



Lives Built Here
VILLAGE OF CASS CITY
ENCROACHMENT PERMIT
APPLICATION

Permit Number _____

Permit Expires _____

Provide the following when submitting an Encroachment Permit Application:

- ☐ Complete attached encroachment permit application
- ☐ Certificate and policy of insurance as stated below
- ☐ A scaled drawing, site plan or map indicating the location of the proposed encroachment
- ☐ If applying for an encroachment for the overhang of a sign, a sign permit must be obtained from Building Code Enforcement after approval of Encroachment Permit

Permit must be approved before the encroachment work may occur.

For questions, call the Village Manager at (989) 872-2911

Return completed application and attachments to:

Village of Cass City
6506 Main St. PO Box 123
Cass City, MI 48726
or
ccvillage@casscity.org

Applicant _____

Phone _____

Encroachment Address _____

Email _____

Property Owner _____

☐ Commercial ☐ Residential

Description and Purpose of Encroachment

- ☐ Road Cuts
- ☐ Sidewalk Cuts
- ☐ Lane/Parking Closures
- ☐ Sidewalk Closures

Proposed Start Date _____

Proposed Completion Date _____

Insurance Carrier _____

☐ Specified Term: _____

☐ Without specified term.

Insurance Requirements:

Applicant covenants and agrees, in the event that an encroachment permit is issued, to indemnify, protect, defend and save the Village of Cass City harmless from any and all claims, actions or suits for any loss, liability or damage that may be asserted or leveled against the property or the Village of Cass City by reason of Applicant's use or occupancy of the Village of Cass City's property, including any expenses, costs or attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the property, resulting in any personal injury, including death, which in any manner whatsoever involves the permitted encroachment, Applicant agrees to notify the Village of Cass City within 72 hours of the happening of any said incident or occurrence.

Applicant covenants and agrees to purchase and maintain, during all periods for which an encroachment permit is applicable, a policy of general liability insurance in the amount of not less than \$500,000 per occurrence and in the aggregate which shall protect and save harmless the Village of Cass City, its officers and employees from any and all manner of claims, suits or actions for injuries, death, losses or damages arising out of, occurring or resulting to any person or property as a result of the requested encroachment.

The certificate and policy of insurance shall be endorsed as follows:

The Village of Cass City, its officers and employees are additional insureds. This coverage is primary to the Village of Cass City and not contributing or pro rata with any other insurance or similar protection which is or may be available to or carried by the Village of Cass City.

A Certificate of Liability Insurance Form with the above wording and "Village of Cass City" added as the Certificate Holder must be attached to the application.

All insurance shall be obtained from companies licensed and admitted to do business in the State of Michigan. The certificate and/or policy of insurance shall provide that the Village of Cass City shall be given 15 days written notice should the policy be cancelled or amended before its expiration.

Applicant Submittal

The Applicant covenants and agrees to strictly comply with all terms and conditions of the Village of Cass City's Encroachment permit which may be issued as a result of this application. Applicant further understands and agrees that the Village in its sole and absolute discretion may approve, deny or set any limitations on any encroachment permit which may be issued, or may at any time alter or amend, modify, rescind or revoke any permit for the use of the Village's property by the Applicant, all without recourse or remedy by the Applicant, or liability of the Village.

By granting permission to use or occupy the Village's property for the stated purpose, the Village is only granting Permittee a mere license. Permittee shall waive, release and relinquish any and all claim of right, title or interest in the Village's property or ROW. In the event that the property's use is changed, or the property is sold, transferred or otherwise conveyed by the Applicant or Owner, the encroachment permit shall expire. In the event that the Applicant fails to comply with any of the conditions or agreements set forth above or fails to maintain the encroachment in good condition and repair, in compliance with all applicable state law and Village ordinances, including building codes and regulations, then this encroachment permit shall automatically expire and Applicant shall immediately remove the encroachment.

The undersigned states that he/she has full authority to execute this application on behalf of the owner.

Applicant Name (Print) _____ Date _____

Applicant Signature _____

For office use only

☐ **Approved**

☐ **Approved with Conditions** (see below)

☐ **Denied** (see below)

Authorized Village Representative

Date

COMMENTS: _____

