

Village of Wellington

Livestock Waste Hauler Permit Application Checklist

Please utilize this checklist to be sure that you are submitting a complete permit application package. Village staff will not process any applications that are incomplete. Thank you.

- | | YES |
|---|--------------------------|
| <ul style="list-style-type: none">• Completed Permit Application Form<ul style="list-style-type: none">___ Names and locations of approved facilities waste will be hauled to___ Letter from property owner of proposed disposal site(s) authorizing disposal (if not an authorized SWA facility)___ Authorized signature on bottom___ Truck listing completed | <input type="checkbox"/> |
| <ul style="list-style-type: none">• Completed Agreement<ul style="list-style-type: none">___ Page 1- Leave the date blank as that will be filled in when executed.___ Page 6 completed___ Page 8 signed___ Page 8 Stamped with Corporate Seal or Notarized at the bottom | <input type="checkbox"/> |
| <ul style="list-style-type: none">• Insurance Information<ul style="list-style-type: none">___ An insurance certificate showing all required coverage's and endorsements stipulated in Section 13 of the Agreement___ Insurance certificate that lists the Village of Wellington as an additional insured and contains specific language similar to "<i>The Village of Wellington is listed as an additional insured on both general liability and automobile liability policies.</i>"___ Insurance certificate showing a current and not expired policy. | <input type="checkbox"/> |
| <ul style="list-style-type: none">• Copy of Palm Beach County Occupational License | <input type="checkbox"/> |
| <ul style="list-style-type: none">• Copy of Village of Wellington Occupational License, if applicable | <input type="checkbox"/> |
| <ul style="list-style-type: none">• Fees (exact cash or check made payable to the Village of Wellington)<ul style="list-style-type: none">___ \$600.00 permit fee (\$150 per quarter)___ \$5.00 for each additional permit sticker (if applicable) | <input type="checkbox"/> |
| <ul style="list-style-type: none">• A notarized statement of exemption from Worker's Compensation Insurance (if applicable) | <input type="checkbox"/> |
| <ul style="list-style-type: none">• A completed Public Works Hauling Permit | <input type="checkbox"/> |

LIVESTOCK WASTE HAULING Permit Application Form

COMPANY NAME: _____ Telephone: _____

LOCAL ADDRESS: _____ Fax: _____

MAILING ADDRESS: _____

Business is a: ___ Corporation ___ Joint Venture ___ Partnership ___ Professional Association ___ Sole Proprietor

Corporate Parent Name (if any) _____

Address: _____

Telephone: _____ Fax: _____

Responsible Company Representative (Name): _____
(Print) (Title)

Telephone: (_____) _____ Email: _____

Responsible Individual Supervising Activities in the Village: _____
(Print) (Title)

Telephone: (_____) _____ Email _____

Name(s) and locations of approved facilities livestock waste will be hauled to, from the Village for processing, land application or disposal. Letter from each property owner authorizing disposal of Livestock Waste is required, except for permitted solid waste management facility. Each location is subject to Village approval.

1. Company Name _____

Mailing Address _____

Contact Name: _____ Telephone: _____

Location waste delivered to: _____

2. Company Name _____

Mailing Address: _____

Contact Name: _____ Telephone: _____

Location waste delivered to: _____

3. Company Name: _____

Mailing Address: _____

Contact Name: _____ Telephone: _____

Location waste delivered to: _____

The information provided in this application is accurate and may be relied upon. This form is part of the Permit Agreement. I have read, understand and will comply with the terms and conditions of the L WH Permit Agreement.

Authorized Company Signature

(Print)

Date

LIVESTOCK WASTE HAULING Truck Listing

Livestock waste hauling stickers will be distributed upon the approval of your livestock waste hauling permit. These permit stickers will be required to be placed in the window of all trucks that are certified to haul throughout the Village. There is no charge for the first three permit stickers issued. An additional charge of \$5.00 per sticker will be applied for all stickers thereafter. Please list truck information below **making sure to complete all fields:**

	Year	Make / Model	Color	License Plate #	US DOT Number
1.					
2.					
3.					

Additional Stickers at \$5.00 each:

	Year	Make / Model	Color	License Plate #	US DOT Number
1.					
2.					
3.					
4.					
5.					

_____ Additional Stickers @ \$5.00 each = \$_____

Please submit payment for additional permit stickers along with payment for the annual permit fee.

LIVESTOCK WASTE HAULER PERMIT AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 20____, between the Village of Wellington, Florida, a municipal corporation (hereafter referred to as "Village") and _____ (hereafter referred to as Livestock Waste Hauler, hereafter referred to as "LWH").

