

LICENSE APPLICATION

To remove sand, gravel or fill material from state owned water bottoms. Submit this application with a \$25/\$50 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 Permit Section  
2000 Quail Drive, Suite 430  
Baton Rouge, LA 70808

1. Applicant's Name:  Mailing Address:  Street Address, if different:  Phone:( ) _____  Email:	2. Name, address & title of authorized agent    Phone:( ) _____(residence)  Phone:( ) _____(office)
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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.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

4. Dredge site information:  
Waterbody: \_\_\_\_\_ River Mile Marker: \_\_\_\_\_ Levee Station Marker: \_\_\_\_\_  
Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_ Parish: \_\_\_\_\_  
Nearest town: \_\_\_\_\_

5. Estimated amount and type of material to be removed under this license, if granted:  
Sand, screened: \_\_\_\_\_cu.yds Gravel, screened and washed: \_\_\_\_\_cu. yds  
Gravel/Sand, unscreened: \_\_\_\_\_cu.yds Fill material and/or fill sand: \_\_\_\_\_cu. yds

If material is to be stored at a location other than licensed site, provide the following information:  
Address or location of site: \_\_\_\_\_  
Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
(Attach a copy of quadrangle map/s)

6. Detailed description of proposed activity (purpose and ultimate disposition of materials)  
(Use a separate sheet, if necessary)

7. If dredging is to be conducted by anyone other than the applicant, provide their name, address and phone number.

8. If applicant is conducting dredging for another party, provide their name, address and phone number.

9. Method of removal of dredged material (circle as appropriate):  
Bucket Dredge      Suction Dredge      Cutterhead      Other (specify): \_\_\_\_\_

10. Proposed beginning date of dredging: \_\_\_\_\_

11. Coastal Use Permit # \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
CORP. Permit # \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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.**

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

**ROYALTY**

1. The consideration for which this permit has been made is the payment by aforesaid LICENSEE to the DEPARTMENT a minimum royalty at the following rates:  
  
 Sand, screened.....Class A 29¢ per cubic yard; Class B 25¢ per cubic yard; Class C 15¢ per cubic yard; Class D 05¢ per cubic yard; Class E 25¢ per cubic yard  
 Fill materials and/or fill sand...Class A 29¢ per cubic yard; Class B 25¢ per cubic yard; Class C 15¢ per cubic yard; Class D 05¢ per cubic yard; Class E 25¢ 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 licensed 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 license the DEPARTMENT'S authorized representatives to examine any and all of LICENSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said licensed material.
6. DEPARTMENT further reserves the right, and LICENSEE 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 licensed 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 licensed 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 licensed 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 licensed 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 Permit 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 licensed 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 licensed 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	\$0.29/cubic yard	\$0.29/cubic yard	\$0.29/cubic yard	\$0.29/cubic yard	\$0.29/cubic yard
Sand, Screened					
Gravel and Sand, unscreened					
Gravel, screened and washed					

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.