

**APPLICATION for Connection TO or USE of
Sebastian River Improvement District (SRID)
Facilities/Rights of Ways**

Date of Application: _____

Application Number: _____

A. Application Information:

Name: _____

Address: _____

Contact Number(s) _____

Authorized Agent (Name/Title/Address): **Authorized Designee Statement must be included.**

Contact Number(s) _____

Non-Refundable Fee Schedule*

B. Proposed **New/Modified** Connection or Use (check all applicable lines):

- ___ Culvert Connection to SRID System Up to \$ 200.00*
- ___ Pump Connection to SRID System Up to \$ 300.00*
- For Crossing of SRID System and/or Water Storage:
 - ___ Culvert and/or Control Structure Up to \$ 500.00*
 - ___ Other (Specify) _____ * **As determined by SRID**

***Note: The amount of the *NON REFUNDABLE APPLICATION FEE* is at the discretion of the SRID Administrator as based on the potential project complexity and associated review process.**

Given the potential complexity of certain projects, the SRID Administrator may need to seek professional advice, review and assistance from SRID Legal Counsel and/or Engineers as well as other parties as may be relevant to this project's review. If the need for that specialized assistance is utilized, the applicant/representative will be responsible for the timely and complete payment of all associated costs within fifteen (15) calendar days of payment due notification by the SRID. In conjunction with this application submission and upon the determination of the SRID, the applicant may be required to submit a RETAINER FEE up to \$2,500.00 *PRIOR TO THE COMMENCEMENT OF THE ACTUAL REVIEW PROCESS*. This retainer fee will be returned to the applicant upon the timely payment of all applicable project fees and the submission of all required project information to the satisfaction of the SRID upon project completion.

C. Project Location (Specific to SRID- System i.e. R-12 East) Include Section/Township/Range Info

Attach **DETAILED SITE** drawings to depict specific project location

D. Details of proposed Project Activities. As applicable, details should include but not be limited to:

- Diameter/Length of Culvert; Diameter/Rated Capacity of Pumps;
- Height/Width of riser or other structural details;
- signed and sealed engineering drawings/ survey information;
- engineering calculations;
- applicable other agency (SJRWMD and Indian River County) general correspondence, technical staff reports, approved permits, special conditions; etc.)

E. Special Conditions: (To be determined by the SRID)

F: Estimated date of Project Commencement: _____

Estimated date of Project Completion: _____

G. As the Applicant/Representative, I do understand and agree by my signature and through the submission of this SRID Application, that;

1. The use of, or construction within, the rights -of-ways of the Sebastian River Improvement District will be in accordance with the details of the approved information submitted in support of this application; and if any changes are required, same will be cleared/approved with the SRID.
2. I accept full responsibility for any erosion to or shoaling in the SRID's canal or levee system due to my project work, and I shall remove or repair same promptly and at no expense to the SRID; and I will prevent the discharge of any vegetative materials-aquatic growth or sediments into the SRID system through this connection.
3. I will neither plant trees nor shrubs nor effect any structure that will prohibit the access of SRID equipment or vehicles or those of their contractors, without securing proper SRID authorization thereof. The SRID or its successor will be given priority perpetual access.
4. It is further understood and agreed that any requirements of the SRID are binding upon me, the applicant/representative, and I do hereby indicate acceptance of this notice.
5. It is further understood and agreed that the lands to be benefitted by this requested permit are or may be, subject to flooding during periods of high water due to heavy rains or acts of God, and that the permit will be accepted subject to this possibility which is recognized not to be within the control of the SRID.

Standard Provisos

1. Permittee assumes full responsibility for any construction, operation or maintenance of SRID property or rights of way subject to this Permit and shall save and hold harmless the SRID from any expense, loss, damage or claim in regard thereto, and the SRID assumes and shall have no liability in connection therewith.
2. This Permit may not be assigned or sublet to a third party and any transfer of Permittee's property abutting SRID property or rights of way shall immediately cancel, nullify, and revoke this Permit.
3. This Permit is subject **always to the paramount right of the SRID** to keep and maintain its Improvement District functions and operations, and is subject to revocation and cancellation upon

thirty (30) calendar days' notice from the SRID to the Permittee.