In accordance with the provisions of Ordinance 98-17 and Ordinance 2000-18, as may be amended from time to time, Village of Wellington, Florida, the contents contained herein are mutually agreed as follows:

SECTION 1. Term: The term of this Permit Agreement shall be for a period of twelve (12) months beginning on October 1, 2009 and ending on September 30, 2010, unless terminated as provided for herein.

SECTION 2. Definitions: As provided in Ordinance 98-17 and Ordinance 2000-18, Village of Wellington, Florida as amended from time to time.

SECTION 3. Services To Be Provided: The LWH shall have the right to provide Livestock Waste Hauling Services as defined herein within the Village except as provided by the terms of the mandatory Solid Waste Collection Program. The service shall be in open competition with other permitted Livestock Waste Haulers.

- A. Livestock Waste Hauling: For the purpose of this Agreement shall mean the Collection of Livestock Waste in the Village.
- B. Conditions and Frequency of Service: The size of container, if required, and frequency of removal shall be determined between the LWH and the customer. However, size and frequency of removal shall be sufficient to provide that no Livestock Waste accumulates in excess of storage capacity. All loads of Livestock Waste shall be completely covered during transportation.

SECTION 4. Method and Manor of Service:

- A. Livestock Waste pick up or mechanical container delivery shall not occur prior to 7:00 AM nor after 6:00 PM on any day in a residential area or within one hundred fifty (150) feet of a residential area. However, between December 1 and April 1 service hours may be extended from 6:00 PM to 9:00 PM, Monday through Friday only, for Equestrian activities centered along Pierson Road, specifically Polo Stadium barns, Palm Beach Polo Equestrian Club, and the Village at Grand Prix Farms.
- B. Mechanical Containers shall be in good repair with no holes, and all hinges, door latches, or lids in complete working order.

- C. All loads being transported through the Village shall be completely covered and secured such that no material content of the Container or truck body shall be able to blow, bounce, spill, leak, or fall off of or out of the Container or truck body.
- D. There shall be no service in the Village on Sundays unless prior approval has been granted, in writing, from the Village Program Manager.

SECTION 5. Responsibilities of the Livestock Waste Hauler (LWH): The LWH shall comply with all provisions of this Permit Agreement, the provisions of Ordinance 98-17 and Ordinance 2000-18, as amended from time to time which incorporates by reference all Federal, State, County, and local units of government, with jurisdiction in the Village, laws, rule, codes, regulations, guidelines, directives and ordinances applying to the storage, collection, transport, processing, or disposal of Livestock Waste whether federal, state or local.

SECTION 6. Equipment: Equipment used in the Village for the storage and transport of Livestock Waste materials shall, at all times, be in safe operating condition, clean, in good repair, and legibly display the company name and local telephone numbers in letters and numbers at least five (5) inches high, on vehicle doors, on both sides of roll-off type containers, and on the front of rear or front load containers.

SECTION 7. Disposal of Livestock Waste: Disposal of Livestock Waste collected and transported by the LWH pursuant to this Agreement shall be deposited at a facility that will process it for reuse or agricultural land application in accordance with accepted agricultural practice in the State of Florida within thirty (30) days of receipt. No livestock waste shall be dumped on vacant or agricultural land without the written permission of the property owner, a copy of which shall be provided by the LWH to the Village. No Livestock Waste shall be dumped at any location other than those included on the Livestock Waste Permit Application and approved by the Village.

SECTION 8. Personnel of the Contractor:

- A. The LWH's drivers shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.
- B. The company's employees shall treat all customers in a polite and courteous manner.

SECTION 9. Spillage: The LWH shall not permit littering or spillage to occur upon any private or public property within the Village. In the event of littering, spillage, or leakage caused by the LWH or employees of the LWH, the material shall be promptly cleaned up at the sole cost of the LWH within twenty-four (24) hours of occurrence at no cost to the Village.

SECTION 10. Charges, Rates and Permit Fees:

- A. Permit Fees: To compensate the Village for the cost of administration of the Livestock Waste Management Program and the supervision of the performance of

Livestock Waste Haulers pursuant to this Agreement, the LWH shall pay to the Village, a non-refundable annual permit fee of Six Hundred Dollars (\$600.00) prorated quarterly.

- B. Charges and Rates for service provided pursuant to this Permit Agreement are to be established between the customer and the permitted LWH.
- C. Permit fees shall be paid prior to issuance of permit. It is the responsibility of the LWH to renew this permit.

