

**Exhibit D: Example Connection Agreement**



**Port of Seattle Stormwater Utility  
Connection Agreement**

This Connection Agreement is between the Port of Seattle (the "Port") and \_\_\_\_\_ (the "Applicant") (jointly "the Parties").

The Port owns and operates Port Stormwater Facilities that are managed by the Port of Seattle Stormwater Utility, as administered by the Utility Director. The Service Area of the Stormwater Utility consists of all Port-owned land within King County. The Port may allow property owners and drainage system operators who are located outside of the Service Area to connect to and use Port Stormwater Facilities under specified terms and conditions. This Agreement establishes the terms and conditions upon which such access is granted to the Applicant, and specifies the location and nature of the access granted by the Port to the Applicant.

**TERMS AND CONDITIONS**

The Port hereby agrees to provide Applicant with connection or access to the Port Stormwater Facilities subject to the following terms and conditions:

1. Authorized access. Access to the Port Stormwater Facilities is authorized only for the drainage facilities identified in the Connection Agreement Application. These facilities shall be referred to as the "Authorized Drainage Facilities" (ADFs).
2. Changes or abandonment. Any material change to or abandonment of the ADFs, change in the quality or quantity of stormwater discharged by the ADFs, or change in ownership of the ADFs will require submission of a new Application, and entering into a new Agreement. The Port reserves the right to refuse to enter into a new Agreement if the Applicant's proposed changes would have a material adverse impact on the Port's Stormwater System or the Port's ability to comply with regulatory requirements.
3. Construction, repair and maintenance. No construction, repair or maintenance can occur without a signed Connection Agreement in place.
  - a. Applicant agrees to construct, repair and maintain the ADFs in compliance with all applicable regulatory requirements, including requirements of the City of Seattle, King County, the Washington Department of Ecology and the U.S. Environmental Protection Agency. Applicant is responsible for securing any easements and permits necessary to construct, repair and maintain the ADFs.
  - b. Materials and workmanship in connection with the installation and repair of the ADFs shall be as required by the Standard Plans and Specifications contained in the City of Seattle Stormwater Code, or as designated by the Port. If any requirements or standards conflict, or if special circumstances exist, the Utility Director will determine which requirements or standards apply.
  - c. All work must be performed by a registered side sewer contractor.

- d. At the completion of the construction, Applicant shall provide a copy of as-built drawings to the Port. As-builts shall also be required for major repair and maintenance projects. As-built drawings shall be prepared using the standards and requirements established by the Utility Director. Drawings that do not meet these requirements shall be returned to the Applicant for revision and resubmittal.
4. Entry on to Port property: Permission to enter on to Port property in order to construct, repair and maintain ADFs in hereby granted, subject to the express condition that as much notice as practical must be provided to the Port prior to such entry. The Port reserves the right to impose additional requirements on construction access, including refusing to authorize access, as appropriate given the location and condition of the property to be accessed.
5. Stormwater only. All ADFs, and the discharges from them, must adhere to Port Resolution No. 3596, comply with the Port's Illicit Discharge Detection and Elimination (IDDE) Manual, and comply with all other Port policies and requirements. These documents can be found here: [LINK]
6. Port access. Applicant agrees to grant the Port such access rights as are reasonably necessary to investigate and verify, both initially and on an ongoing basis, that the information provided by Applicant in connection with this Agreement is correct, and that the Applicant is complying with this Agreement. This grant, however, shall not be construed as imposing any obligation or duty upon the Port to inspect the Applicant's facilities or discharges, or imposing any liability on the Port based on the condition of the Applicant's drainage facilities or the nature of Applicant's drainage.
7. Regulatory standards. If Applicant becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Port of the violation and the Applicant's plans for corrective action. If the Port becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Applicant and request the Applicant to promptly correct the violation. The Applicant's failure or refusal to do so shall constitute a breach of this Agreement. In addition to any other remedies, the Port reserves the right to terminate this Agreement and the Applicant's rights to access if a violation is not promptly corrected to the satisfaction of the Port. The Applicant shall be responsible for all costs incurred by the Port to remediate the offending discharge and correct the violation.
8. Stormwater Pollution Prevention Plan. Applicant shall prepare and maintain a Stormwater Pollution Prevention Plan for the ADFs. Applicant shall promptly provide the Port with any modifications made to its SWPPP.
9. Payment. At the time of application, Applicant shall pay to the Port a non-refundable processing fee of \$200.00 to offset the Port's costs associated with processing its Application and administering this Agreement.
10. Notices. Unless otherwise agreed, all notices to the Port that are called for by this Agreement shall be directed to \_\_\_(Port staff identified, email and phone)\_\_. Notices to the Applicant shall be directed to \_\_\_(Applicant staff identified, email and phone)\_\_.
11. Severability. The invalidity of any section or provision of this Agreement shall not invalidate any other section or portion thereof, nor shall it invalidate any other Access and Compliance Agreement.
12. Liability. This Agreement shall not be construed to create any liability on the part of the Port, or its' officers, employees or agents for any injury or damage caused by or resulting from the Applicant's facilities, actions or inactions. Applicant agrees to indemnify, hold harmless and defend the Port and all officers and officials from all claims, losses, damages penalties or expenses, including third party claims, arising from the installation, operation or maintenance of the ADFs; and/or Applicant's failure to comply with local, state or federal law, or this Agreement.
13. Amendment. Any amendment to this Agreement must be in writing and signed by the parties.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.
16. Entire Agreement. This Agreement, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement, and by signing below agrees to be bound by its terms.

