

Sewer Availability Agreement

Section 1 – General Information

Name and address of property owner (hereinafter Owner):

Phone number:

Tax Assessor's Number: _____

Intended use:

Project name: (if applicable):

WHEREAS, Owner desires sanitary sewer collection and treatment from Kitsap County (hereinafter County); and

WHEREAS, County is currently willing and able to reserve and maintain sanitary sewer collection and treatment capacity in accordance with applicable rules, regulations, ordinances, and statutes; and

WHEREAS, Owner is willing to pay County various fees pursuant to County ordinance to reserve and maintain sanitary sewer collection and treatment capacity; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

Section 2 – Residential Equivalent Units

Owner use of the parcel will generate _____ residential equivalent units of sanitary sewage.

Section 3 – Available Fee

If Owner desires to reserve sanitary sewage collection and treatment capacity in the County's sewage system, Owner shall pay a monthly sewer availability fee for reservation and maintenance of the residential equivalent unit capacity stated in Section 2 of this document. The parties have agreed that the sewer availability fee for each residential equivalent unit shall be in accordance with the fee schedule established and modified from time to time by the Board of County Commissioners.

Section 4 – Payment of Sewer Availability Fee

The County shall bill the Owner bi-monthly. Payment is due within thirty (30) days of billing. If payment is not made within sixty (60) days of billing, this sewer agreement becomes null and void.

Section 5 – Application of Fees

That portion of the fee that is applied to debt coverage shall be applied to offset the newcomer's assessment for each residential equivalent unit, provided that connection is made within the time period that this agreement is in effect. The newcomer assessment charged shall be that in effect at the time of connection to the system. If connection is not made during the time that this agreement is in effect, all of the collected fee shall remain with the County.

Section 6 – Time Limits

The following time limits are agreed to by the Owner and County:

- a. Owner shall have ninety (90) days from the time he/she signs and returns this agreement to the County before the first sewer availability fee is billed. If Owner obtains a side sewer permit or elects to terminate this agreement prior to that time, no fee for availability shall be imposed.
- b. This agreement shall be null and void if Owner is more than sixty (60) days delinquent in paying the bi-monthly bill.
- c. When the Owner obtains the side sewer permit associated with a specific residential equivalent unit, the sewer availability fee shall continue to be in effect for sixty (60) days, at which time the fee shall convert to the regular monthly user fee for sanitary sewer service in accordance with applicable County ordinances.
- d. This agreement is in effect for three (3) years from the time of execution and becomes null and void at the end of the three (3) year period. This agreement may be renewed for one (1) year periods thereafter, at the County's discretion.

Section 7 - Assignability

This agreement shall not be transferable to any other parcel(s) or persons. When ownership of a parcel changes, the new owner is guaranteed the number of residential equivalent units specified in Section 2 of the original agreement, so long as the new owner performs the following procedures:

- a. The new owner shall obtain, execute and submit a new agreement within sixty (60) days following the date of purchase.
- b. The new owner shall notify County the new agreement is a result of change in ownership.

The original agreement shall be terminated on the date of sale. Any fees accumulated on the original agreement shall remain with County. Any segregation, combination, lot line adjustment, or other action affecting the integrity of the subject parcel and occurring before approval of the new agreement, will render the guaranteed status of the residential equivalent unit(s) void.

Section 7a – Segregation / Combination Event

In the event of segregation, combination, lot line adjustment or other event affecting the integrity of the parcel, the resulting parcel(s) is guaranteed the number of residential equivalent units specified in Section 2 of the original agreement, so long as the owner performs the following procedures:

- a. The owner shall obtain, execute and submit a new agreement for the resulting parcel(s) within sixty (60) days of the event. One agreement shall be submitted for each parcel.
- b. The new agreement(s) shall be accompanied by a "Segregation Certificate for Sewer Availability". The certificate instructs County to distribute the guaranteed residential equivalent units among the resulting parcel(s). Any fees accumulated on the original agreement will follow the residential equivalent units. One certificate is sufficient for each event.

The original agreement shall be terminated upon execution of a new agreement pursuant to Section 7a, above. The total number of guaranteed residential equivalent units shall not exceed the total number of residential equivalent units on the original agreement.

Section 8 – Modifications of Contract

This contract may be modified to change residential equivalent units reserved provided the County has the system capacity available, and the Owner pays the sewer availability fee retroactive to the time of execution of original agreement.

Section 9 – Duty of County

County shall reserve and maintain collection and treatment capacity in the County's sanitary sewer and collection system for the number of residential equivalent units specified in this agreement, so long as:

- a. The Owner pays the sewer availability fee when it is due.
- b. Customer abides by the rules, ordinances, regulations, and statutes concerning sanitary sewage.

Section 10 – Conditions for Connection

All lines must gravity flow into County main lines or approved pressure connection. All lines and appurtenances must be installed in accordance with County regulations and specifications and conform to the Comprehensive Land Use Program.

The County may terminate this agreement if sewer service is no longer available due to a change in the law or zoning. The County will refund the applicant the sewer availability fee with 5% interest, calculated on a per annum basis.

Section 11 – Agreement Termination

The Owner may terminate this agreement at any time by submitting in writing a request to terminate the agreement with the effective date noted. Termination of this agreement does not entitle the Owner with reimbursement of any fees paid.

EXECUTED this _____ day of _____, _____.

Owner: _____ Owner: _____

EXECUTED this _____ day of _____.

Kitsap County, Senior Program Manager, Sewer Utility Division