SECTION 11. Office: The LWH shall maintain an office in Palm Beach County with a Palm Beach County or toll-free telephone number. A current Palm Beach County Occupational License shall be used to demonstrate compliance with this Section.

SECTION 12. Quality of Performance:

A. The Village may levy administrative charges of One Hundred Dollars (\$100.00) per day, per incident, for the following infractions of this Permit Agreement, including but not limited to:

- 1. Operator not licensed or invalid license.
- 2. Failure to cover materials on collection vehicle(s).
- 3. Name and phone number not displayed on equipment or containers, per DOT requirements.
- 4. Failure to repair damaged property within seven (7) calendar days.
- 5. Failure to maintain required insurance current and on file with the Village.
- 6. Damaged, unsafe, poorly maintained containers not replaced within forty-eight (48) hours of notification.

B. Failure to clean up spillage of any substance will result in a Two Thousand Dollar (\$2,000.00) fine per incident, per day. Failure to deliver any materials collected on behalf of this Agreement to facilities designated by the LWH on the LWH Permit Agreement Application as part of this Permit Agreement will result in the following penalties:

- 1. First Offense: \$1,000.00 (One Thousand Dollars) fine
- 2. Second Offense: \$2,500.00 (Twenty-five Hundred Dollars) fine
- 3. Third Offense: Loss of Permit

The Village Representative may assess charges pursuant to this Section at time of occurrence or on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the LWH in writing of the administrative charges assessed and the basis for each assessment. In the event the LWH wishes to contest such assessment, it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the Village Manager or his designee and present its defense to such assessment. If a timely request is made by LWH, then the Village Manager or his designee shall schedule a meeting between the parties, at which time LWH shall present its

defenses to the contested assessments. Said contested assessments shall be held in abeyance until such time as the Village Manager, or his designee, makes a final determination as to said assessments. Failure to pay assessed fines pursuant to this Section shall result in the loss of permit. Re-issuance shall require payment of fines in full, new permit fee, and a re-installation fee of Two Hundred Fifty Dollars (\$250.00). The Village shall notify the LWH in writing of any action taken with respect to LWH's claim, and the decision of the Village will be final.

SECTION 13. Insurance: During the term of this Agreement, the LWH shall provide, pay for, and maintain in force at all times during the Agreement, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability Insurance, and Comprehensive General Liability Insurance as will assure to Village of Wellington the protection contained in the indemnification and save harmless clauses undertaken by LWH. The Comprehensive General Liability and Business Automobile Liability Insurance policy(ies) shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by the State of Florida. The LWH shall specifically protect the Village of Wellington by naming the Village of Wellington as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability Insurance policy(ies) hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

A. Workers' Compensation Insurance: Coverage shall apply to all employees and applicable subcontractors of the LWH in compliance with the Workers' Compensation Laws of the State of Florida and all applicable Federal laws. The policy(ies) must include Employer's Liability covering the LWH with minimum limits as follows:

- One Hundred Thousand Dollars (\$100,000.00) for each incident
- Three Hundred Thousand Dollars (\$300,000.00) for each disease
- One Hundred Thousand Dollars (\$100,000.00) aggregate by disease

If the LWH is not an incorporated entity (i.e. sole proprietor / partnership), or leases employees (under the alternative employer laws of the State of Florida), the Village shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Workers' Compensation Laws of the State of Florida, unless and until LWH provides the Village Risk Manager with proof of exemption and such forms and proof that the Village Risk Manager deems appropriate.

B. Comprehensive General Liability Insurance: Coverage shall include the following minimum limits:

- One Million Dollars (\$1,000,000.00) each occurrence

- One Million Dollars (\$1,000,000.00) personal injury and advertising injury liability
- One Million Dollars (\$1,000,000) general aggregate

All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy provided the Village of Wellington is named as an additional insured on such policies. Coverage shall include:

- Independent Contractors
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and / or indemnification agreement.

C. Business Auto Liability Insurance: Coverage shall provide minimum limits of liability of One Million Dollars (\$1,000,000.00) per occurrence Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an “Any Auto” type policy and shall include coverage for:

- Owned Vehicles
- Non-owned and hired vehicles

The cancellation clause for the required overages must be thirty (30) days. The wording of the cancellation clause must delete the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind on the company, its agents, or representatives”.

