

GENERAL PERMIT:
RIGHT-OF-WAY



PERMIT _____
 DATE PAID _____
 AMOUNT PD _____
 RECEIPT # _____
 BOND _____
 INSURANCE ON FILE _____
 EXPIRES _____

72 HOURS BEFORE YOU DIG DIAL MISS DIG 1-800-482-7171

APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT-OF-WAY

This permit shall be null and void if substantial construction has not occurred by September 30th of the current year. If a contractor is to perform the construction work authorized by this permit and is supplying the bond, he will fill out the information block below, and thereby assumes responsibility along with the PERMIT HOLDER for all provisions of this permit. The PERMIT HOLDERS attention is called to the General Conditions attached to this permit.

Applicant's Name (Property Owner) _____ Date _____

Installer's Name (Individual/Contractor) _____ Date _____

Mailing Address _____

Mailing Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Applicant's Signature _____ Phone Number _____

Contractor's Signature _____ Phone Number _____

Email address _____

Email address _____

In consideration of the permit holder agreeing to abide by and conform with all of the terms and conditions herein set forth, a permit is hereby issued to the above named parties to construct, operate, use and/or maintain a facility within the road right-of-way.

Road/Address _____ Township _____ Section # _____

Between (Road) _____ To (Road) _____

ALTERATION OR REMOVAL MAY BE REQUIRED BY THE VILLAGE AT ANY TIME (See General Conditions #7)

A general description of the facility is as follows: (Indicate size, length, type, use, method of crossing road) For underground construction give depth to top of facility and distance from centerline of facility to centerline of road. Specify other pertinent detail.

FOUR HOUR INSPECTION COST WILL BE ASSESSED WHEN THE VILLAGE OF CASSOPOLIS IS NOT NOTIFIED PRIOR TO ANY CONSTRUCTION

The construction and work described above shall be accomplished in accordance with approved plans, specifications, maps, and statements filed with this permit. The General Conditions attached are also an integral part of this permit.

Approved _____

Approval Date _____

GENERAL CONDITIONS OF PERMIT:

THE CONSTRUCTION AND WORK DESCRIBED ABOVE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPROVED PLANS, SPECIFICATIONS, MAPS, AND STATEMENTS FILED WITH THIS PERMIT. THE ABOVE NAMED PARTIES AGREE TO THE FOLLOWING:

1. The construction, operations, and maintenance of the facility covered by this permit shall be at the PERMIT HOLDERS expense. The PERMIT HOLDER will not be responsible for maintaining road widening or any other facility which becomes part of the main roadway.
2. This permit shall not become operative until it has been fully executed by the Village of Cassopolis. After execution notification must be given to the permit inspector at least 72 hours before starting construction so that arrangements can be made for inspection. The PERMIT HOLDER shall be billed for all engineering and review fees and inspection costs incurred by the Village of Cassopolis in connection with the work covered by this permit.
4. Any and all operations under this permit shall meet all requirements of the current General Specifications and supplemental Specifications of the Village of Cassopolis and/or the Cass County Road Commission and set forth of this permit.
5. **Accident Liability and Indemnification:** The PERMIT HOLDER and contractor shall hold harmless and indemnify and keep indemnified the Village of Cassopolis its officers, and employees from all claims, suits and judgments to which the Village of Cassopolis, 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 Village of Cassopolis, whether due to the negligence of the PERMIT HOLDER or the joint negligence of the PERMIT HOLDER and the Village of Cassopolis 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.
6. Nothing in this permit shall be construed to grant any rights whatsoever to any public utilities whatsoever except neither as to the consent herein Specifically given, nor to impair anyway existing rights granted in accordance with the constitution or laws of this State.
7. **THE PERMIT HOLDER EXPRESSLY WAIVES ANY RIGHT TO CLAIM DAMAGES OR COMPENSATION IN CASE THIS PERMIT IS REVOKED AND THE PERMIT HOLDER SHALL SURRENDER THE PERMIT HEREIN APPLIED FOR, SURRENDER ALL RIGHTS, CEASE OPERATIONS AND REMOVE, ALTER, OR RELOCATE AT THE PERMIT HOLDERS EXPENSE, THE FACILITIES FOR WHICH THIS PERMIT IS GRANTED, WHEN ORDERED TO DO SO BY THE VILLAGE OF CASSOPOLIS, BECAUSE OF A NEED FOR PUBLIC USE OF THE AREA COVERED BY THIS PERMIT OR BECAUSE OF DEFAULT IN ANY OF THE CONDITIONS OF THE PERMIT. UPON FAILURE TO REMOVE, ALTER, RELOCATE OR SURRENDER THE FACILITIES PURSUANT TO THE ORDER OF THE VILLAGE OF CASSOPOLIS, THE PERMIT HOLDER SHALL REIMBURSE THE VILLAGE OF CASSOPOLIS FOR ITS COST IN DOING THE SAME.**
8. The PERMIT HOLDER and the contractor shall furnish a performance bond in cash, or certified check in a minimum amount of Ten Thousand dollars (\$10,000), however the Village of Cassopolis reserves the right to require more in such amount as deemed necessary by the Village of Cassopolis to guarantee performance under the conditions of this permit. The Village of Cassopolis may forfeit all or any portion of the bond which shall be necessary to cover any expense, including inspection costs, or damage incurred by the Village of Cassopolis by granting this permit. Should the bond be insufficient to cover expenses incurred by the Village of Cassopolis the PERMIT HOLDER shall pay such deficiency upon billing by the Village of Cassopolis. If the bond amount exceeds the expenses incurred by the Village of Cassopolis the excess portion will be returned to the depositor upon completion of the work to the satisfaction of the Village of Cassopolis. The performance bond provided for herein when it cannot be returned shall be deposited in the Village of Cassopolis Street Funds and becomes part of thereof unless claimed within one year of the date of completion of the construction authorized by this permit.
9. This permit does not relieve the PERMIT HOLDER from meeting all requirements of law. The PERMIT HOLDER shall be additionally responsible for securing any other legally required permits from governmental agencies and jurisdiction, corporations or individuals.
10. **WHEN APPLICABLE THE FOLLOWING MUST BE ATTACHED AT THE TIME THE PERMIT IS EXECUTED:**
 - Deposit
 - Plans and specifications
 - Required bonds and insurance
11. The Licensee assumes all responsibility for the interruption and damage to underground utilities. The presence or absence of utilities is based on the best information available and the Village of Cassopolis is not responsible for the accuracy of this information. The licensee shall contact all utility owners regarding their facilities prior to starting work. Most utilities may be contacted through Miss Dig.
12. **PERMIT HOLDER IS HEREBY REQUIRED TO COMPLY WITH ALL OF THE PROVISIONS AND REQUIREMENTS OF 1974 PUBLIC ACT 53 AS AMENDED (MISS DIG) AND ACT 347 P.A. 1972 (SOIL EROSION AND SEDIMENTATION CONTROL).**
13. **Restoration and Repair General Permit of Road:** Permit Holder agrees to restore the road and right-of-way to a condition equal or better than its condition before the work began, and to repair any damages to the road right-of-way which is the result of the facility, regardless of when it occurs or appears.