



Mountrail County
8103 61st ST NW
PO BOX 275
Stanley, ND 58784
Phone: 701-628-2390
www.mountrail.nd.us

Permit # _____

TEMPORARY ROW USE PERMIT APPLICATION

Consent for Company to Conduct Limited Temporary ROW Use in Mountrail County
Completed permit application is to be submitted to Mountrail County Road and Bridge Department at least two weeks prior to commencement of the project. This permit does not authorize any activities on private or other properties. Permit application checklist is to be filled out by the applicant and included with this application.

Type of Fluid Transported (check one)

A certified water quality lab report must be submitted prior to operation, including analysis of: pH, Total Dissolved Solids (TDS), salinity, and any known contaminants or additives. Samples must be taken within 30 days prior to use. Use of non-fresh water that poses infrastructure or environmental risks may be restricted or denied at the discretion of the County Engineer.

- ☐ Fresh (only fresh water allowed under this permit)
☐ Non-fresh (e.g., brine, alkaline solutions, etc.)

** Cash Bond & Spill Response Plan is Required for non-fresh water only*

Water Quality Requirements

Fresh water quality must meet the following standards or as approved by the Mountrail County Engineer:

- pH: Between 6.0-9.5
- Total Dissolved Solids (TDS): Less than 1,500 mg/L
- Sodium Adsorption Ratio (SAR) < 9
(Will need levels of Sodium, Calcium and Magnesium)
- Total Alkalinity: less than 120 mg/L
- No presence of contaminants or additives harmful to county infrastructure or environment

[North Dakota Department of Environmental Quality](http://www.nd.gov/departments/environmental-quality)

Utility Owner Information

**Any company in not good standing with Mountrail County due to unresolved violations, unpaid fees or damages & failure to reclaim previous ROW, etc.; will not be issued permits until all outstanding issues to the satisfaction of the County Engineer.*

Utility Owner Name:

Phone Number:

Email:

Mailing Address:



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Permit Application Information		
Applicant / Authorized Agent Name:	Email:	Phone Number:
Mailing Address:		
Organized Township Information		
Township approval is required if proposed utility is in an organized township.		
Township:	Township Chairman Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Township Chairman Signature:		
Contractor Information		
Contractor Name:	ND Contractors License Number:	
Email:	Phone Number:	
Mailing Address:		
Liability Insurance Company and Policy Number (List Mountrail County as Certificate Holder):		
Landowner Information		
Consent from landowner to conduct limited temporary use in Mountrail County ROW and/or private land.		
Landowner Name:	Email:	Phone number:
Mailing Address:		
Landowner Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO		Landowner's Signature:



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Project Description

Description of Proposed Operations (include roads, section lines to be crossed). A sketch, drawing, with maps, pump and booster pump locations of the entire route of the proposed work must be submitted with this application. Detailed location maps showing lateral and longitudinal offsets from roadway centerlines are required. *Note: All necessary land use and jurisdictional approvals must be obtained prior to this permit being issued*

Road (Street / Avenue) or Section line	Legal description	GPS location
#1		
#2		
#3		
#4		
#5		
#6		
EXAMPLE: 101 st AVE NW	T154N-R94W, from sec 17 to 24	48.0000, -102.0000

Installation Date

Time frame may be adjusted by Mountrail County Engineer due to construction and maintenance activities as needed.

Start Date: ____/____/____

End Date: ____/____/____

Safety & Spill Response Plan for non-fresh water

Applicant must submit a Spill and Leak Response & Reclamation Plan to the Mountrail County Engineer that includes:

- Immediate containment & mitigation procedures
- Notification protocols (County, landowners, emergency services)
- Designated equipment and personnel for spill response
- Reclamation plan: cleanup process and steps; Timeframe for restoration; Verification of cleanup completion.

Financial Assurances

Utility/Contractor Company if fully liable for cleanup. If cleanup or restoration is not completed per the approved plan, Mountrail County may: Access bond to complete work & seek additional reimbursement for costs exceeding bond.



