

Alger County Road Commission  
 E 9264 M-28  
 Munising, MI, 49862  
 Phone 906-387-2042 / Fax 906-387-5167

Application No. \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Issue Date \_\_\_\_\_

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

**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.

<b>APPLICANT</b>	Name:	<b>CONTRACTOR</b>	Company:
	Address:		Address:
	Phone No:                      Cell No:		Phone No:                      Cell No:
	Fax No:		Fax No:
	Email Address:		Email Address:

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

LOCATION: County Road \_\_\_\_\_ Between \_\_\_\_\_ And \_\_\_\_\_  
 Township \_\_\_\_\_ Section \_\_\_\_ T \_\_\_\_ R \_\_\_\_ 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: _____	Contractor's Signature: _____
Title: _____ Date: _____	Title: _____ Date: _____

**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.

REQUIREMENTS	FEE TYPE	AMOUNT	RECEIPT NO	DATE	
	Application Fee				Letter of Credit \$ _____ <input type="checkbox"/> Y <input type="checkbox"/> N
	Permit Fee				Surety Bond \$ _____ <input type="checkbox"/> Y <input type="checkbox"/> N
	Inspection Fee				Retainer Letter <input type="checkbox"/> Y <input type="checkbox"/> N
	Bond				Approved Plans on File <input type="checkbox"/> Y <input type="checkbox"/> N
	Deposit				Certificate of Insurance <input type="checkbox"/> Y <input type="checkbox"/> N
	Other				Attachments/Supplemental Specifications <input type="checkbox"/> Y <input type="checkbox"/> N
	To Be Billed				

OTHER REQUIREMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Recommended For Issuance By: \_\_\_\_\_ Approved By: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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 offices and M.D.O.T. specifications.
2. **Fees and Costs:** Permit Holder shall be responsible for all fees incurred by the Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Commission at the time the permit is issued.
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.
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 the permit and shall provide that it cannot be cancelled without ten (10) days advance written 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, suits, and judgments 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, 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. **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 Holder assumes all responsibility for damage to or interruption of underground utilities.
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 A.M. and 5:00 P.M. unless 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 the facility whenever it occurs or appears.
11. **Limits of Permit:** This 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. Permission may be required from the adjoining property owners.
12. **Revocation 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.
13. **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.
14. **Assign ability:** 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 the terms of this permit.
15. This permit is subject to supplemental specifications on file with the Road Commission and Act 200 of Public Acts of 1969.