



Receipt #: _____

Payment: _____

COMMERCIAL WORK PERMIT

**FRANKLIN COUNTY WATER DISTRICT
P. O. BOX 559, MOUNT VERNON, TX 75457
PHONE: 903-537-4536 FAX: 903-537-4538**

Date of Agreement: _____ Permit Tag# _____

Name of Permittee: _____

Name of all officers and principals of Permittee, as well as all key personnel related to the Permit:

Address: _____ Phone # _____

Owner: _____ Phone # _____

Type of commercial activity to be performed:

Lessee: _____

Development: _____ Lot: _____ Block: _____ Section: _____

1. _____ Permit # _____ 2. _____ Permit # _____

3. _____ Permit # _____ 4. _____ Permit # _____

The undersigned (“**Permittee**”) hereby makes application to the Franklin County Water District (the “**District**”) for a permit to conduct commercial activity that requires the operation of heavy equipment, including but not limited to a commercial work barge (the “**Permit**”), on and around Lake Cypress Springs (the “**Lake**”). Permittees are limited to five (5) active Commercial Work Permits at one time. By its execution and submission of this application for Commercial Work Permit (the “**Permit**”), Permittee agrees to be bound by all the terms and provisions stated below:

Initials

- _____ 1. **Permitted Commercial Activity.** By this permit, the District grants Permittee the revocable right and license to conduct a permitted commercial activity or activities that require the operation of heavy equipment on and around the Lake, including but not limited to a commercial work barge (the “**Permitted Commercial Activity**”). In addition to this Permit, Contractor and/or Lessee are required to obtain one or more additional District permits relating to the Permitted Commercial Activity (the “**Additional Permits**”). The Permitted Commercial Activity and

required equipment are more particularly described on Schedule 1 attached. Upon issuance of the Permit, Permittee must provide the District with proof of ownership, Vehicle Identification Number (VIN), and serial number of any and all equipment necessary for the Permitted Commercial Activity, including but not limited to a commercial work barge. Upon request, Permittee shall promptly provide the District with a photograph and detailed description of any and all equipment necessary for the Permitted Commercial Activity, including but not limited to Commercial work barge. Permittee shall only maintain and operate a maximum of two (2) commercial work barges on the Lake at any given time.

- _____ 2. **Permit Fee.** Along with the submission of this Permit, Permittee shall pay the District a fee designated by the District consistent with the permitting fees identified for the Additional Permit(s) as specified in the fee schedule.
- _____ 3. **Term.** Unless otherwise terminated in accordance with this Permit or the District's Rules and Regulations (the "**Rules**"), the term of this Permit shall be consistent with the terms identified in the Additional Permit(s). If multiple Additional Permits are applicable, this Permit term will expire on the date of expiration of the last Additional Permit. In order to protect public health and safety and/or the Lake, the District may terminate or suspend the Permit upon reasonable belief of dishonesty, fraud, destruction of District property, or inadequate or insufficient performance of Permitted Commercial Activity, or for any other reason allowed by this Permit or the Rules.
- _____ 4. **Default.** Permittee's failure to timely perform any obligation under this Permit shall be deemed an Event of Default. Upon the occurrence of an Event of Default, District shall have all rights and remedies at law or in equity, including without limitation the right to **(i)** terminate this Permit; **(ii)** terminate any and all other permits held by Permittee issued by the District; **(iii)** seek an injunction in a court of competent jurisdiction, and/or **(iv)** recover damages against Permittee, including all reasonable attorney's fees incurred by the District in enforcing its rights hereunder.
- _____ 5. **Transport of Machinery on Equipment.** The Permittee shall have, at all times, any heavy machinery, or other equipment etc. located on a Commercial work barge secured by the use of Heavy-Duty Ratchet Binders/ Lever Chain Binders and Logging Chains. Examples of such are Dumpsters, Dump Trailers, Excavators, Backhoes and Dozers, etc. Permitted commercial equipment is NOT required to be tied down during use on the permitted job site.
- _____ 6. **Permission to Move Equipment.** Permittee is not authorized to launch or remove any heavy equipment from Lake, including but not limited to the relocating of a Commercial work barge, without obtaining the express written permission from the District for such relocation or removal. Failure to comply may constitute immediate removal of permitted commercial equipment, assessment of administrative penalties, and/or suspension of the Permit.
- _____ 7. **Gross Weight of Commercial Work Barge.** The Permittee shall ensure, at all times, that a Commercial work barge is not overloaded and only carrying equipment used to perform Permitted Commercial Activity that is a safe weight to maintain safety standards required by the District. Failure to comply constitutes a violation of the Permit and may result in immediate removal of permitted commercial equipment and/or suspension or termination of the Permit.
- _____ 8. **Removal of Equipment.** Permittee shall remove a Commercial work barge and any other equipment relating to the Permitted Commercial Activity from the Lake within twenty-four (24) hours after **(i)** the expiration of the Term; **(ii)** the termination of this Permit by either party; **(iii)** Permittee's cessation of Permitted Commercial Activity for a period of five (5) consecutive days or more, unless specifically authorized in writing by the District in advance. Any Commercial work barge or other equipment related to the Commercial Permitted Activity remaining on the Lake after such twenty-four (24) hour period is subject to immediate removal and impoundment

by the District in accordance with Texas law at Permittee's sole expense, and Permittee agrees to reimburse the District for any and all costs and expenses incurred in the removal and storage of a Commercial work barge or other equipment related to the Permitted Commercial Activity, including attorney's fees, prior to the return of such Commercial work barge or equipment to Permittee.

