

St. Clair County Drain Commissioner
21 Airport Drive
St. Clair, Michigan 48079
Phone: (810) 364-5369
Fax: (810) 364-7240

Permit No.: _____

Fee Deposit: _____

DRAINAGE PERMIT
Application and Permit Authorizing Development
or Construction Activities Affecting Drainage Pursuant to Section 2.0
Of the Rules of the St. Clair County Drain Commissioner

Pursuant to applicable provisions of the Rules of the St. Clair County Drain Commissioner and the Michigan Drain Code, Public Act No. 40 of 1956, as amended, the undersigned landowner(s) has petitioned the Drain Commissioner (or Drainage Board) for permission to undertake development or construction activities which will affect drainage conditions or drainage patterns within a legally established Drainage District, which would require additional drainage to an established Drain, or which would potentially increase contaminant levels within an established Drain. Such activities include, but are not limited to, tapping into, adding new or additional discharges to, or changing the magnitude, concentration, or frequency of runoff discharges to any established Drain, creek, river, ditch, or other natural watercourse in St. Clair County.

This permit is granted for _____
_____ in accordance with
the plans labeled _____
_____ and dated _____, which have been
approved by the Drain Commissioner and are hereby made a part of this permit. All underground lines
must be buried a minimum of 5 feet below the bottom and side slopes of the drain unless a written
agreement is reached between both parties stating otherwise.

The permitted activity will affect drainage to _____ drain as part
of the _____ Drainage District. The proposed drain is located in
the municipality(s) of _____.

1. The undersigned landowner(s), their heirs and assigns, agree to construct and maintain the stormwater facilities so that they function as designed in the approved plans and as approved by the Drain Commissioner or Drainage Board on behalf of the Drainage District.
2. The landowner(s) certify that consent in writing has been obtained from all owners of land to be traversed by the proposed drain, and that they have supplied the Drain Commissioner with true copies of that consent.
3. The undersigned contractor agrees to perform construction in a good workman-like manner according to the approved plans and specifications. The county or inter-county drain shall be restored to the same or better condition as existed prior to construction. Drainage shall be maintained and left unobstructed during construction so as to prevent backing up of water which could cause flooding of other lands.
4. The undersigned contractor agrees to notify the Drain Commissioner at least 48 hours prior to the beginning of the construction performed under this permit so that the Drain Commissioner may have an inspector present during construction.

5. The landowner(s) or contractor agree to pay all costs to the Drain Commissioner for review of the plans and issuance of permit, including engineering fees, legal fees, and inspection fees. Inspection fees will be charged at the rate of _____ per hour. An estimate for fees and costs, based on the complexity of the project, shall be deposited with the Drain Commissioner in the amount noted at the top of this form. This deposit is non-refundable if the contractor fails to give notice prior to construction as required above.

6. The landowner(s) and contractor agree to repair any damage they might cause to the county or inter-county drain as a result of this construction. The Drainage District, Drainage Board, Drain Commissioner and St. Clair County shall be kept free and harmless by the landowner and contractor from all loss, cost, or damage sustained by any person or property as a result of operations performed under this permit.

7. This permit does not relieve the landowner(s) or contractor of responsibility to secure any additional local, state, or federal permits required and to meet any other permit requirements of law or other public bodies or agencies.

8. This permit is subject to additional terms and conditions as follows: _____

Signed by:

Landowner or authorized agent signature

Contractor signature

Name printed

Name printed

Address

Address

City

City

Phone number

Phone number

E-Mail Address

E-Mail Address

Date

Date

Permit Issued by St. Clair County Drain Commissioner on: _____

Signature

Title

*****THIS PERMIT EXPIRES TWO YEARS AFTER THE ABOVE APPROVAL DATE*****