

Casper-Alcova Irrigation District
Mailing Address: PO Box 849 Mills WY 82644
Business Office: 755 Connie Street
307-234-8690

**APPLICATION FOR ENCROACHMENT
ON CAID FACILITIES OR WITHIN CAID EASEMENTS AND RIGHTS-OF-WAY**

This Encroachment Permit governs all activities within Casper-Alcova Irrigation District (CAID) facilities, easements, or rights-of-way. It is designed to protect CAID infrastructure and ensure fair and efficient water delivery in accordance with CAID policies, rules and regulations, and state and federal law.

Complete this application in full and submit it to the CAID Business Office with applicable fees. A separate application is required for each proposed encroachment. Incomplete applications may be denied.

Non-returnable / Non-refundable application / administrative fee: _____[FOR CAID USE: Date Received: _____]

” New application: \$100.00

” Application reporting single pre-existing encroachment / disturbance: \$50.00

” Application reporting multiple pre-existing encroachments under same entity: \$50.00 for the first;
\$15.00 for each additional

1. Name and Address of Applicant

2. Name, Title and Address of Authorized agent if different from Applicant

3. Telephone and Cell Phone Numbers

4. Type of Applicant

- | | |
|--|--|
| ☐ Individual or Trust | ☐ Local Government |
| ☐ LLC / Partnership / Association | ☐ State Government / State Agency |
| ☐ Corporation | ☐ Federal Agency |

5. Type of Application (*mark all that apply*)

- ☐ New authorization
- ☐ Renew existing authorization number: _____
Amend existing authorization number: _____
Assign existing authorization number: _____
- ☐ Existing use for which no authorization has been received

6. Project Description: ***NOTE: If CAID determines insufficient description of project is provided, the Application will be denied***

Use additional sheets as needed

Describe the **location** and the **type of system, facility or use**:

Describe the **need** for this project:

Identify related or nearby CAID structures and facilities and identify other residences, pipelines, utility lines, and other structures and facilities:

Physical Specifications: *(include lengths, widths, etc.; attach all engineering drawings and/or site drawing showing specs)*

Proposed timeframe for project, including duration and completion date:

* Attach a map and site drawing with all specifications, measurements and permanent landmarks.

* Include on site drawing any additional temporary work areas necessary for project.

*** The land on which the project occurs and the areas immediately adjacent thereto shall be considered the “premises” for the purposes of the General Conditions, below.**

7. Describe possible impact of the project on CAID operations (including CAID motorized and foot traffic):

8. Describe possible environmental impacts of project *(include a list any hazardous materials that may be used)*:

9. Describe plan of mitigation or prevention of negative impacts:

CERTIFICATION OF APPLICANT

I hereby certify that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Applicant understands that: (1) CAID may approve, deny, or approve with conditions, the application for permit in its sole discretion; (2) Applicant will be solely liable for any improper installation, maintenance, and repair of the project, faulty construction, material failures, and damages to facilities and disturbed areas; (3) Applicant is responsible for taking all reasonable and proper safety measures to the extent commensurate with the type of project proposed and with any existing facilities and utilities that are or may be present; (4) Applicant hereby agrees to indemnify and hold CAID harmless of and from matters set forth in the General Conditions, paragraph 2, below; (5) Upon completion of the project CAID will inspect and confirm all conditions stated in the application and permit have been met.

I HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED ALL OF THE SPECIAL CONDITIONS BELOW AND THE GENERAL CONDITIONS ON THE FOLLOWING PAGES AND THAT I AND MY EMPLOYEES AND AGENTS AGREE TO, AND WILL AT ALL TIMES COMPLY WITH, EACH AND EVERY SPECIAL AND GENERAL CONDITION SET FORTH BELOW.

Signature of Applicant _____ Date _____

Application Reviewed by CAID Board of Commissioners and Permit Approved, subject to the Applicant's / Permittee's compliance with the terms and conditions set forth herein.