- _____ 9. **Compliance.** Permittee shall operate and maintain all equipment necessary to carry out the Permitted Commercial Activity, including but not limited to a Commercial work barge, in full compliance with (i) the manufacturer's operation manual; (ii) all applicable statutes, laws, ordinances and regulations of the State of Texas and the United States of America; and (iii) all Rules and directives promulgated or issued by the District, as such Rules and directives may be amended from time to time. Permittee recognizes and agrees FCWD has advised Permittee and Lessee that additional permits, authorization, or notifications may be required by State and/or Federal entities, including a Clean Water Act Section 404 permit, relating to the activities authorized in this Permit. FCWD makes no representations or assurances regarding compliance with State or Federal law, and Lessee recognizes that it is the responsibility of the Contractor and/or Lessee to obtain approvals and maintain compliance under any State or Federal laws applicable to the activities authorized in this Permit.
- _____ 10. **Commencement of Work.** No Permitted Commercial Activity shall commence, including without limitation all dredging work, without the prior issuance by the District of one or more Additional Permits. Permittee shall not commence operations on any work site until the responsible party (whether Permittee or a Lessee, as applicable) has obtained An Authorization to Construct from the District.
- _____ 11. **Berthing.** Permittee shall promptly notify the District as to the location of any equipment located on the Lake, including but not limited to a Commercial work barge, when not in use to carry out the Permitted Commercial Activity. While on the Lake, such equipment will be berthed only at a location approved by the General Manager of the District, or designated employee, and for a designated time period approved by the General Manager of the District. Approval is subject to revocation at the District's sole discretion. While berthed, equipment must be physically inspected by Permittee daily and twice daily on the major holidays identified in the Rules .
- _____ 12. **Limitations.** Permittee shall not operate any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, on the Lake when water or weather conditions are hazardous, including a Lake Wind Advisory, as determined by officers or employees of the District. Permittee shall not operate any equipment necessary for the Permitted Commercial Activity, including the Commercial work barge, on the Lake during any special aquatic events that have been properly approved and sanctioned by the District. Permittee shall not operate any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, on the major holiday weekends identified in the Rules.
- _____ 13. **Overlook Park.** Permittee shall be permitted to use the boat ramp that enters the Lake located in Overlook Park for launching and removal of equipment, subject to the following conditions:
- i. Use of the Overlook Park boat ramp is permitted for the launching and removal of any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, only using a truck and trailer; the use of heavy machinery to assist in the launch or removal is *strictly* prohibited.
 - ii. Permittee shall notify the District and schedule District Personnel to observe at least two (2) business day prior to the launching or removal of any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge.

- iii. Permittee will not block or cause any other interference towards, in whole or in part, with any recreational users.
- iv. Permittee shall take all reasonable steps to protect the Overlook Park boat ramp during its use and shall not cause damage or defacement thereof.
- v. Permittee shall promptly notify the District of any damage caused by its use of the Overlook Park boat ramp and Permittee is responsible for any repairs at the District's sole discretion. Failure to report damage caused will lead to the cancelling of the Permit and immediate removal of all work barges from the Lake.

_____ 14. **Road Bed Area.** Permittee shall be permitted to use the old road bed that enters the Lake at the end of FM 2723, next to the Overlook Park boat ramp (the "**Road Bed Area**") for the maintenance and repair of any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, subject to the following conditions:

- i. Use of the Road Bed Area is on a first come first serve basis.
- ii. Permittee shall notify the District at least one (1) business day prior to using the Road Bed Area for maintenance or repair of any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, which notice shall include intended length of time (not to exceed 3 days) that the equipment or Commercial work barge will be located in the Road Bed Area.
- iii. Permittee shall take all reasonable steps to protect the Road Bed Area during its use and shall not cause unreasonable damage or defacement thereof.
- iv. Permittee shall promptly repair any damage caused by its use of the Road Bed Area and restore it as nearly as possible to the condition that existed prior to Permittee's use. Failure to restore the Road Bed Area will result in the termination of the Permit and immediate removal of all commercial work barges or other equipment from the Lake.