SECTION 14. Indemnification: The LWH will hold the Village harmless from any and all liabilities, losses or damages the Village may suffer as a result of claims, demands, costs, or judgments against the Village arising out of the wrongful acts or omission of the LWH or its employees, which said liabilities, losses, damages, claims, demands, costs, or judgment arise directly out of the matters which are the subject of this Agreement and the work to be performed thereby. The LWH shall not be responsible for nor require to indemnify or hold the Village harmless for any act, omission, negligence, or other liability to the extent caused by the act or omission in whole or in part of the Village or any one of its employees or any one of its employees or agents.

SECTION 15. Point of Contact: All dealings, contacts, and notices, between the LWH and the Village shall be directed by the LWH to the Solid Waste Management Supervisor.

SECTION 16. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the Village: Village of Wellington
14000 Greenbriar Blvd.
Wellington, FL 33414
Attention: Village Clerk

As to the Contractor: _____

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice.

SECTION 17. Default of Agreement:

- A. The Village may cancel this Agreement by giving LWH thirty (30) days advance written notice for failure to comply with the terms of this Agreement.

SECTION 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

SECTION 19. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforcement of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 20. Assignment and Subletting: No Assignment or Change of Control of this Agreement or any right occurring under this Agreement shall be made in whole or part by the LWH without the express written consent of the Village. The Village shall have full discretion to approve or deny, with or without cause, any proposed Assignment or Change of Control by the LWH. Any Assignment or Change of Control of this Agreement made by the LWH without the express written consent of the Village shall be null and void and shall be grounds for the Village to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the LWH, and upon the date of such notice, this Agreement shall be deemed immediately terminated, and, upon such termination, all liability of the Village under this Agreement to the LWH shall cease. In the event of any approved Assignment or Change of Control, assignee shall fully assume all the liabilities of the LWH. The Village may incur costs in reviewing requests for Assignment or Change of Control. Said

costs shall be paid by the successor firm within thirty (30) days of approval by the Village or the Agreement shall be terminated.

SECTION 21. Modification: This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modifications shall be in the form of an Amendment executed by both parties.

SECTION 22. Independence of Agreement: It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the LWH as the agent, representative, or employee of the Village for any purpose whatsoever. The LWH is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 23. Annexations: Adjustments to Village boundaries and the rights of the parties to this Permit Agreement due to municipal annexation or contraction will be as provided by Section 171.062, Florida Statutes, as amended, or its successor.

SECTION 24. Change of Law: The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in legislation and that these and other changes in law, whether Federal, State, or Local, in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions, or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law made effective after the granting of this Agreement is in conflict with, or requires changes in, the provisions of Livestock Waste Hauling Service or non-exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

SECTION 25. Public Entity Crimes: No LWH may be a person or affiliate identified on the Department of General Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The LWH is required to comply with Section 287.133, Florida Statutes, as amended, or its successor.

SECTION 26. Effective Date: The provisions of this Agreement shall become effective upon execution by both parties to this Agreement.

Livestock Waste Hauler Service Provider

Name of Firm

Authorized Signature

Name of Corporate Parent

Print Name

Title

Date

Corporate Seal or Notary (below)

Village of Wellington, Florida

Village Clerk

Village Manager or Designee

Date

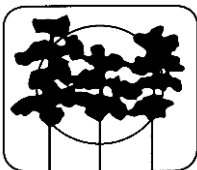
Permit Number

Approved as to form and legal sufficiency

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before this ____ day of _____, _____,
by _____, as _____
of _____. He / she is personally
known to me or has produced _____ as identification,
and who did take an oath.

Notary Public, State of Florida



Village of Wellington

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to the Village of Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to the Village of Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Public Works office located at 14000 Greenbriar Boulevard, Wellington, Florida, 33414.

Thank you,

Village of Wellington

**WORKERS COMPENSATION EXEMPTION
AFFIDAVIT**

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees. Form must be signed and notarized.

Name _____
First Last

Address _____
Street City

Phone _____
Home Business

This is to certify that _____
(Business Name)

_____ is a
Street City State Zip

Sole Proprietorship OR Corporation/Partnership

And has _____ employees, other than the owner his/her self.
(no. of employees)

Therefore, under the terms of Chapter 440,F.W., Workers' Compensation regulations it Is NOT necessary for the above company to carry Workers' Compensation Insurance.

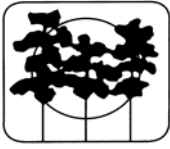
(Signature)

Sworn and subscribed to me this _____ day of _____, 20_____.

