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|  | **APPLICATION TO ENCROACH IN DRAINAGE RIGHT-OF-WAY**  PERMIT # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  FEE PAID $ \_\_\_\_\_\_\_\_\_\_ RECEIVED BY \_\_\_\_\_\_\_\_ | LaGrange County  Drainage Department  114 W. Michigan St.  LaGrange, IN. 46761  Telephone: (260) 499-6306  Facsimile: (260) 463-6404  zholsinger@lagrangecounty.org |

1. Applicant must fill this form completely and provide (list not exhaustive): application fee per fee schedule (**checks payable to LaGrange County Treasurer**), proof of proper agency, landowner’s consent, plans and specs, property/ area legal description, and any required bond or insurance certificate.
2. By signing below, Applicant binds Owner to all the enclosed Drainage Permit Terms and Conditions.

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| --- | --- | --- | --- | --- | --- |
| Applicant’s Name | | | | | |
| Mailing Address, City, State, Zip | | | | | |
| Email | Primary Phone | | | | Alt. Phone |
| Project Owner’s Name/Address (if different) | | | | | |
| **Project (choose as many as apply)** | | 🞏 New bridge / culvert | | 🞏 Livestock grazing/passage | |
| 🞏 Entry into ROW | | 🞏 Connect/extend private drain | | | 🞏 New shrubbery (trees, etc.) |
| 🞏 New underground facility | | 🞏 Remove obstruction in joint drain | | | 🞏 Alter land near drain or ROW |
| 🞏 New surface structure | | 🞏 Reconstruct current structure/facility | | | 🞏 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Project Location (incl. regulated drain) and Depth | | | | | |
| Proposed Timeline | | | Project Purpose | | |
| Details (excavation, demolition, explosives used?) | | | | | |

|  |  |
| --- | --- |
| Applicant Signature | Date |
| **DO NOT WRITE IN THIS SECTION – SURVEYOR’S OFFICE USE ONLY**  County Surveyor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Drainage Board President: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **PROJECT-SPECIFIC RESTRICTIONS:** | |