_____ 15. **Inspection.** Permittee shall allow any agents, officers, or employees authorized by the District, to access or board any and all equipment necessary for the Permitted Commercial Activity, including the Commercial work barge, at all reasonable times for the purposes of (i) inspecting same to determine compliance with the provisions of this Permit, (ii) performing any obligation or duty which the District may have to the public in general, or (iii) enforcing and assisting in the enforcement of all valid state laws and regulations, now or hereafter in force, governing the District's operation as a political subdivision.

_____ 16. **Insurance.** Permittee shall keep and maintain, at all times during the Term of this Permit, commercial general liability insurance, including Pollution Policy or Environmental Impairment Liability insurance and Waiver of Subrogation that will cover a loss if "in, around or over the water" with limits of liability of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and an Umbrella Liability of \$5,000,000 per occurrence, \$5,000,000 aggregate, naming the District as an additional insured. Permittee shall provide the District with a certificate as evidence of the required insurance prior to the commencement of the Term, and thereafter shall provide the District with updated certificates within ten (10) days of any renewal or other change in such policy.

_____ 17. **Pollutants.** Any release of Pollutants, as defined in the District's Rules, on or in District property, including the Lake, shall be immediately reported to the District by Contractor. Any release of Pollutants shall be removed and/or remediated as directed by the District at Permittee's sole

expense. Failure to report any release of a Pollutant by Contractor shall be considered a violation of this Permit as well as the Rules and Regulations. Permittee shall not operate any equipment necessary for the Permitted Commercial Activity, including but not limited to a Commercial work barge, in any way that would interfere with the protection, maintenance, and operation of the water supply features of the Franklin County Dam and Reservoir Project or the Lake. If Permittee deposits or discharges any Pollutant into the Lake, Permittee must immediately notify the District.

Failure to report damage caused will lead to the termination of the Permit and immediate removal of all commercial work barges from the Lake. Permittee is responsible for all costs and expenses incurred by the District to cure a violation of this section.

- _____ 18. **Indemnity/Release.** Permittee shall indemnify, defend, and hold the District harmless from and against any and all costs, claims, damages, suits, regulatory enforcement, or causes of action arising after the effective date hereof, including all costs of defense, enforcement, and reasonable attorney's fees incurred by the District in connection therewith; and any orders, damages, penalties, or judgments which may be entered therein; brought as a result of any activities, work, actions, conduct, or omissions arising out of or in connection with this Permit, or any other activities conducted on District property, including the operation of any equipment, including but not limited to a Commercial work barge commercial work barge, while undertaking such activities, whether authorized or not by the District; **INCLUDING CLAIMS WHICH ARISE WHOLLY OR IN PART DUE TO THE NEGLIGENCE OF THE DISTRICT, ITS AGENTS OR EMPLOYEES.** In addition, Permittee shall promptly reimburse the District for all costs incurred by the District as a result of Permittee's breach of any of the provisions of this Permit, the Rules and Regulations of the District, or any regulatory proceedings relating to the Permit.
- _____ 19. **Assignment Prohibited.** This Permit shall apply only to Permittee and the identified Permitted Commercial Activity described herein and neither this Permit nor any right or interest herein may be assigned or transferred by Permittee to any other party in any manner. Upon violation of this Permit, Permittee and all officers, principals, and key personnel will be considered Contractors not in good standing with the District and shall be stopped from obtaining additional permits during the Permittee's suspension.

By its signature hereon and submittal of this Permit, Permittee represents that the above information is true and correct, that Permittee has the authority to sign this Permit, and agrees to abide by the terms hereof; which terms shall automatically be incorporated into and become a part of the Permit issued by the District.

PERMITTEE:

NAME: _____

TITLE: _____

DATE: _____

FINAL APPROVAL:

FRANKLIN COUNTY WATER DISTRICT

BY: _____

DATE: _____

SCHEDULE 1

Description of Commercial Barge & Equipment

Description of Vessel:

Example:

2017 Bass Tracker pontoon, blue and white in color, 24ft in length

Description of Barge:

Example:

40'x40' flat barge, 2 sections- each section 20'x20', black in color

Type and Description of other items to be used / hauled on barge:

Examples:

2016 Standard CAT 336FL Track Excavator with a 3ft wide bucket & plate compactor, yellow in color

2019 Bobcat E26 Compact Excavator with a 2ft wide bucket & plate compactor, white in color

2020 Komatsu PC360LCi-11 Long Reach Excavator with a 5ft wide bucket & plate compactor, yellow in color

2018 Kubota SSV75 Skid Steer, orange in color

2018 Case 580N Backhoe, yellow in color

2019 CAT D4 Dozer, yellow in color

2021 6x12 Hydraulic Dump trailer with 24" sides

40 yard dumpsters, grey in color – rented from Tabor

SCHEDULE 1
Description of Commercial Barge & Equipment

Description of Vessel:

Description of Barge:

Type and Description of other items to be used / hauled on barge: