

PERMIT APPLICATION
 For Connection To/ Use of Facilities/ Rights-of-Ways
 ST. JOHNS IMPROVEMENT DISTRICT (SJID)

Date of Application: ___/___/___

Application # _____

Applicant Information:

Landowner Name:	
Address:	
City, State, Zip:	
Contact Phone:	

If the landowner is not the signer of the application, a "Landowner Authorization for Agent and Notice of Financial Responsibility" must be included:

Authorized Agent:

Agent Name:	
Agent Title:	
Address:	
City, State, Zip:	
Contact Phone:	

Application Fees

The amount of the application fee is non-refundable and is at the discretion of the SJID Administrator as based on potential complexity of the project and the anticipated review process.

Application Fee Schedule (check all applicable lines)

- Proposed New/Modified Connection or Use for Irrigation or Drainage:
- ___ Culvert Connection to SJID System Up to \$ 200.00
- Proposed New/Modified Connection for Crossing of SJID System and/or Water Storage:
- ___ Culvert and/or Control Structure Up to \$ 500.00
- ___ Replacement of existing drainage/irrigation culvert consistent with current use \$35.00
- ___ Other (specify) _____ Application Fee-- Amount TBD

Given the potential complexity of certain projects and the limited SJID resources, the SJID Administrator may need to seek professional advice, review, and/ or assistance from the SJID Legal Counsel, Engineers, and/ or other parties as it may be relevant to this project. If the need for that professional assistance is determined, the applicant will be responsible for the timely and complete payment of all associated costs of that review and assistance. In conjunction with this professional review, the applicant will be required to submit an initial Professional Deposit of \$2,500.00 prior to the commencement of the actual SJID review process. If the total associated expenses identified with this professional review is less than the initial professional deposit, the balance of that professional deposit will be returned to the applicant upon the completion of the project and the submission of all required project information.

Project Location (Specific to SJID System e.g. North Lateral 5, Pump Ditch South 3):

Attach site drawing, map, etc. to depict specific project location.

Indian River County Parcel Identification #: _____.

Details of proposed Project Activities. As applicable, details should include, but not are limited to, Diameter/ Length/ Construction Material 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 staff reports, approved permits, special conditions; etc.

Special Conditions: To be determined by SJID

Estimated date of Project Commencement: _____/_____/_____

Estimated date of Project Completion: _____/_____/_____

As the Applicant for permit, I do understand and agree that:

1. The use of, or construction within, the right-of-ways of St. Johns 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 with SJID.
2. I accept full responsibility for any erosion to or shoaling in the SJID's canal or levee system due to my project work, and I shall remove or repair same promptly and at no expense to SJID; and I will prevent the discharge of any vegetative materials-aquatic growth or sediments into the SJID system through this connection.
3. I will not plant trees or shrubs or erect any structure that will prohibit the access of SJID equipment or vehicles or those of their contractors, without securing proper SJID authorization thereof. The SJID or its successor will be given priority perpetual access.
4. It is further understood and agreed that any requirements of SJID are binding upon me, the applicant, 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 SJID.

Standard Provisos

For the entirety of this document the term right-of-way or rights-of-way shall be understood to include easements, utility easements, right-of-ways.

1. Permittee assumes full responsibility for any construction, operation, or maintenance of SJID property or rights-of-way subject to this Permit and shall save and hold harmless SJID from any expense, loss, damage, or claim in regard thereto, and SJID assumes and shall have no liability in connection therewith.
2. This Permit may not be assigned or sub-letted to a third party and any transfer of Permittee's property abutting SJID property or rights-of-way shall immediately cancel, nullify, and revoke this Permit.
3. This Permit is subject always to the paramount right of SJID to keep and maintain its improvement district functions and operations, and is subject to revocation and cancellation upon thirty (30) days notice from SJID to the Permittee.
4. In no event shall SJID be liable for any damage done or caused by SJID to the public, to

Permittee or any other persons using the rights-of-way property subject to this Permit. Permittee shall save SJID, its officers, agents, administrator, supervisors and employees harmless from any costs, charge or expense of claims or demand of any person against SJID 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 SJID, provide to SJID evidence, satisfactory to SJID, of liability insurance coverage as may be required by SJID, protecting the interests of SJID and naming SJID as an additional insured.

5. SJID may, on thirty (30) days written notice to Permittee, require removal and/or alteration of any installation or construction on SJID rights-of-way.
6. Any construction on SJID'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 SJID 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 SJID office prior to commencement and upon completion of all project activities. **Office Telephone: (772) 564-2797.**
8. Permittee shall not discharge any pollutants, contaminants or deleterious materials into waters or structures owned, maintained by, or subject to the jurisdiction of SJID; nor permit anything to obstruct the flow of water, and shall save and hold SJID harmless from any expense, loss or damage to SJID or others by any such discharge or obstruction, remedying or removing the same immediately upon request of SJID.
9. Permittee, as a condition to the continuance of this Permit, shall reimburse SJID, immediately upon demand, for any testing or other costs or expenses to SJID associated with or arising from Permittee's use of SJID'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. **Applicant should be keenly aware of electrical transmission lines located within the District may be in excess of 230kV and that OSHA guidelines for sufficient clearance (at least 20 feet) from these lines be adhered to.**
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 SJID in the subject right-of-way property.
12. Applicants are strongly encouraged to implement to the optimal degree possible Best Management Practices (BMP's) to help 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 SJID 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 SJID approval, may result in permit revocation; loss of the use of SJID right-of-ways and facilities; and fines up to one thousand (\$1000.00) dollars per day of violation.

Applicant / Landowner Signature: _____

Applicant / Landowner Printed Name: _____

As Applicable:

Authorized Representative Signature: _____

Authorized Representative Printed Name: _____

Include Authorization Statement (If Applicable)

For St. Johns Improvement District:

Applicable Application notations/approval(s):

For St. Johns Improvement District: _____

As applicable:

SJID Operating Committee: _____

SJID Engineer: _____

SJID Legal Counsel: _____

Chairman Board of Supervisors: _____

Date of Approval: ____/____/____

Permit Closeout: ____/____/____

Expiration Date of this approved application: ____/____/____

NOTICE: PROJECT COMMUNICATIONS

Throughout the application and the 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 SJID, that the application is “inactive” and therefore “will be closed”. In this regard, should a six (6) month period (180 calendar days) elapse without any formal written communications to the SJID 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, the unobligated portion of the deposited professional fees will be refunded, pending the receipt of all documentation to the satisfaction of SJID. Once the SJID declares a project “INACTIVE”, ANY SUBSEQUENT ACTIVITIES INVOLVING THE PROJECT WILL REQUIRE THE INITIATION OF A NEW APPLICATION PACKET AND ALL ASSOCIATED 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 SJID 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 permits and associated approvals. The FINAL decision regarding issuance or denial specific to this application is up to the Board of Supervisors or their designee as determined by the Board of Supervisors.