open at all times.
- Shoulder closures will require all vehicles and equipment to be behind the white edge line or completely out of the driving lane. Equipment and vehicles in the lane will require a lane closure per MMUTCD.
- All equipment and vehicles to be parked on the same side of the road when parking on the shoulder or lane.
- Driveways must not be blocked.
- Winter work (Nov. 15 to May 1) may be restricted. **There is no work during inclement weather conditions and no work if MCRC is removing snow and ice from the roadway.**

I agree to abide by all of the terms and conditions attached to this permit and will notify the Missaukee County Road Commission if there are any deviations from or changes to the plans.

Signature of Applicant & Company Date

Signature of Contractor & Company Date

Signature of Missaukee County Road Commission Date