

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands**

**OPEN WATER DISPOSAL SITE USE AUTHORIZATION NO. 20-521000**

The STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called State, does hereby permit the CORPORATE APPLICANT (Grantee), a Washington State Municipal Corporation, to use certain lands owned by the state of Washington situated in A Washington County and designated as follows:

That area encompassed within a 600 foot radius of a point which is 47.98083 North Latitude and -122.279 West Longitude (1983 North American Datum), also known as the Port Gardner non-dispersive VTS open water disposal site.

**SECTION 1 TERMS**

**1.01 Term.** This use authorization shall be effective on July 15, 2015, and will expire at 11:59 pm on February 15, 2016, or as otherwise specified herein.

**1.02 Renewal.** State may extend this use authorization upon whatever terms and conditions it may prescribe, providing an extension is in the public interest.

**1.03 Cancellation.** This use authorization may be suspended or terminated for violation of any of the terms stated in this use authorization or any amendments thereto or if such action is found to be in the public interest.

**1.04 Termination.** This use authorization shall terminate upon the expiration, cancellation, or suspension of State's shoreline permit authorizing the site. If State does obtain a renewed shoreline permit for said site, this use authorization may be reinstated upon terms then in effect, but shall include any additional application fees associated with increased costs for management of the site. This use authorization or reinstated use authorization will terminate upon the use authorization expiration date shown above.

**SECTION 2 USE OF PREMISES**

**2.01 Permitted Use.** Grantee shall have non-exclusive use of the premises only for the disposal of approved dredged material of a volume not to exceed 100,000 cubic yards, as authorized by federal, state, and local regulatory agencies, and as specifically described in US Army Corps of Engineers Permit No 201501234 for Project Name. This volume will be determined based on pre- and post- dredging site measurements using procedures established by

State. If such procedures are not established by State, then volume will be based on the barge volume times the number of trips to the site.

**2.02 Positioning.** Grantee, its contractor, or operator shall fix and record exact position (latitude and longitude to the nearest one-thousandths of a minute) at the initiation and completion of discharge and shall concentrate the dumping of material at the center of the site, unless otherwise specified. The vessel's position shall be fixed by using a global positioning system (GPS), the Coast Guard Puget Sound Vessel Traffic Service (PSVTS), Radar, LORAN-C, SATNAV, or any other methods approved by State. Grantee, its contractor, or operator shall also record the reading on the vessel's fathometer at the time of discharge of the material. In areas where the Coast Guard PSVTS is available, Grantee, its contractor, or operator shall notify PSVTS ("Seattle Traffic" on VHF-FM Channel 14) prior to arriving at the disposal site and shall obtain US Coast Guard notification that the barge is on site at the time of dumping. If such notification is not received the material shall not be dumped. Position and fathometer recordings shall be made on Disposal Site Use Report forms (see Subsection 4.02) provided by State.

**2.03 Cleanup.** All floatable debris coming from material disposed of at the site shall be collected and disposed of on land by Grantee. Grantee shall comply with all federal, state, and local laws, regulations, rules or ordinances in disposing of any such debris.

**2.04 Other.** From time-to-time, if it is determined that additional environmental conditions or benefits to the public are necessary, State reserves the right to amend this use authorization to include such conditions.

**2.05 Disposal Method.** All disposals of approved dredged materials shall be done in accordance with the specifications set forth in the Plan of Operations (Attachment A). In addition to any requirements described in the Plan of Operations, Grantee must only use bottom dump barges to dispose of the approved dredged material at this site. Use of any type of barge other than a bottom dump barge is prohibited, unless expressly approved in a separate writing by the State before the commencement of any disposal activity.

## SECTION 3 PAYMENT

The payment of these fees to State is the essence of this use authorization, and the same shall be, and is, a condition precedent to the execution and continuance of this use authorization or any rights thereunder.

**3.01 Minimum Fee.** Grantee shall pay State a fee of \$2,000.00 or \$0.45 for each cubic yard dumped, whichever is larger as provided in WAC 332-30-166(9) or as hereafter amended, with the initial \$2,000.00 per permit being a minimum nonrefundable fee.

**3.02 Payment.** The payment of the minimal nonrefundable fee to State is a condition precedent to the execution of this permit. Failure to pay any required fees in addition to the

nonrefundable fee shall be grounds for termination or suspension of the permit. Payment is to be made to the Department of Natural Resources, Financial Management Division, PO Box 47041, Olympia, Washington 98504-7041, in the following manner:

\$2,000.00 is due and payable at time of application. Additional payments, as provided by Subsection 3.01; if any, due monthly not more than thirty (30) days after completion of each calendar month's dredging. Payments to be based on either actual amounts dumped or estimates based on barge volume.