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- FRESH WATER		
Number of Crossings:	X \$100 per crossing	= \$
Number of Miles in MC ROW:	X \$250 per mile	= \$
Refundable Cash Bond:	Miles in ROW___ x \$1,000 <i>*Min Cash bond is \$1,000</i>	= \$
Non-Refundable Permit Fee Total		= \$
Refundable Bond Fee Total		= \$
- NON-FRESH WATER		
Number of Crossings:	X \$100 per crossing	= \$
Number of Miles in MC ROW:	X \$500 per mile	= \$
Refundable Cash Bond:	Miles in ROW___ x \$10,000 <i>*Min Cash bond is \$20,000</i>	= \$ = \$
Non-Refundable Permit Fee Total		= \$
Refundable Bond Fee Total		= \$
Inspections		
<p>Joined Pre & Post inspection will be scheduled, documented and attached with this permit.</p> <ul style="list-style-type: none"> ○ Pre-Inspection: 24-hour notice must be given to Mountrail County Road & Bridge Department for joint pre-inspection before any work begins. ○ Post-Inspection: Upon reclamation completion, a post-inspection will be scheduled and documented. 		
General Terms and Conditions		
<p>Utility/Contractor Owner, as noted on reverse hereinafter referred to as "Utility/Contractor Company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to install temporary utility along or across a County road or section line, whether improved or unimproved, and Mountrail County having considered the request does grant consent to install a temporary utility along or across a County road or section line, whether improved or unimproved, as noted, upon the terms and conditions herein stated. Consent to install said utility is granted on these terms and conditions:</p> <ol style="list-style-type: none"> 1. Utility/Contractor Company must pay a non-refundable permit fee and refundable bond fee Mountrail County, at the time of application. Bond fee is refundable provided Utility/Contractor Company reclaims roadway(s), and/or right of way(s) or section line(s) to pre-construction condition or better. Reclamation must be done within thirty days after operations are complete or at expiration of Permit, whichever is sooner. Reclamation must meet approval of the Mountrail County Engineer. If reclamation is not completed within time frame specified herein, cash bond will be used towards repair of damages to existing roadway(s) and/or roads rights of way caused by Utility/Contractor Company activities. 		



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2. Utility/Contractor Company agrees to restore all roadway(s), and/or right of way(s) or section line(s) caused by its activities to pre-construction condition or better. Restoration shall include but not limited to grading, seeding, straw, mulching and punching. Seeding shall cover the entire disturbed right of way. Any work or material used must be in compliance with specifications found on the ND Department of Transportation. Drainage ditches shall not be impeded.
3. If Utility/Contractor Company fails to restore roadway(s) and/or right of way(s) or section line(s) to pre-construction condition or better, Utility/Contractor Company agrees to pay Mountrail County for all damages to existing roadway(s) and/or road right of way(s) or section line(s) caused by its activities including damages in excess of the cash bond paid by said Utility/Contractor Company. Damages must be paid for within 30 days of billing from Road & Bridge Department. The amount of any cash bond paid will be deducted from total billing if damages are in excess of cash bond. Utility/Contractor Company will be refunded if cash bond is in excess of damages billed. Refund will be for cash bond less damages. If cleanup or restoration is not completed per the approved plan, Mountrail County may: Access bond to complete work & seek additional reimbursement for costs exceeding bond.
4. Utility/Contractor Company must send a 24-hour advance written notice to the Mountrail County Road & Bridge Department prior to commencing with any work to conduct a joint pre-inspection to determine and record the existing condition of roadway(s) and right of way(s) or section line(s). Mountrail County reserves right to have personnel on-site during these operations.
5. Utility/Contractor Company must send a 24-hour advance written notice to the Mountrail County Road & Bridge Department prior to commencing with reclamation. Mountrail County reserves right to have personnel on-site during reclamation operations. At completion of reclamation, an on-site post-inspection will be conducted and documented.
6. With approved permit, the Utility/Contractor Company, will be given the authority to conduct operations within Mountrail County roads, section line, and/or rights of way ONLY. This permit does not authorize Utility/Contractor Company to conduct any operations on other property.
7. Utility/Contractor Company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, Utility/Contractor Company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the company in crossing any existing road or section line.
8. Temporary line must be clearly marked, secured, and monitored throughout the operations. No material or equipment shall be placed in County ROW.



