

VILLAGE OF BINGHAM FARMS
24255 Thirteen Mile Road #190
Bingham Farms, Michigan 48025
(248) 644-0044

DRIVEWAY/RIGHT-OF-WAY PERMIT APPLICATION AND PERMIT

Application. Application is hereby made for issuance by the Village of Bingham Farms of a Driveway/Right-of-Way Permit, based on and to include the following information which is represented to be true and accurate and the Permit Requirements, Terms and Conditions described below which are acknowledged, accepted and agreed to.

Property Address and Work Description: _____

Property Owner Names, Address and Phone: _____

Permit Applicant (Permittee) Name, Address and Phone (Contractor or Owner): _____

Time Needed to Complete Work After Permit Issuance: _____

Permit Applicant/Permittee

Date

Property Owner(s)

Date

Date

PERMIT REQUIREMENTS, TERMS AND CONDITIONS

Permit Fee: \$25.00

~~Required Cash Bond: \$1,000~~

8-27-07
Council meeting

Expiration Date: _____

Permit Posting and Validity. This Permit shall be posted at a location near where the driveway being worked on meets the right-of-way so as to be visible from that right-of-way. This Permit is only valid through the expiration date set forth above, which was established based on the Applicant's stated time to complete the work, measured from the date of Permit issuance.

Compliance with Permit and Laws: This Permit and the right to conduct operations in the Village right-of-way that it grants is conditioned on, subject to, and requires compliance with all terms and conditions and applicable laws, specifically including Village Ordinance No. 151 and 159, codified as Sections 96.060 to 96.084 of the Village Ordinance Code.

Permit Bond and Final Inspection. The required bond is to guarantee Permittee's conformance and compliance with this Permit and upon a default in doing so, is available for use by the Village for any damages or costs it suffers or incurs as a result. Upon completion, the Permittee shall call for an inspection by the Village. Upon Village confirmation that there has

been no change in the condition or appearance of the road and that all other Terms and Conditions have been satisfied, any portions of the bond not used by the Village as provided, shall be refunded.

Indemnification. This Permit and the lawfulness of any activities performed under it is conditioned on Permittee and the Property owner(s) indemnifying and holding the Village harmless from all damages or actions at law that may arise or be brought on account of injury to persons or property resulting from the work done under this Permit or in connection therewith.

Insurance. The Permittee shall have, maintain, and upon request provide the Village with written proof of, comprehensive general liability insurance and motor vehicle liability insurance, each in the amount of at least \$300,000.00, covering the operations under this Permit.

Transfer/Assignment. Permittee shall not transfer, convey and/or assign this permit or any of the rights granted by it.

No Interference in Village Rights-of-Way. Permittee shall not conduct operations in the right-of-way in a manner that interferes with Village or other lawful use, existing utilities or other improvements. All operations shall be done in a manner to minimize interference with the right-of-way and users of it, with all due precautions to be taken to maximize public safety.

Protection of Road Condition and Appearance. Permittee shall take all necessary steps to protect the Village road right-of-way surfaces from any marking, discoloration or other damage by: (1) Temporarily spreading sand at the driveway/road junction, heavy enough to absorb petroleum-based or similar products from truck tires followed by removal upon completion, (2) Installing multiple layers of asphalt on the same day if it will allow them to meld together without use of a tack coat, (3) Minimizing or eliminating the use of tack coat, (4) Applying seal coat in a manner that does not get on the roadway surface.

Upon completion, the owner or contractor shall call for an inspection by the Village to insure that damage has not occurred to the road surface.

Restoration of Property. The Permittee shall not change the condition or appearance of any Village right-of-way. Such a changed right-of-way shall be restored and returned to a condition that is as good or better than that which existed at the time the permitted work commenced. The time period and the manner in which the restoration is to take place shall be established by the Village, and, in the event the Permittee does not complete the restoration in that time and/or does not undertake the restoration in the manner approved by the Village, the Village may, upon written notice to the Permittee, complete the repair and restoration and recover its costs from any bond posted by the Permittee. If the bond does not cover all of the costs incurred by the Village, the Permittee and Property owner(s) shall pay the outstanding balance of the costs to the Village.

Suspension of Operations. Permittee shall discontinue or suspend its operations in the right-of-way when advised in writing by the Village that the same is necessary for the Village to do any work in furtherance of the public health, safety and welfare.

Stop Work Orders and Revocation. The Village may issue a stop work order and/or revoke this Permit for failure to comply with it, with continued work after either of said actions punishable as a violation of the Village Ordinance Code.

Notices Any notices required to be sent to the Permittee by this Ordinance may be delivered, or may be sent by first-class mail to the Permittee and Property owner(s) at the address listed in this Permit.

PERMIT ISSUANCE

This Permit is issued as of this date:

VILLAGE OF BINGHAM FARMS

Date

By: _____

Kathryn P. Hagaman, Village Clerk