Personally known Or, Produced ID: (Type Produced)_____

NOTARY PUBLIC _____

My Commission Expires:



THE VILLAGE OF WELLINGTON

Public Works/Engineering Permit Application Form

LWH2010 -

Date

Permit Number

~~Owners Name~~

Contractor's Name

~~Address~~

Address

~~Location of Work if Different from above~~

~~Telephone Number~~

Telephone Number

~~Subdivision~~

~~Lot~~

~~Block~~

DESCRIPTION OF WORK

Hauling of livestock waste material.

If permit is being requested for hauling, complete the shaded area below.

Type of material being hauled?

Livestock waste

Permit needed until? (Date)

September 30, 2010

Route (be specific)?

Various shellrock roads within the Village of Wellington.

NOTICE: Violations of this Permit may subject applicant to fees on future permit.

Owner Name (print)

Owner Signature

Date

PERMIT APPLICATION REQUIREMENTS

- Four (4) surveys and/or engineered plans showing the exact location of the proposed improvement and its relationship to all easements or right-of-ways, if applicable. [Three copies will be returned to Permittee. One retained by Village of Wellington Public Works Department.]
- Permit fee made payable to The Village of Wellington. [See [Village of Wellington Public Works Fee and Inspection Schedule](#) for fees. Additional charges may be assessed pending final review and approval. Permittee will be advised of these additional charges prior to issuance of permit.]
- Signed [Application Form](#) acknowledging conditions of permit.

(Office Use Only)

Permit Code _____

Reviewed by _____

Permit Fee _____

Approved YES NO

Check Number _____

Date Approved _____

G/L Code _____

Permit Expiration Date 9/30/10

Date Sent to Finance _____

~~Subdivision~~

~~Lot~~

~~Block~~

Permit No.

GENERAL PERMIT CONDITIONS

All work or construction within, and/or use of the facilities of the Village of Wellington/Acme Improvement District permitted hereunder shall be performed in strict compliance with this permit and all applicable Standards of Construction adopted by the Village/District.

It is agreed and understood by the Permittee that the granting of this permit does not give the Permittee a right but only grants the Permittee a privilege which is subject to the strict control of the Village/District. This permit shall not relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by the Permittee hereunder shall remain the property of the Permittee unless otherwise provided immediately below.

The Village/District will not be responsible for damage to any pipes or appurtenances or communication and electric cables and any permitted vegetation within the Village/District right-of-way or Maintenance Easement.

The Permittee will be responsible for maintaining the area between this structure and the edge of the lake, canal or roadway.

The Permittee shall comply with the rules, regulations and standards of respective homeowner's association guidelines (if applicable) for the uniform protection of the landowners throughout the Village/District.

This permit may be revoked by the Village/District at any time without cause by written notice to Permittee 30 days prior to date of revocation.

This permit expires on the dated noted; however, the Permittee may apply, in writing, for an extension to the permit provided this request is received prior to the permit expiration date.

This permit may be revoked by the Village/District giving immediate notice in writing to the Permittee at any time because of failure of the Permittee to comply with the conditions of the permit.

The Village/District reserves the right to enter onto the property of Permittee to inspect the permitted structure.

I understand that the Village of Wellington will not be responsible in any way for repairs to, or replacement of, any portion of the referenced improvement and that any removal or replacement of this improvement necessary for use or access of the easement or right-of-way will be done at the expense of the property owner or their successors in interest.

This permit must be posted at all times during the permitted activity.

The Permittee hereby acknowledges full consent to and agreement with all the conditions and provisions of this permit.

OTHER APPLICABLE PERMIT CONDITIONS

- Hauling on Shellrock Road**
 1. Hauling on weekdays only from 7:00 a.m. - 3:00 p.m.
 2. Hauling shall be stopped immediately during rain or inclement weather.
 3. The use of any other route not specified in this permit is a violation and Permittee may be subject to fines and penalties.
 4. Permittee agrees to reimburse the Village of Wellington for expenses incurred for damages caused to Village property and/or additional maintenance of shellrock road.
 5. Permittee agrees to provide suitable shellrock immediately upon the request of the Village of Wellington to repair any damage done to Village property or right-of-ways.
 6. Permit is a limited use permit and Permittee cannot haul after expiration date. A new permit must be obtained if work exceeds permit expiration.
 7. Hauling permit limited to the following road(s):

Water Quality Conditions The Village of Wellington reserves the right to require that water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary as required by SFWMD.

Other Conditions Hauler must have executed a livestock waste hauling agreement with the Village of Wellington prior to hauling.

Owner Name (print)

Owner Signature

Date