4. In no event shall the SRID be liable for any damage done or caused by the SRID to the public, to Permittee or any other persons using the rights of way property subject to this Permit. Permittee shall save the SRID, its officers, agents, administrator, supervisors and employees harmless from any costs, charge or expense of claims or demand of any person against the SRID arising from or pertaining to any use made of the property or rights of way subject to this permit. Permittee shall, at any time upon request of the SRID, provide to the SRID evidence, satisfactory to the SRID, of liability insurance coverage as may be required by the SRID, protecting the interests of the SRID and naming the SRID as an additional insured.
5. The SRID may, on thirty (30) calendar day's written notice to Permittee, require removal and/or alteration of any installation or construction on SRID rights of way.
6. Any construction on SRID's rights of way or property, and clean up, shall be completed promptly by Permittee and in a workmanlike manner with minimum disturbance to existing SRID berm, channel slopes and grade, with proper restoration and planting of any disturbed areas to prevent erosion within ten (10) calendar days after completion and installation.
7. Permittee shall advise the SRID Engineer (Carter Associates) office prior to commencement and upon completion of all project activities. **Office Telephone: (772) 562-4191**
8. Permittee shall not discharge any pollutants, contaminants or deleterious materials into waters or structures owned or maintained by, or subject to the jurisdiction of the SRID nor permit anything to obstruct the flow of water, and shall save and hold the SRID harmless from any expense, loss or damage to the SRID or others by any such discharge or obstruction, remedying or removing the same immediately upon request of the SRID. Off-site discharges from the project into SRID water bodies shall meet or exceed current or future Federal and State Water Quality Standards.
9. Permittee, as a condition to the continuance of this Permit, shall reimburse the SRID, immediately upon demand, for any testing or other costs or expenses to the SRID associated with or arising from Permittee's use of the SRID's facilities/rights of way.
10. Applicant is cautioned that electrical, water and sewer, or other installations or utilities may be located within the project area, and applicant shall use diligent efforts to first detect and locate all such installations and shall coordinate all project activities with other lawful users of said rights of ways. Applicant shall be liable for all damages proximately resulting from its interferences with or interruption of services provided by other lawful rights of way users.
11. This permit shall be considered to be a license only, for the limited purpose of installation, placement and maintenance of the improvements and project activities specified on the face hereof and representative by accompanying signed and sealed and relevant project drawings, and does not convey any other right, title or interest of the SRID in the subject right of way property.
12. Applicants are strongly encouraged to implement to the optimal degree possible Best Management Practices (BMP's) and other recognized water quality improvement actions to reduce the off-site transport of vegetation and sediment material.
13. The permit applicant is required to submit within thirty (30) calendar days of project completion, written acknowledgment the permitted project was constructed in complete accordance with applicable and approved plans, and reflects sound engineering practices, and the constructed project poses no detrimental impacts to other users within the SRID system. This project completion acknowledgment can be in the form of a letter, signed by the permit applicant, attesting to the fact the project was completed in complete accordance with approved plan details and may also require the submission of detailed, signed and sealed "as-built" drawings.

14. Failure to comply with all conditions noted in this application process and any special conditions associated with this specific project SRID approval, may result in permit revocation; loss of the use of SRID Rights of Way and facilities; and fines up to one thousand (\$1000.00) dollars per day of violation as determined solely by the SRID.

Applicant/Landowner Signature: _____

Applicant/Landowner Printed Name: _____

(For Sebastian River Improvement District Use Only)

Applicable Application notations/approval(s):

For Sebastian River Improvement District: _____

As applicable:

SRID Engineer Representative: _____

SRID Legal Representative: _____

Board of Supervisors: _____

Date of Approval: **Conditional** ____/____/____ **Final:** ____/____/____

* Expiration Date of this Approved application: ____/____/____

***NOTICE: PROJECT COMMUNICATIONS**

Throughout the application and total project process, project communication remains the primary responsibility of the applicant/representative. Failure to maintain an active and open communication position during the total project process will result in a declaration by the Sebastian River Improvement District (SRID), that the application is “inactive” and therefore “will be closed”. In this regard, should a six month period (180 calendar days) elapse without any formal written communications to the SRID Administrator as to the status of the application/project, a notice will be issued to the appropriate party(ies) indicating the application will be declared “inactive “ and will be “closed” in thirty (30)calendar days. As applicable, any unobligated portion of the Retainer Fee will be refunded. Once the SRID declares a project “inactive”, —ANY SUBSEQUENT ACTIVITIES INVOLVING THIS PROJECT, WILL REQUIRE THE INITIATION OF A NEW APPLICATION PACKAGE AND ALL ASSOCIATED APPLICATION FEES.

Permission, when granted, will be subject to the standard provisos set forth herein.

Note: Please be aware that suggestions or other directions provided by the District or its representatives are offered to assist the applicant in the application process. The applicant and/or their representative bear the burden of demonstrating that their application meets all applicable requirements including but not limited to the obtaining of all applicable documentation, permits and associated approvals. The FINAL decision regarding issuance or denial specific to this application is up to the Board of Supervisors of the District or their designee as determined by that Board of Supervisors.