



Memo

To: Acme Township Board of Trustees
From: Sharon E. Vreeland, Township Manager
Date: 11/23/2010
Re: MDOT Annual Permit for Operations within State Trunkline Right of Way

MDOT offers various entities such as governmental units the opportunity to apply for an annual "blanket" permit for any work they may need to do over the coming calendar year in an MDOT state trunkline right of way. Once this permit is obtained, the township must submit only some basic advance notice paperwork at least five days in advance of any actual work to be done and receive acknowledgement; otherwise the permitting process for a specific job might take longer.

We submit this permit application annually. In many years we do not go on to perform any actual work in an MDOT-regulated right-of-way; however in 2011 we will likely have several projects that impact the US 31 North right of way related to shoreline property environmental testing, deconstruction, curb-cut closures and/or relocation, and also related to annual invasive Phragmites eradication along the East Bay Shoreline at the extreme southern end of the township.

Respectfully request that the Board approve MDOT Performance Resolution R-2010-32 for annual permit for operations within state trunkline right-of-way as part of the December 7, 2010 Consent Calendar.

**PERFORMANCE RESOLUTION FOR
GOVERNMENTAL AGENCIES**
ACME TOWNSHIP RESOLUTION R-2011-27

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent he DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc)

of the _____ of _____
(Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day of
 20____ A.D.

Signed _____ Title _____

Print Name _____

Application Reference Number:9152**Applicant Info****Applicant Name:** Acme Township**Mailing Address:** 6042 ACME RD**City:** WILLIAMSBURG **State:** MI**Zip:** 49690-9445**Primary Contact****Contact Name:** Sharon Vreeland**Phone No:** 231-938-1350 **Cell Phone No:****Email Address:** svreeland@acmetownship.org**Secondary Contact****Contact Name:** Wayne

J. Kladder

Phone No: 231-938-1350 **Cell Phone No:** 231-633-3398**Email Address:** wjktcm@gmail.com**Work Info****Proposed Work Date From:** 01/01/2012 **To:** 12/31/2012**Annual Type:** TSC **Counties:** Grand Traverse County

Free	Limited	Proposed Operation
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TREE TRIMMING AND TREE REMOVAL - See Supplemental Specifications item # 8 in the Terms and Conditions.

UNDERGROUND UTILITY OPERATIONS - PRIOR APPROVAL SHALL BE OBTAINED FROM THE UTILITIES/PERMITS ENGINEER FOR ANY MAINTENANCE OR CONSTRUCTION OPERATIONS WHICH REQUIRE CUTTING PAVEMENT OR BORING OPERATIONS.

AERIAL UTILITY OPERATIONS - These are limited to:

BANNERS - Legends will be specified on the advanced notice form.

EMERGENCY OPERATIONS - See General Conditions item # 15 in the Terms and Conditions.

ROUTE CLOSURES - Attach event name, date, time and detour route.

SIDE WALK CAFE's (Renewal Only).

OTHER (Specify):demolish structures in shoreline parks, remove shoreline invasive phragmites

Attachments

Attachments Not Included.

Type of Work**TSC Annual**

Banners

Other

Route Closures

Routine Maintenance and Emergencies

Sidewalk Cafe