

# STORM WATER PERMIT

NAME OF DRAIN					
PROJECT NAME					
PERMIT NUMBER		DATE ISSUED		CONSTRUCTION EXPIRATION DATE	
TOWNSHIP/CITY/VILLAGE		SECTION		PARCEL ID AFFECTED	
APPLICATION DATE		FEE AMOUNT		RECEIPT #	

AUTHORITY IS HEREBY GRANTED TO:

OWNER:		Contractor Engineers	
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SCOPE OF WORK SUMMARY:

ACREAGE OF LAND THE PROJECT WILL BE AFFECTING:

APPROVED PLAN REFERENCE:

\_\_\_\_\_ FOR WORK THAT IS WITHIN A COUNTY DRAIN OR DRAIN EASEMENT, SECTION 1 CONDITIONS APPLY.

\_\_\_\_\_ FOR WORK THAT IS NOT WITHIN A COUNTY DRAIN OR DRAIN EASEMENT, SECTION 2 CONDITIONS APPLY.

\_\_\_\_\_ **SECTION 1 – WORK THAT IS WITHIN A COUNTY DRAIN OR DRAIN EASEMENT**

WORK TO BE DONE UNDER AUTHORITY OF THIS PERMIT (“Work”) 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 Shiawassee County Drain Commissioner’s Office.
2. Permittee/Owner shall not commence the Work within the Drain without a Shiawassee County Drain Office inspector present unless waived in writing by the Shiawassee County Drain Commissioner. Permittee/Owner is responsible for all costs incurred by the Shiawassee County Drain Commissioner for the inspection. A deposit of \$_____ shall be placed with the Shiawassee County 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.
3. Permittee/Owner shall post at the entrance of 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 Shiawassee County Drain Commissioner with one copy of <i>as-built drawings</i> of the Work performed on the Drain and in the Drain Easement within 30 days after the Work in this Permit is completed unless waived in writing by the Shiawassee County Drain Commissioner. The as-built drawings shall be sealed by a competent professional engineer licensed in the State of Michigan and shall indicate the 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 Shiawassee County 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 costs involved.
5. Permittee/Owner agrees to hold harmless, indemnify and pay the reasonable costs to defend the Drainage District, the Shiawassee County 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 not 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. <b><i>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 Shiawassee County Environmental Health Department.</i></b>
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 Shiawassee County Drain Commissioner and shall meet the soil erosion and sedimentation requirements of the Shiawassee County Health Department. 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 Shiawassee County 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 280.422, during performance of the Work unless specifically authorized by the Drainage District in writing 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 Easements outside the Work that is specified in this Permit without the prior written consent of the Shiawassee County 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 Shiawassee County Drain Commissioner prior to the issuance of the Permit. The insurance shall be written by a company rated by A.M. Best Company requiring an "A-" or better rating. The Certificate of Insurance shall be provided to the Shiawassee County 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 Drainage District, the Shiawassee County Drain Commissioner, and Shiawassee 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 Shiawassee County Drain Commissioner as provided in this Agreement.
13. Permittee/Owner agrees that should the Drain require maintenance or improvement 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 Shiawassee County Drain Commissioner at the sole cost of Permittee/Owner. The Permittee/Owner shall pay for all additional costs incurred by the Drainage District for the 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, assigns, and successors in interest. This Permit is not assignable without the written consent of the Shiawassee County Drain Commissioner which consent shall not be unreasonably withheld.
15. Violation of any of these specified terms and conditions shall constitute a breach of this Permit to which the Drainage District and/or the Shiawassee County Drain Commissioner may direct the relocation or reconstruction of 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. Environmental contamination, caused by site runoff impacting the drain, is the responsibility of the property owner and should be cleaned according to Local, County, State and Federal guidelines.
17. 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.
18. Additional Conditions:

**END SECTION 1 – WITHIN DRAIN OR DRAIN EASEMENT**

DATE	Brent Singer Shiawassee County Drain Commissioner
DATE	<b>Owner/Permittee</b> Name:  Position:  Signature:

