Fisherman Bay Sewer District

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Lopez Island, WA 98261
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APPLICATION, AGREEMENT, AND SEPTIC TANK FACILITY PERMIT FOR CONNECTION TO SEWER SYSTEM

PERMIT NO. _____
DATED _____

1. **APPLICANT'S NAME (PROPERTY OWNER): _____**

2. **APPLICANT'S ADDRESS: _____**

   _____TELEPHONE #: _____

3. **PROPERTY DESCRIPTION on which sewer facilities are to be installed (attach legal description):**

   _____

   _____

   TAX PARCEL # _____

4. **APPLICATION: The undersigned property owner ("Owner") makes application to the Fisherman Bay Sewer District of Lopez Island, Washington, ("District") for a permit to connect existing or planned septic tank facilities as described in Section 5 below ("Septic Tank Facilities") located on the above-described property ("Property") to the District's sewer system. If it is necessary to install a sewer main line to serve the Property, Owner may, with the approval of the District, install such line under a developer extension agreement with District.**

5. **SEPTIC TANK FACILITY: The materials and equipment constituting the Septic Tank Facilities shall consist of the following:**
   Septic tank with risers and lids; pump installed in the discharge side of septic tank with electrical switches and control panel; 1 ¼" inch (or other size if approved by District) discharge line for discharge of effluent from the Septic Tank to District sewer main; and all appurtenances.

6. **DESCRIPTION OF USE:**
   Septic Tank Facilities shall serve (check one):
   - **a. _____ single family residence or _____auxiliary building**
     - **# of square feet of residence _____**
     - **# of bedrooms _____**
     - **# of bathrooms _____**
     - **# of auxiliary buildings containing plumbing _____**
     - **# of square feet each auxiliary building with plumbing _____**
   - **b. _____ multi-family residence**
     - **# of structures _____**
     - **# of residential units _____**
     - **# of square feet each residence _____**
     - **# of bedrooms per unit _____**
     - **# of bathrooms per unit _____**
     - **# of auxiliary buildings containing plumbing _____**
     - **# of square feet each auxiliary building w/plumbing _____**
     - **Laundry facilities provided other than in individual units?**
       _____ yes _____ no
   - **c. _____ commercial establishment**

- **# of structures _____**
- **# of units _____**
- **# of bathrooms _____**
- **# of kitchens _____**
- **Restaurants:**
  - **Total seating capacity _____**
  - **# of meals served per day _____**
  - **Which meals will be served? _____**

7. **DESIGN & SPECIFICATIONS: The design and location of the Septic Tank Facilities shall be subject to the District's review and approval and shall comply with District's specifications.**

8. **OWNERSHIP & RESPONSIBILITY: The Septic Tank Facilities and connecting line from Owner's residence thereto shall be and remain the property and sole responsibility of Owner. District shall have no obligation to Owner except as expressly set forth herein.**

9. **INSTALLATION & UPGRADES: Unless the District agrees otherwise, Owner shall install the Septic Tank Facilities. If the Septic Tank Facilities have already been partially or fully constructed, District shall have the right to inspect them and require upgrades if it deems necessary to comply with District standards and specifications. Regardless of who performs the installation or upgrades, all such costs shall be borne by Owner. If the District performs the installation or upgrades, then the cost to the Owner shall be District's labor cost plus 15%. District will inspect the installation of the Septic Tank Facilities and upgrades to ensure compliance with District's standards and specifications and may require correction of deficient work. The Septic Tank Facilities shall be located as set forth on a drawing showing the location of buildings on Owner's Property and Septic Tank Facilities which shall be attached to this application. The District will make the connection of the Septic Tank Facilities to the District's sewer main. The Septic Tank Facilities may not be relocated or altered without District's prior written consent.**