For the Port of Seattle:

\_\_\_\_\_  
Utility Director

\_\_\_\_\_  
Date

For the Applicant:

\_\_\_\_\_  
Name of authorized representative

\_\_\_\_\_  
Date

Appendix A: Application Form  
Appendix B: Checklist

**NOTE: THE APPLICANT'S CONNECTION AGREEMENT APPLICATION FORM MUST BE ATTACHED TO THIS AGREEMENT.**

# Port of Seattle Stormwater Utility Connection Agreement

Submittal Date: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

## APPENDIX A: Application Form and Checklist

<b>Applicant</b> Name: _____ Address _____ City/Zip _____ Phone/Email _____	<b>Parcel Owner</b> (if different from applicant) Name: _____ Address _____ City/Zip _____ Phone/Email _____
<b>Project Location</b> Address of proposed drainage facility: _____ Business/Residence/Project Name _____ Is the property permitted under any NDPES permit; if so provide name and number: _____ Scope of Work (e.g. specify if new, repair, abandonment, other) _____ Proposed Start Date / Proposed Working Days _____	<b>Contractor</b> – must have current City of Seattle Side Sewer License Name: _____ Address _____ City/Zip _____ Phone/Email _____ COS Business License # _____ State Business License # _____

I certify that I have read this application and declare under penalty of perjury that the information contained herein is correct and complete. I am either the owner of the property described or I represent the owner or contractor as signified above and am acting with the owner/contractor's full knowledge and consent.

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX B: Checklist

Please submit the materials required in the following checklist.

## Technical Requirements:

- Submit a scale drawing of the site of the proposed Authorized Drainage Facility, showing the following:
  - ✓ Lot boundaries drawn to scale and labeled with lot dimensions
  - ✓ Location of all streets or alleys abutting the parcel
  - ✓ Location of all structures on the property, and dimensions of the structures
  - ✓ Location and dimensions of stormwater system, marking the connection to Port Stormwater Facilities
  - ✓ Length, size, slope, and pipe material
  - ✓ Easement locations
  - ✓ All surface features including trees, landscaping, mailboxes, sidewalks, driveways, light poles, curb and gutter, ditches, structures, and any other surface features located within 10 feet each side of the stormwater system
  - ✓ All underground utilities including sewers, power, cable, phone, water, and any other underground utilities located within 10 feet each side of the stormwater system
- Provide engineer's calculations showing that the flow volume will not exceed capacity of Port Stormwater Facilities downstream to outfall.

## Other Requirements:

- Provide proof that all necessary permits, easements and permissions have been obtained in conjunction with or prior to submittal of this Application.
- Payment of fees.
- Provide Stormwater Pollution Prevention Plan (SWPPP), which must include the following. Applicant may use the Port's SWPPP template, which may be requested from the Utility Director:
  - ✓ The name and contact information of the Applicant
  - ✓ The name(s) and contact information of the owner(s) of the property and responsible party(ies) from which the stormwater discharge is existing or proposed, if different than the Applicant
  - ✓ A map showing the location of the existing or proposed Authorized Drainage Facility, as well as storage locations and mechanisms for ensuring that pollutants will not enter the Port Stormwater Facilities
  - ✓ A narrative description of pollution prevention and good housekeeping measures on the discharging property to prevent the contribution of pollutants to the Port Stormwater Facilities