**3.03 Records.** Grantee shall keep an accurate record and account of all materials deposited at the above described site, including but not limited to those records required by Section 2.02 of this use authorization on the Disposal Site Use Report (see Subsection 4.02). State shall be allowed to inspect and audit books, contracts and accounts of Grantee to determine whether State is being paid the full amount payable to it for the disposal of such material, and to ensure that the material discharged at the open water disposal site originated at an approved dredging site.

**3.04 Application Fee Adjustments.** The fees stated herein may be reviewed and adjusted annually or more often as needed in accordance with WAC 332-30-166(9) as enacted and as hereafter amended.

## SECTION 4 REQUIREMENTS

**4.01 Notification.** Grantee shall observe the completed Plan of Operation (Attachment A) submitted in writing to State at least five working days in advance of first use. State must be notified of, and approve any changes in the Plan of Operations at least twenty-four (24) hours before the changes are implemented. Notification by Grantee, and subsequent approval by State, may be made verbally. However, the verbal notification must be followed by submission of a revised Plan of Operation within five (5) working days. State shall be notified by telephone at (360) 902-1735, twenty-four (24) hours prior to each startup of dredging operations. Grantee also shall notify State by letter immediately upon completing use of the site.

**4.02 Disposal Site Use Report.** The tug captain shall fill out a Disposal Site Use Report (provided by State) at the time of each disposal event. It is the responsibility of Grantee to ensure that the completed forms are forwarded to State at the completion of each week's disposal operations.

**4.03 Volume Reporting.** Within twenty (20) days of completing dredging operations for a calendar month, Grantee shall forward a summary of that month's disposal information to State. The summary shall include the volumes of material deposited at the site or volumes estimated from barge volume, and shall be provided on a Monthly Disposal Statement form provided by State.

**4.04 Compliance.** Grantee shall conform to any applicable law, regulation, permit, or license of any public authority affecting the disposal site premises and the use thereof, and shall correct at Grantee's own expense any failure of compliance created through Grantee's fault or by reason of Grantee's use. If any other permit or license condition changes during the term of this use authorization, those changed conditions shall apply to Grantee.

**4.05 Permits.** Procurement of the necessary permits and licenses, excepting the shoreline permit for the disposal site, shall be solely the responsibility of Grantee.

**4.06 Indemnity.** Grantee shall indemnify and save harmless State, its employees, officers and agents from any and all liability, damages (including environmental damages, damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs, fees (including attorneys' fees and costs), penalties (civil or criminal), and response, clean-up, and habitat restoration costs assessed, imposed or incurred as a result of the use, occupation or control of the site by Grantee's employees, agents, assigns, contractors, subcontractors, licensees, or invitees. This indemnity shall not extend to liability arising solely out of the willful or grossly negligent act of State or State's agents.

**4.07 Damages.** In addition to other remedies available to it under the law, State may charge Grantee a fee of \$5.00 per cubic yard for all dumping not in conformance with the use authorization, WAC 332-30-166 or other statute, rule, regulation or ordinance governing the activity, including, but not limited to, materials not approved for open water disposal, failure to give proper notification, dumping without valid permits and/or dumping outside the disposal zone.

**4.08 Shoreline Permit.** This Open Water Disposal Site Use Authorization is subject to the conditions contained in the shoreline permit issued for the aforementioned site and any conditions and/or provisions contained therein.

**4.09 Breach.** In addition to any other remedies available, if any condition of this use authorization is violated by Grantee, State may suspend or terminate this use authorization. Any action by a contractor, operator, or agent of Grantee may be imputed to Grantee.

**4.10 Survival.** All obligations of Grantee to be performed prior to the expiration or earlier termination shall not cease upon termination or expiration of this use authorization, and shall continue as obligations until fully performed. All clauses of this use authorization (including but not limited to 4.06 (Indemnity)), which require performance beyond the termination or expiration date shall survive the termination or expiration date of this use authorization.

Grantee expressly agrees to all covenants herein and binds itself for the payment hereinbefore specified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTEE:  
Corporate Applicant

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Authorized Representative  
Corporate Applicant  
1234 N Any Street  
YourCity, WA 98000

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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Kristin Swenddal  
Aquatic Resources Division Manager  
PO BOX 47027  
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