10. **FEES AND OTHER CHARGES: Owner shall pay the following amounts as a condition to the granting of this application and approval of installation of the Septic Tank Facilities:**
    a. **<u>Application</u>**
    $300.00 per structure to be connected to cover standard administrative costs and costs of inspecting the Septic Tank Facilities and the physical connection to the District sewer system; in the event of non-compliant work or extraordinary circumstances requiring unanticipated inspection services by District, additional inspection fees may be charged.
    This fee is due at time of submittal of application.

    b. **<u>Connection Fee</u> (General Facilities Charge)**
    $10,162.00 per equivalent residential unit (ERU) for each single family residential service or equivalent based on peak use as estimated by the District. If Owner's property was previously assessed in District's utility local improvement district, Owner shall be credited with the dollar amount charged as shown on said final assessment roll without interest. The District may adjust its estimate of peak use if actual use exceeds the estimate, in which case additional facility charges shall be due and payable in accordance with the District's rate schedule. This fee is due upon approval of this application and prior to commencement of any construction.

    c. **<u>Cost of Equipment and Labor</u> (if applicable)**
    The cost of equipment, labor and materials to install, repair or replace the Septic Tank Facilities, plus a 15 % administrative charge.

    d. **<u>Maintenance and Operation</u>**
    After initial connection to District, all maintenance and operation charges are due and payable by the end of the month of billing. Billings are done the first of the month following the month of service. A maintenance and operation charge shall be paid monthly to District by Owner as follows:
    - **Single family residences with three bedrooms or less shall be charged a rate of $91.00 per month (including $5.00 debt service surcharge) per residence based on the District's rate schedule presently in effect, which amount is subject to change from time to time. The District's rates and charges may be adjusted at any time in the sole discretion of the District without notice. See Master Rate Schedule on our website for additional residential rates.**
    - **Commercial developments, additions, or multiple residential structures without meters shall be assigned a flat rate based on ERU and estimated peak usage. This development has been**

initially determined to be equivalent to _____ residential units. Such amount may be adjusted as determined by District.

- **Commercial developments, additions, or multiple residential structures with meters shall be charged the following, based on the District's rate schedule presently in effect, which amount is subject to change from time to time. The District's rates and charges may be adjusted at any time in the sole discretion of the District without notice.**
  - **$_____ for each gallon of usage per month**
  - **$_____ Commercial Flat Base Fee, per month**
  - **$_____ Commercial Capacity Base Fee, per month, per ERU**

e. <u>Surcharges</u>

After initial connection to District, in addition to the District's regular rates, surcharges are also due and payable by the end of the month of the date of billing. Billings are done the first of the month following the month of service. Surcharge presently in effect shall be paid monthly to District by Owner as follows:

- **Debt Service Surcharge**
  Single family residences and commercial developments shall be charged $5.00 per month per ERU.

All surcharges are subject to adjustment as determined by District.

f. <u>Additional Expenses after Acceptance of the System</u>

Should District incur any expenses above and beyond normal maintenance operations, these expenses shall be the responsibility of Owner and are due within thirty (30) days of billing.

11. MAINTENANCE, PUMPING, REPAIRS, & UPGRADES: After connection to the District's sewer system, the Septic Tank Facility shall remain the property and responsibility of the Owner and is subject to inspection by District personnel as required from time to time. Neither Owner nor any other party shall tamper with or do any work of any kind on or in connection with the Septic Tank Facility without the prior specific approval of the District Superintendent. District shall provide routine pumping and maintenance of the Septic Tank Facility in accordance with its policies. Owner shall pay for the cost of septage pumping and disposal when a restaurant is located on the property, when the Septic Tank Facilities are found to be in an overused condition or as otherwise required by District. When District determines that the Septic Tank Facilities do not properly function, become undersized in relation to their use, are damaged regardless of cause, wear out, or otherwise require repair, all repairs, replacements and upgrades specified by District shall be performed at Owner's sole cost. All work shall be subject to District's approval and inspection. District may elect to perform the work or require Owner to do so. If Owner fails or refuses to perform the work after request by District, District may perform the work all at the cost of Owner plus 15%.