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9. Utility/Contractor Company must submit Safety Plan; Spill and Leak Response & Reclamation Plan to the Mountrail County Engineer for review and approval.
10. Utility/Contractor Company must provide an independent certified laboratory water sample report taken withing 30 days prior to commencement of operations. Failure to submit a valid water quality test will result in denial or revocation of the permit.
11. Utility/Contractor Company will comply with OSHA safety standards.
12. Utility/Contractor Company shall, before installation, upon removal and restoration, call the Mountrail County Road and Bridge Department for inspection.
13. Utility/Contractor Company must place the pipe/hose a minimum of 75 feet from the center line of the roadway, or outside existing right-of-way. When Utility/Contractor Company crosses an existing road or a section line, the Utility/Contractor Company shall be responsible to pay for all costs of moving, relocating, or reconstructing the temporary transmission facility should Mountrail County deem it necessary or advisable, at its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the Utility/Contractor Company fail to take necessary steps to relocate or reconstruct its temporary transmission facility, the County may take steps to have the same accomplished, and the Utility/Contractor Company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the temporary transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.
14. Utility/Contractor Company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this conditional consent shall cause the consent to be rescinded and Utility/Contractor Company must remove facility from right-of-way immediately or be responsible for the cost incurred by the County in removing the same. The County specifically reserves the right to remove the transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by Utility/Contractor Company for doing the same. In case of a rain/water event the company agrees to deflate their pipe/hose to allow water to pass through affected culverts. Utility/Contractor Company understands the County has the right to temporarily suspend the permit if placement of this pipe/hose, equipment, reels, etc. will endanger public health, safety or welfare thereon. County will not be responsible for any cost incurred by Utility/Contractor Company due to such a type of suspension.
15. This Permit must be approved by the Mountrail County Engineer in writing prior to any work activity being commenced.
16. It is the Utility/Contractor Company's responsibility to verify the legal ownership of property authorized herein. Any information provided to Mountrail County regarding legal property ownership in this regard shall not be considered as official



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legal information. The official legal ownership is maintained in the records of the Mountrail County Recorder's Office.

17. This permit has been approved based on information provided by the Utility/Contractor Company. It is the Utility/Contractor Company's responsibility to ensure that the information on the approved permits is correct. The County has the right to revoke the permit in the event that it finds that there has been any deviation from the approved permit. In that event, the County may assess fees against the holder of the permit for any violation of the approved permit.
18. This agreement is binding on the heirs, assigns, or successors of the Utility/Contractor Company. The Utility/Contractor Company shall certify that no wetlands will be impacted by the project.

Signature

I, the undersigned, being an authorized agent of the Utility/Contractor Company described in the above, do hereby agree on behalf of the Utility/Contractor Company that all terms and conditions above will be complied with, and any assignment of this facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Authorized Agent Name: _____

Date: _____

Signature: _____

Mountrail County Engineer Review and Approval

☐ Permit approved as submitted

☐ Permit approved with conditions:

☐ Permit denied (reasons):

Mountrail County does hereby give the Utility/Contractor Company the right to perform begin operations on: _____ and complete the operations by: _____.

Reviewed by Mountrail County Engineer: _____

Date: _____



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TEMPORARY ROW USE PERMIT / APPLICATION REVIEW CHECKLIST

Checklist must be initialed by Authorized Agent of Utility/Contractor Company and all submittals must be attached with application.

Submittal Requirements	Applicant checklist	County Staff Review
Map of entire project. Map to include the facility locations, water source, pumps and booster pump's locations distances off the centerline of the road and/or section line, culverts crossed, etc.		
Written Landowner Permission.		
Written Township Permission.		
Water Test Sample.		
Safety and Temporary Traffic Control Plan.		
Spill and Leak Response & Reclamation Plan		
Copy of Contractors License		
Copy of Liability Insurance (listing Mountrail County)		
Bond		
Mountrail County Planning & Zoning Conditional Use Permit.		
State of North Dakota Water Permit.		
Wetland certification/delineation or USACE permit if applicable.		
Completed and signed permit.		
Pre – inspection.		
Post – inspection.		
Restoration status.		
Bond refund.		