President or Vice President

Date _____

SPECIAL CONDITIONS OF PERMIT

The CAID Board requires the Applicant/ Permittee to comply with each of the following Special Conditions: *(Examples of Special Conditions may include, but are not limited to: requiring that the Permittee obtain prior written approval of CAID and any private landowners for the project; specification of contractor for certain types of work; certification by an engineer; and that all work shall be done only during dry conditions and during the non-irrigating season. Each application will likely require specific and different Special Conditions.)*

1. _____
2. _____
3. _____
4. _____

GENERAL CONDITIONS OF PERMIT

1. **Use Limitation.** The permitted use: (a) is limited to the purposes and premises herein specified; (b) does not, unless specified in the permit, grant any rights to the use of any water; (c) is subject to existing rights, easement, rights-of-way, or reservations; (d) is subject to the right of CAID to grant other permits for the same premises upon a finding by CAID that the additional use is compatible with the use permitted herein; (e) is subject to applicable laws and agreements between CAID and local, state and federal agencies; and (f) shall not impede CAID, its agents, or assigns from carrying on whatever activities are necessary to: (1) protect and maintain the premises, facilities and adjacent lands administered by CAID and its agencies and (2) manage all resources located on the premises and

other CAID rights-of-way or easements; (g) CAID's right to revoke this permit upon violation of its terms; (h) is subject to removal of unauthorized encroachments and restoration of affected areas; (i) recognizes that Applicant/Permittee is responsible for all damages caused by Applicant/Permittee's activities. CAID does not, by issuance of any permit, make any representation as to the suitability of the site for the proposed project, the existence or absence of CAID or other facilities or utilities, or as to any other matter, including legal access to the site or land ownership.

2. Liability for Damages and Indemnification of CAID. CAID shall not be responsible for any loss or damage to property or person arising from the issuance of this permit, including but not limited to damages to growing crops, animals and machinery; or injury to the Permittee or its associates, officers, agents, employees, or any third parties who are on the premises; or for damages or interference caused by natural phenomena.

THE APPLICANT/PERMITTEE HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS CAID AND ITS AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITIES, DAMAGES, SUITS, OBLIGATIONS, FINES LOSSES, CLAIMS, ACTIONS, JUDGMENTS, PENALTIES, CHARGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND OTHER PROFESSIONAL FEES AND DISBURSEMENTS ARISING OUT OF OR RELATING TO: (I) THE APPLICANT/PERMITTEE'S PROJECT AND ITS INSTALLATION AND ALL WORK RELATED THERETO; (II) THE UNTRUTHFULNESS OR INACCURACY OR INCOMPLETE NATURE OF ANY REPRESENTATION OF THE APPLICANT/PERMITTEE IN THE APPLICATION AND AS MAY BE MADE TO CAID THROUGHOUT THE COURSE OF THE PROJECT OR PERMITTING THEREOF; AND (III) ANY BREACH OR NON-PERFORMANCE BY THE APPLICANT/PERMITTEE OF ANY TERM, CONDITION OR COVENANT TO BE PERFORMED BY IT WHICH IS CONTAINED IN THIS PERMIT OR IN ANY AGREEMENT OR UNDERSTANDING BETWEEN THE PARTIES HERETO THAT RELATES TO THE PROJECT.

IN APPROPRIATE SITUATIONS CAID MAY REQUIRE PERMITTEE TO PROVIDE PROOF OF INSURANCE COVERAGE ACCEPTABLE TO CAID, NAMING CAID AS AN ADDITIONAL INSURED, TO SUPPORT ITS INDEMNIFICATION OBLIGATIONS.

3. Operating Rules and Responsibility of Permittee. The Permittee shall keep the premises in a neat and orderly condition at all times and shall comply with all municipal, county, state, and federal laws, rules and regulations applicable to their operations under the permit. Also, the Permittee shall take all reasonable precautions to prevent the occurrence of and escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of fires. The Permittee, by operating on the premises, shall be considered to have knowledge of all the facilities, fixtures, or improvements located on the premises in their existing condition as of the date of this permit and as may be modified from time to time by CAID or others without any notice to Permittee. At the end of the period specified, or upon earlier termination, the Permittee shall give up the premises in like condition as when received except for reasonable wear, tear or damage occurring without fault or negligence of the Permittee. The Permittee will fully repay CAID for any and all damage, directly or indirectly, resulting from the Permittee's negligence or failure to use reasonable care.