# DRAINAGE PERMIT TERMS AND CONDITIONS

1. Work contemplated or performed for this project application in a drainage right-of-way in which the County Drainage Board has a regulatory interest is subject to continued adherence to all Terms and Conditions and to the Permit Administration Ordinance adopted 5/3/21, as may be amended. To the extent these Terms conflict with a current contract between Owner and the Board, the contract controls.
2. The definitions in the Permit Administration Ordinance are hereby incorporated by reference.
3. Project shall be subject to oversight by the Board, Surveyor, and designated agents.
4. Nothing in this permit shall be construed to allow Owner to enter landowner’s private property or work in County’s highway right-of-way, which consents must be obtained separately. The project shall be at sole risk of Owner and landowner.
5. If required, Applicant shall submit a certificate of insurance and permit bond using a form approved by the Board before entering on the right-of-way or beginning project.
6. Applicant shall submit to Surveyor detailed maps, plans, and specifications for the Project that show Project’s location, facility or structure placement, depth of trench, dimensions of facilities, and type of bore or excavation, and all other applicable data. Underground work shall be color-coded in accord with IC § 8-1-26-18.
7. In case Owner desires a modification to the permitted design for the installation or relocation of facilities, Owner shall file a new application and revised drawings and specs.
8. This permit runs with the land; it normally expires in 10 years but renews for 1-year terms.
9. The Board reserves the right to reject an application for reasonable cause.
10. Owner shall notify Surveyor in writing at least 7 days in advance before working on Project.
11. Owner shall keep a copy of the permit on site during active work on the project.
12. Once its application has been approved, Applicant shall erect and maintain all necessary signs, white lines, barricades, and warning devices required to safely complete project and prevent accidents from third parties.
13. The project shall be performed in a safe manner with such care and diligence as is necessary to avoid injury (including death) to persons or damage to property.
14. Open pits shall be clearly marked, barricaded, and secured from intrusion by pedestrians.
15. All project facilities located within ten (10) feet of the drain shall be placed within conduit and located at least two (2) feet from a tiled drain or other buried facility, or three (3) feet below any open drain.
16. Facilities that cross drains shall do so at right angles as nearly as practical. Reasonable latitude may be exercised for existing facilities that are otherwise qualified to remain in place. New facilities shall be marked according to law.
17. Facilities shall not be attached to an appurtenance, bridge, small structure, or drainage structure.
18. **Upon project completion, Owner shall restore the work site, including erosion, grading, and structures at the site in all respects to a condition substantially equal to or better than immediately before project start.**
19. Materials and methods used in any repair or restoration shall be approved to Surveyor’s satisfaction before and after such work.
20. If Owner should damage / obstruct a structure, drain, pipe, or other facility, whether or not it appears abandoned, Owner shall immediately notify Surveyor. Owner shall then within ten (10) days make repairs as directed by and to the satisfaction of Surveyor at Owner’s sole cost.
21. Owner shall not allow or cause soil erosion, especially into a drain. Owner shall not leave any debris in the drainage right-of-way.
22. Depositing any construction materials or the cleaning of any equipment directly or indirectly into any drain is strictly prohibited.
23. An Owner who has directed, authorized, or caused (directly or indirectly) any work to be done on the right-of-way shall be jointly and severally liable for all actions taken by his agents.
24. Applicant shall notify Surveyor and suitably mark any previously unknown (by this administration) underground facilities or known facilities that are in a substantially different location.
25. All construction and materials used on the project shall conform to the prevailing state standards.
26. This permit may be rescinded or suspended at any time by the Board at its sole discretion, for deviation from the submitted plans and specifications or for noncompliance with any of the provisions of this permit, for failure to meet the proposed timeline, or because of an emergency situation or unforeseeable event.
27. Owner shall make no improvements that obstruct or impede an existing third-party landowner’s entrance or loading area without permission from that landowner.
28. Owner shall not trespass on any 3rd-party landowner’s property. Applicant shall obtain a temporary easement or right-of-entry for any such property or shall do any work from a public location so as to not trespass.
29. Owner shall comply with all state, federal, and local laws and regulations applicable to Project, including all environmental and health-and-safety laws and regulations. Owner shall obtain any and all necessary permits, including, but not limited to, Indiana Department of Environmental Management permits. Owner shall implement erosion control, sediment control, and storm water management measures in accordance with 40 CFR Parts 9, 122, 123 & 124, 327 IAC 15-5 and the Indiana Storm Water Manual. Applicant shall implement such measures to protect all areas disturbed by work performed.
30. Upon notice, Owner shall promptly alter Owner’s structures and facilities at Owner’s expense, as necessary, to allow for reconstruction or maintenance of the drain as may hereafter ever be ordered by the Board.
31. The project shall not interfere with any existing use of a facility or structure without written permission from the Board.
32. Emergency repairs may be performed on the drainage right-of-way when physical conditions or time constraints prevent applying for and obtaining a permit. Owner shall notify the Board as soon as possible about its plan of action for emergency repairs prior to beginning or continuing any work. Owner shall follow all emergency safety protocols. Owner shall submit a permit application within three (3) days to cover the emergency repairs.
33. Owner shall notify Surveyor in writing within seven (7) days upon project completion.
34. Owner shall provide Surveyor with a set of “as-built” drawings and maps after project completion showing all drain and other crossings.
35. Owner shall maintain project structures and facilities as necessary at its own expense, including repairs. Maintenance or repairs that occur after project completion that will damage or interfere with the use of the right-of-way may require a new application and permit.
36. In consideration of granting the permit, Owner hereby agrees to indemnify, hold harmless, and defend the County, Board, and Surveyor from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense, including attorneys’ fees, or other causalities of whatever kind, or by whomsoever caused, to persons or property of anyone arising out of or resulting from the issuance of this permit or the work connected therewith, or from the installation, existence, use, maintenance, conditions, repairs, alteration, or removal of any facility, permanent structure, shrubbery, or livestock due in whole or in part to any act, omission, or negligence of Owner, including any claims arising out of the Worker’s Compensation Act or any other law, ordinance, order, or decree. In the event the bodily injury, including death, or damage to property is due to the sole negligence of the Board, then and only then shall the Owner not be liable.
37. Owner shall bear any and all expenses relating to and in compliance with the Project, including costs associated with moving and indemnifying the personal property of other persons or entities.
38. While project is in progress, if required, Owner shall maintain in full force and effect general liability insurance from an Indiana-authorized insurer that names the LaGrange County Drainage Board as co-insured. It must contain a single-occurrence limit of at least One Million Dollars ($1,000,000) and a general aggregate limit of at least Two Million Dollars ($2,000,000). Before beginning project, Owner shall furnish Surveyor with the insurance certificate or other satisfactory evidence that such insurance is in force.
39. If required, Applicant shall submit to the Board a permit bond in the amount of $15,000, using a Board-approved form before entering on the right-of-way or beginning project that conforms with the Permit Ordinance.
40. Prior to the release of the bond, the Board will require an inspection at project completion.
41. Owner may not assign its rights or duties under this permit without the Board’s written consent.
42. This permit shall be interpreted in accordance with the laws of the State of Indiana.
43. Any action in any way arising from or relating to this permit or its accompanying permit bond shall be brought either in the state courts located in LaGrange County or the United States District Court for the Northern District of Indiana, Fort Wayne Division. Owner hereby submits to the exclusive jurisdiction of such courts.
44. This permit shall not be modified or supplemented except in a written instrument executed by all parties.
45. Violations of these terms and conditions shall be subject to fines and other penalties.

36N8377

**Bond Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LAGRANGE COUNTY DRAINAGE BOARD**

**PERMIT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, of , State of Indiana, as **Principal**, and , a business entity duly licensed to do surety business in the State of Indiana, as **Surety**, are held and firmly bound unto the **LaGrange County Drainage Board**, of LaGrange County, State of Indiana, as **Obligee**, in the penal sum of **FIFTEEN THOUSAND DOLLARS ($15,000.00)** lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT the Principal has been, or is desirous of being, permitted to [Briefly state project description and location given on permit application] by the Obligee.

NOW THEREFORE, if the Principal shall faithfully in all things comply with the laws and ordinances, including all amendments thereto, and perform the duties and fulfill the terms and conditions pertaining to the permit applied for, then this obligation to be void, otherwise to remain in full force and effect until [bond expiration date] , unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond and the number of premiums which shall be payable or paid, the Surety’s total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety’s total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this day of , [the Effective Date].

, Principal

, Principal

,

Surety

by

Surety’s Authorized Agent