12. COMPLIANCE WITH REGULATIONS: Owner agrees to not damage, disturb or in any manner interfere with the Septic Tank Facility in any way. Owner agrees to comply with all District regulations presently in place or hereafter adopted with respect to the use, maintenance, care and operation of the Septic Tank Facility and District sewer system. Owner shall not connect any surface, gutter or storm water drains, nor permit any deleterious or foreign substances, or sewage from any other property, except to the extent permitted by District, to enter the Septic Tank Facility in any manner whatsoever.

13. EASEMENT

Upon acceptance of this agreement by District, Owner agrees to grant and convey to District a sewer system easement for the purpose of construction, operation, maintenance, repair, replacement and making additions to underground utility pipelines, septic tank, pump sump, effluent pump, and all appurtenances thereto, together with the right of ingress and egress to and from said easement for all purposes necessary and related thereto (form will be provided by the District). This form must be executed and delivered to District before Septic Tank Facility is staked in the field.

14. SEPTIC TANK FACILITIES LICENSE

Upon completion of the Septic Tank Facility and discharge line by Owner and acceptance by District, Owner agrees to release and relinquish the custody and control and use of such facilities to District (form will be provided by District). This form must be executed and delivered to District before service is connected.

15. TRANSFERABILITY

The permit issued in conjunction with this agreement is issued to and runs with the Property. The permit is not transferable to any other parcel.

16. **TERM OF AGREEMENT**
This permit shall automatically expire one year from date of issuance. Said permit may be renewed in the discretion of District for reasonable cause.

17. **WARRANT OF AUTHORITY**
The undersigned Owner(s) warrant that they constitute the owners of the Property and, upon District request, agree to provide evidence of title such as a title insurance policy establishing to the satisfaction of District that the parties executing this application constitute the owners of all the Property and have the authority to execute this agreement with respect to said real property.

18. **HOLD HARMLESS / INDEMNITY: Owner hereby agrees to indemnify, defend and hold District harmless from any injury or damage arising or resulting from operation of the Septic Tank Facility except as may be caused by the sole and specific act or neglect of District, its agents and employees. District shall be released from and not be liable for damages which Owner or any other party may suffer by reason of interruption of sewer service or failure of the Septic Tank Facility to operate by reason of accident, acts of third parties, or any other cause beyond the District's control.**

19. **LIEN STATUS: Owner agrees that all charges due hereunder, including but not limited to all amounts incurred by District in installing the original or upgraded/enlarged Septic Tank Facility are "sewer connection charges" within the meaning of RCW 57.08.081 and, in addition to sewer service charges that come due hereafter, District shall have a lien therefore, to include the cost of reasonable attorney's fees, title report and court costs, upon the Property upon the filing of a Certificate of Delinquency. Such lien shall be senior to all liens and encumbrances except the lien for general taxes and may be foreclosed in the manner authorized by law.**

20. **MISCELLANEOUS: The parts of this document which constitute an agreement represent the entire agreement of the parties hereto and may only be amended in writing by a mutually executed document duly approved by District's Board of Commissioners and Owner. This Agreement shall be governed by the laws of the State of Washington and in the event of any dispute hereunder, venue and jurisdiction shall lie in the San Juan County Superior Court. The prevailing party in any such action, as determined by the Court, shall be entitled to recover its reasonable attorney fees from the other party. This agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.**

21. **APPROVAL: This Application must be approved by Resolution of the Board of Commissioners of Fisherman Bay Sewer District. This Permit may be revoked if, in the sole discretion of the District, property owner does not exercise diligence in connecting the property to the District's sewer system.**

Dated at _____, Washington, this _____day of _____, 20___

_____	_____
Owner signature	**Additional Owner signature**
_____	_____
PRINT name of Owner	**PRINT name of Additional Owner**
_____	_____
Owner address	**Additional Owner address**
_____	_____
Owner phone number	**Additional Owner phone number**

DATE APPROVED _____ **DATE EXPIRES _____**

BY: _____ **Fees Paid: $ _____**
For Fisherman Bay Sewer District **Application Fee**

$ _____
Connection Fee