

LICENSE APPLICATION

To remove sand, gravel or fill material from state owned water bottoms.
Submit this application with a \$25 application fee and a royalty fee
of \$ _____, or in lieu of royalty fee, a bond in the
amount of \$ _____. (See #16)

to
Louisiana Department of Wildlife and Fisheries
Fill Material Section
P.O. Box 98000
Baton Rouge, LA 70898-9000

<p>1. Applicant's Name: _____</p> <p>Mailing Address: _____</p> <p>Street Address, if different: _____</p> <p>Phone:() _____</p>	<p>2. Name, address & title of authorized agent _____</p> <p>Phone:() _____(residence)</p> <p>Phone:() _____(office)</p>
<p>3. Statement of authorization: I hereby designate and authorize _____ to act on my behalf as my agent in the processing of this license application and to furnish, upon request, supplemental information in support of this application.</p> <p>Signature of Applicant _____ Date _____</p>	
<p>Dredge site information:</p> <p>Waterbody: _____ River Mile Marker: _____ Levee Station Marker: _____</p> <p>Latitude: _____ Longitude: _____ Parish: _____</p> <p>Nearest town: _____</p>	
<p>5. Estimated amount and type of material to be removed under this license, if granted:</p> <p>Sand, screened: _____cu.yds Gravel, screened and washed: _____cu. yds</p> <p>Gravel/Sand, unscreened: _____cu.yds Fill material and/or fill sand: _____cu. yds</p> <p>If material is to be stored at a location other than permitted site, provide the following information: Address or location of site: _____ Latitude: _____ Longitude: _____ (Attach a copy of quadrangle map/s)</p>	
<p>6. Detailed description of proposed activity (purpose and ultimate disposition of materials) indicate license class (Use a separate sheet, if necessary)</p>	
<p>7. If dredging is to be conducted by anyone other than the applicant, provide their name, address and phone number.</p>	
<p>8. If applicant is conducting dredging for another party, provide their name, address and phone number.</p>	
<p>9. Method of removal of dredged material (circle as appropriate):</p> <p>Bucket Dredge Suction Dredge Cutterhead Other (specify): _____</p>	
<p>10. Proposed beginning date of dredging: _____</p>	
<p>11 Coastal Use Permit # _____ Date of Issue: _____ Expiration Date: _____ CORP. Permit # _____ Date of Issue: _____ Expiration Date: _____</p>	
<p>12. Application is hereby made for a license to authorize the activities described herein. I certify that I am familiar with the information contained in this application and that, to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities, or I am acting as the duly authorized agent of the applicant. I further stipulate that I have read and agree to abide by the conditions on the reverse of this application form and I understand my rights and obligations thereunder.</p> <p>Signature of Applicant _____ Date _____ Signature of Agent _____ Date _____</p>	

ROYALTY

1. The consideration for which this license has been made is the payment by aforesaid license to the DEPARTMENT a minimum royalty at the following rates:

LICENSE CLASSES AND ROYALTIES.

CLASS A. Commercial Dredging with the intent to offer dredge for resale. Royalty: 29 cents per cubic yard.

CLASS B. Commercial Dredging without the intent to resell; includes all mineral activities. Royalty: 25 cents per cubic yard.

CLASS C. Dredging for Private, Non-Commercial purposes. Royalty: 15 cents per cubic yard.

CLASS D. Dredging that has a public benefit, such as Coastal Restoration, Navigation, Removal of Sediment Buildup, and Recreation. Royalty: 5 cents per cubic yard.

CLASS E. All other Dredge activity. Royalty: 25 cents per cubic yard.

Any interest and/or penalty owed on unpaid royalty shall be established by the Department in accordance with the Administrative Procedure Act.

2. LICENSEE, agrees to report in a timely fashion to the DEPARTMENT, all dredging performed during the life of this license. It is understood the LICENSEE shall file a monthly report, on forms obtained from the DEPARTMENT, on or before the last day of the month following the month during which the permitted material is removed whether you dredge or not. This monthly report will include all dredging that has been completed during the month that the permitted material is removed. The monthly report shall be accompanied with full payment of all royalty(ies) due the DEPARTMENT. Attachment(s) to this monthly report shall include a cross section survey affidavit(s) as specified in paragraph number 3. Upon failure to pay royalty when due, a penalty of one and one-half percent (1.5%) per month calculated upon the royalty due, shall be levied and collected by the DEPARTMENT in addition to the royalty due. This penalty shall become due without demand for payment by the DEPARTMENT. In cases where there was no job projects during the month, a report shall be filed indicating therein "no operations". Failure to submit a monthly report or submitting a monthly report with false information will be cause for license revocation or suspension.

3. During the life of this license, LICENSEE agrees that a cross section survey of each dredge project will be completed by a Registered Professional Engineer or a Registered Professional Land Surveyor for the purpose of determining the quantity of material excavated. Upon completion of a cross section survey by a qualified engineer, LICENSEE agrees to have said engineer complete an affidavit giving pertinent details of the cross section survey. The Department will furnish an affidavit for this purpose. This affidavit will be used as an attachment in conjunction with all cross section surveys. LICENSEE further agrees that each dredge project taking place during the life of this license will be certified in this manner by his qualified engineer.

4. It is agreed that LICENSEE, and not DEPARTMENT, shall be liable for any and all state, local, and federal taxes and fees due for any and all materials taken pursuant to this agreement including state severance taxes. It is further understood and agreed that the royalties paid pursuant to this license shall be in addition to, and not in lieu of, any and all state, local and federal taxes and fees, including state severance taxes.