\_\_\_\_\_ **SECTION 2 – WORK THAT IS NOT WITHIN A COUNTY DRAIN OR DRAIN EASEMENT**

WORK TO BE DONE UNDER AUTHORITY OF THIS PERMIT (“Work”) IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Upon completion of the Work, Permittee/Owner shall sign the Shiawassee County Drain Commissioner’s Storm Water Management Agreement and provide all necessary documentation required therein.
2. 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 not limited to, engineering, surveying, easement acquisition, 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.
3. Prior to the commencement of the Work, Permittee/Owner shall obtain all local, state and federal permits to the extent required by law, including but not limited to those required by the Shiawassee County Health Department and the Michigan Department of Environment, Great Lakes & Energy. A copy of all required permits, including any extensions or modifications thereof, shall be provided to the Drain Commissioner
4. <b><i>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 Shiawassee County Environmental Health Department.</i></b>
5. Permittee/Owner, its assigns and successors in interest, shall be responsible for the operation and maintenance of the Work on the Property in working order and keep the Work free from debris or obstructions, and for the payment of all costs associated therewith
6. Permittee/Owner further agrees to perform inspections of the Work every five (5) years, commencing with the completion of the Work. Permittee/Owner shall provide inspection reports to the Shiawassee County Drain Commissioner. In the event that any inspection report indicates the need for maintenance or work to any part of the Work, Permittee/Owner shall cause such maintenance or work to be done in a timely manner.
7. Permittee/Owner grants and conveys to the Shiawassee County Drain Commissioner, his agents, or employees, the right of entry on to the Property for purposes of inspection of the Work to determine the need for maintenance or improvement. In the event the Shiawassee County Drain Commissioner determines the need for maintenance or improvement of the Work, he shall notify Permittee/Owner of the necessity of the maintenance or improvement, setting forth the specific details thereof, in writing. Within ninety (90) days receipt of said notice or within a time period as otherwise indicated by the Shiawassee County Drain Commissioner, Permittee/Owner shall cause the maintenance or improvement to be completed.
8. All costs for the maintenance or improvement shall be at the sole cost and expense of Permittee/Owner including, but not limited to, all related administrative, engineering, inspection, surveying, easement acquisition, and legal costs and expenses incurred by the Shiawassee Drain Commissioner in connection with such maintenance or improvement.
9. Permittee/Owner shall require all contractors performing the Work to be insured and shall require liability insurance in the amount of at least \$1,000,000.00 and Worker’s Compensation insurance. In addition, the contractor shall provide a copy of its insurance certificate to Permittee/Owner and the Shiawassee County Drain Commissioner.
10. Permittee/Owner agrees to the extent permitted by applicable law to indemnify, hold harmless and defend the Shiawassee County Drain Commissioner, the Drainage District, and Shiawassee County (collectively, the “Indemnified Parties”) against any and all claims or liability whatsoever brought against the Indemnified Parties for injuries or damages sustained by any person, property, or business as a result of, or in any way related to, the Work, including payment of actual and reasonable attorney and engineering fees incurred by the Indemnified Parties in defense of a claim provided, however, in no event shall such indemnity apply to any claims or liability to the extent they are caused by the negligence or intentional misconduct of the any Indemnified Party or their respective agents, employees, licensees and/or invitees.
11. Permittee/Owner shall pay all costs incurred by the Shiawassee County Drain Commissioner related to the Work and this Agreement, including all administrative, engineering, inspection, surveying, easement acquisition, and legal costs and expenses. Invoices shall be paid within 30 days of receipt. If payment is not made, the Shiawassee County Drain

Commissioner is authorized to seek collection by all means authorized by law, including placement of a lien against the Property pursuant to the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”).
12. Permittee/Owner shall not make any other improvements or perform any other activities outside the Work that is specified in this Permit without the prior written consent of the Shiawassee County Drain Commissioner.
13. This Permit is binding on Permittee/Owner, its heirs, assigns, and successors in interest. This Permit is not assignable without the written consent of the Shiawassee County Drain Commissioner which consent shall not be unreasonably withheld.
14. Environmental contamination, caused by site runoff impacting a County Drain under the jurisdiction of the Shiawassee County Drain Commissioner, is the responsibility of the Permittee/Owner and should be cleaned according to Local, County, State and Federal guidelines.
15. 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.
16. Additional Conditions:

**END SECTION 2 – NOT WITHIN DRAIN OR DRAIN EASEMENT**

DATE	Brent Singer Shiawassee County Drain Commissioner
DATE	<b>Owner/Permittee</b> Name:  Position:  Signature: