

TOWN OF STONINGTON

PUBLIC WORKS DEPARTMENT



PUBLIC STORM DRAINAGE CONNECTION PERMIT APPLICATION

PERMIT NO. _____

APPLICANT _____

PROPERTY ADDRESS _____

PROPERTY OWNER _____

(if not the same as the applicant) _____

CONTACT # _____

EMAIL ADDRESS _____

TYPE

☐ Grandfathered Private Drainage Connection

☐ New Private Drainage Connection

☐ Grandfathered Over Land Private Drain

☐ New Over Land Private Drain

Briefly describe the need for the connection and why there are no other reasonable means of onsite disposal for this discharge

PLEASE ANSWER THE FOLLOWING QUESTIONS

Is the proposed connection hooked up to a sump pump/footing drain/other? _____

Are easements needed from other properties to install the connection? (Y/N) _____

If so, has copies of the recorded easements been provided with this application? (Y/N) _____

Is the proposed connection for a single family residence (Y/N) _____

(If not, please provide additional information on the drainage area of the system) _____

NOTES

- 1) An Excavation or Right of Way Permit still needs to be filled out for any digging in the Town's right-of-way
- 2) Please refer to Section 8 of the Public Storm Drainage Connection Policy for information which discusses the permit duration

Applicant's Signature

Date

The bottom section is to be filled out by the Public Works Department

Check box

Has a sketch been provided pursuant to the Public Storm Drainage Connection Policy ☐

Has a copy of the recorded covenant been provided with this application? ☐

☐ APPROVED

☐ DENIED

CONDITIONS OF APPROVAL

REASONS FOR DENIAL

Director of Public Works or Designee

Date

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Public Storm Drainage Connection Covenant

_____ (Owner's Name), having an address of _____
in Stonington, CT, has submitted an application dated _____, to the Town
of Stonington's Department of Public Works for a Right-of-Way Permit to authorize
connection of a (private drainage connection/over land private drain)(circle one) to the
Town of Stonington's public storm drainage system, as shown on the attached plan
entitled " _____", dated _____, prepared
by _____. The proposed drainage conduit will be located within
the Right-of-Way of _____ (street/road).

As a material inducement to the Department of Public Works to issue such a Right-of-Way Permit, the undersigned covenants and agrees to the following conditions prior to the issuance of such a Permit.

1. The terms and conditions of this Covenant include not only those contained within the language of this Covenant, but also include by reference the terms and conditions of the Right-of-Way Permit issued authorizing the connection as well as the terms and conditions set forth by the Town of Stonington's Public Storm Drainage Connection Policy, adopted by the Town of Stonington on June 30, 2010.
2. The undersigned understands and agrees that the Town of Stonington retains all rights, title and interest in and to the right-of-way area referenced above. To the extent that the activities of the Town of Stonington disturb any of the proposed drainage connection constructed by the undersigned in accordance with the Right-of-Way Permit, the Town of Stonington shall be obligated solely to replace and restore in kind the disturbed portion of the drainage connection to the condition in which it existed prior to the disturbance, and shall have no obligation to replace or restore other connection material in the right-of-way outside of that portion disturbed by actions of the Town. In the event that the structure to which the proposed connection is made in accordance with the Right-of-Way Permit is abandoned or relocated, the Town shall not be obligated to extend or modify the existing conduit to provide connection to another structure or the relocated structure. The undersigned releases the Town of Stonington (including all officials, contractors, agents and employees), from and against any claims for losses, costs, damage to personal property, death or personal injuries incurred by or asserted against the Town of Stonington as a result of the exercise by the Town of Stonington of any of its rights within the right-of-way area, except to the extent that the Town of Stonington does not perform its obligations under this paragraph or otherwise acts in a grossly negligent manner.
3. The undersigned agrees that the terms of this Covenant shall be conditions precedent to the effectiveness of the Right-of-Way Permit, and in the event the undersigned fails to comply with these terms and conditions at any time,

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Public Storm Drainage Connection Covenant

the Right-of-Way Permit shall be deemed void and of no force and effect, and the drainage connection constructed in accordance with such Permit shall no longer be a validly authorized connection (unapproved connection) and shall be removed by the undersigned within thirty (30) days of receipt of written request to do so.

4. The undersigned agrees to allow representatives of the Town of Stonington to enter onto his/her property for the purpose of inspecting the complete drainage connection and ensuring compliance with the terms and conditions of this covenant before, during, and after the connection is installed.
5. The undersigned agrees that the permitted connection/system will be used solely for the disposal of uncontaminated storm water and/or groundwater, and at no time will the permitted connection be used for the disposal of any other material. The Town intends to randomly select a certain number of authorized connections in Town each year so that we can sample the discharge to insure that this provision is strictly adhered too.
6. The undersigned agrees to have a functioning backflow prevention device which is to be located off of the Town's right of way. The undersigned further agrees to hold the Town harmless for any damage to private property resulting from a faulty backflow prevention device.
7. The Town of Stonington bears no responsibility for maintenance of any portion of the connection. Any required maintenance of the connection shall be the sole responsibility of the undersigned. A Right-of-Way Permit shall be required for any maintenance activity to be performed within the Town right-of-way.
8. The undersigned agrees that any modifications made to the connection shall be subject to this covenant and no such modification shall be made without the express written consent of the Director of Public Works or his/her appointed designee.
9. The Town of Stonington reserves the right to require the permanent removal of the connection if it is deemed by the Board of Selectman to be in the best interest of the Town. The undersigned agrees that he/she will, within thirty (30) days of receipt of written request to do so, remove that portion of the connection located within the Town right-of-way and permanently seal off any materials used in conjunction with the connection. The removal shall also include the restoration of that portion of the Town right-of-way disturbed by the removal to the condition of that area prior to the disturbance. The cost for this removal shall be the sole responsibility of the undersigned.

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10. The Town of Stonington reserves the right to temporarily or permanently disconnect the previously approved connection from the Town right-of-way without supplying the undersigned with advance notice if, in the opinion of the Director of Public Works or his/her appointed designee, the connection poses an immediate threat to public safety, public health, or natural resource.
11. This Covenant executed under seal as of this day of , 20__ , shall be binding upon the undersigned and its successors and assigns.

Applicant's Signature

Date

NOTARY PUBLIC CERTIFICATION

On this the ____ day of _____, 20 before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to in this instrument and acknowledges that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

(Signature)

(Print Name)

Commission expires _____