AUDIT & INSPECTION

5. DEPARTMENT reserves the right, and the said LICENSEE so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of LINCESSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said permitted material.

6. DEPARTMENT further reserves the right, and LINCESSEE so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or other related equipment of any kind by which the said permitted material is removed, and to keep a check on the number of holding pits at the project stockpile site, and also to determine by whatever means it may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

7. LICENSEE agrees that it has or will acquire valid permits issued by the United States Army Corps of Engineers, the Louisiana Department of Natural Resources and any other agencies as may be required by law.

LIABILITY, HOLD-HARMLESS, DEFENSE

8. LICENSEE agrees that it shall be liable and responsible for any and all damage or damages done, or which may be done by it, its agent, directors, or employees of any kind, whether such damage or damages be done to the property of the State or the property of an individual, firm or corporation, or to any person or persons.

9. LICENSEE further agrees to provide legal defense and representation to the department and/or Louisiana Wildlife and Fisheries Commission for any and all lawsuits and legal claims which may arise as a result of this license or operations hereunder. LICENSEE further agrees to fully indemnify the DEPARTMENT for any and all claims for damages to property or bodily injury (including death) which may arise through the above said lawsuits and legal claims.

OPERATION AND LOCATION

10. The extent of a single license site in the Mississippi River, the Atchafalaya River, the Red River, the Pearl River (not including the West Pearl), the Calcasieu River below the saltwater barrier, the Ouachita/Black River south of the confluence of Bayou Bartholomew shall not exceed one linear mile and shall not extend across the geometric center line of the stream. The extent of a single licensed site on all other streams except designated Natural and Scenic Streams shall not exceed one linear half mile. Fill material, sand and gravel shall not be permitted to be removed from the water bottom of any designated Natural and Scenic River unless removal of such material is specifically allowed by statute.

11. LICENSEE further agrees, binds and obligates itself to notify the DEPARTMENT through the Fill Material License Section of the Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and every dredge, barge, scow or boat used in the removal of the liceased material.

12. LICENSEE binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other operator holding a similar license from the Department of Wildlife and Fisheries.

TERMINATION FOR CAUSE

13. It is distinctly understood and agreed the DEPARTMENT may immediately and without notice of any character, terminate, cancel, revoke or suspend this license at any time during the operation of removing licensed material from the permitted site if, in the judgement of the SECRETARY, said operation results in the pollution of the river or stream or otherwise is harmful to fish and wildlife.

Any person or firm found to be dredging without, or in violation of a validly issued license from this DEPARTMENT shall be subject to civil penalties pursuant to R.S. 56:2012.

14. In case LICENSEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided within this license, or should LICENSEE fail and refuse to comply herewith, the DEPARTMENT shall have the right to revoke, terminate and cancel this license by written notice of such revocation and termination to LICENSEE. The DEPARTMENT shall send a copy of the said notice to the U.S. Army Corps of Engineers and the Coastal Management Division of the Department of Natural Resources.

ASSIGNMENT OF CONTRACT

15. License is non-transferable.

SURETY BOND

16. LICENSEE further agrees and obligates itself to execute and furnish to the DEPARTMENT, in advance of issuance of the license, a bond or irrevocable letter of credit in the manner prescribed by law, according to the following scale:

Bond Value Per Volume Dredged

TYPE OF MATERIAL	0 to 5,000 cu.yds.	5,001 to 10,000 cu.yds.	10,001 to 50,000 cu.yds.	50,001 to 100,000 cu.yds.	100,001+ cu.yds.
Fill Material and/or Fill Sand	\$1,000	\$2,000	\$10,000	\$20,000	\$29xtotal cu. yds

The minimum amount of this bond shall be calculated according to the known volume (Historical Capacity) of all existing pits at stockpile site. This bond or irrevocable letter of credit shall designate the DEPARTMENT as payee or beneficiary with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this license, including but not limited to the payment of all royalties. A certified copy of such bond must be submitted to the Department of Wildlife and Fisheries before commencement of any dredging operation.

Date: _____

Subject: License for dredging fill material

Dear _____:
Your Name

Please review and concur on the following statement regarding the issuance of license by the Louisiana Department of Wildlife and Fisheries:

“I have been advised and do understand that by applying for and accepting a license issued by the Louisiana Department of Wildlife and Fisheries, I am being allowed to engage in an activity which would otherwise be prohibited by law. I specifically agree to abide by all State and Federal laws, all regulations enacted by the Louisiana Department of Wildlife and Fisheries commission, and other State and Federal agencies, and by all other terms and conditions of the license I am being issued. I understand that the license for which I am applying may be canceled or revoked with or without cause at anytime by the Louisiana Department of Wildlife and Fisheries. I agree to immediately surrender the license issued to me upon demand made upon me by any employee of the Louisiana Department of Wildlife and Fisheries. I understand that my failure to fully and completely comply with the laws, regulations, terms and conditions referred to herein will result in the immediate revocation or cancellation of this and any and all other license issued to me and that I may be denied future license as consequence of my actions. I understand and agree that any license issued to me by the Louisiana Department of Wildlife and Fisheries is in the nature of a privilege which is being voluntarily extended to me by the Department and any failure on my part to cooperate fully by the Department or any of its employees can result in the loss of the privilege conferred and the denial of future requests of license. By accepting this license, I evidence my agreement to be bound by all conditions and stipulations set forth herein.”

Signature

Date