4. Revocation. (A) Violation: This permit may be revoked on the tenth day following written notice to the Permittee upon a finding by CAID that the Permittee has violated any of the terms herein or made use of the premises for purposes not herein prescribed: Provided; that if said violation or nonprescribed use of the premises ceases within 10 days of receipt of notice, the Permittee will be allowed to maintain occupancy under this permit. (B) Nonuse and project purposes: This permit may also be revoked with 30 days written notice to the Permittee upon a finding by CAID that: (1) the Permittee has failed to use or discontinued use of the premises, or (2) the premises are needed, in CAID's sole discretion, for CAID project purposes. (C) Possession: Upon any such revocation, CAID by and through any authorized representative may take possession of said premises for its own and sole use.

5. No Waiver. Failure of CAID to insist upon strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or relinquishment of CAID's right to thereafter enforce any of the terms, conditions or requirements of the permit.

6. Termination. Upon termination of this permit, the Permittee shall immediately relinquish possession to CAID. Upon failure to do so, the Permittee shall pay CAID as liquidated damages five hundred dollars (\$500.00) per week for the entire time possession is retained in any manner by the Permittee or Permittee's contractors. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be

considered as an approval of the Permittee's possession.

7. Removal of Permittee's Property. Upon the expiration, termination or revocation of this permit, if all rental charges and damage claims due CAID have been paid, the Permittee may remove all structures, machinery or other property from the premises. Upon failure to remove any of the said property within 60 days of expiration, termination, or revocation, it shall become the property of CAID and the Permittee shall pay CAID for all expenses related to property removal. Upon termination or revocation of this permit, the Permittee shall restore all affected CAID lands to their original condition, subject to CAID inspection and approval.

8. Liability. The permitted activities shall be conducted so as not to interfere with the operation, maintenance, and administration of CAID projects. Any additional repairs, maintenance, or expense to CAID as a result of the permitted activities or the project shall be reimbursed to CAID by the Permittee. The Permittee may review such expenses; however CAID's determination of any such expense shall be final and binding upon the parties hereto.

9. Trespass. Any use of the premises not herein permitted shall be considered a trespass. Any violation or trespass on any CAID-operated facilities by the Permittee shall be cause for revocation of this permit. The Permittee shall be liable for any damages resulting therefrom and an approximate charge as determined by the issuing officer shall be made to the Permittee. Any property constructed in trespass shall be considered property of CAID and the Permittee shall pay CAID for all expenses related to property removal and any associated legal costs.

10. Disclosure. Failure to answer all questions fully may delay processing of this application or result in denial of this permit. Information provided will be used as the basis for the issuance of the permit and Special Conditions. In the event there is indicated a violation of a statute, regulation, rule, order or license, whether civil, criminal or regulatory in nature, the requested information may be transferred to the appropriate federal, state, or local agency charged with investigation or processing such violations.

11. Hazardous Materials. The Permittee or his/her contractors shall comply with all applicable federal, state, and local laws and regulations and CAID policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities of CAID. "Hazardous materials" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the regulations associated with this Act. The Permittee may not allow contamination of lands, waters or facilities under CAID's control nor any lands, waters or facilities privately owned in or near the permitted use. The Permittee shall be responsible for hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides, pesticide containers or any other pollutants. The Permittee shall report to CAID within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities under the control of CAID or any lands, water or facilities privately owned in or near the permitted use. Violation of any provision of this section shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any CAID resources or facilities that are adversely affected as a result of the violation.

12. Copy of Permit to Contractors. The Permittee shall provide a copy of this application and permit to its contractors and subcontractors and require their compliance with the terms set forth herein.

13. Modification to General and Special Conditions. The Permittee agrees that CAID reserves the right to make changes to the general and Special Conditions of the permit at any time upon giving reasonable notice to the Permittee.