

Water and/or Sewer Facility Contract

THIS AGREEMENT entered into this date by and between the Town of Friday Harbor, hereinafter called "Town", and _____, hereinafter called "Owner",

WITNESSETH:

WHEREAS, the Town has by resolution adopted by the Town Council of the Town of Friday Harbor on the _____ day of _____, 20____, approved the construction of water and/or sewer facilities by the owner to a certain tract of land hereinafter described;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Owner shall construct at his own expense the water and/or sewer facility extension as per plan attached hereto, marked Exhibit A and incorporated herein by reference as though fully set forth. Said facility shall be constructed in accordance with the ordinances of said Town in effect governing the construction and specifications for facilities of such type, and subject to the approval of the Town Engineer or his agent.
2. For a period of _____ years from date hereof, any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference as though fully set forth.
3. Upon completion of construction of the extension and its acceptance by the Engineer of the Town, the facility shall become a part of the municipal system of the Town of Friday Harbor. Maintenance and operation costs of said lines and facilities after acceptance shall be borne by the said municipality.
4. No person, firm, or corporation shall be granted a permit or be authorized by the Town to connect into or use any such facility, or extensions thereof, during the period of time prescribed in paragraph (2) of this contract without first paying to the Town, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibit B. All amounts so received by the municipality shall be remitted to the owner or assignee within sixty (60) days after the receipt thereof.

5. Whenever any connection is made onto the facility described in Exhibit A under this contract without such payment having first been made in accordance with Exhibit B, the Town may remove or cause to be removed, such unauthorized connection and all connecting lines or pipe located in the facility right of way, and dispose of such material removed without any liability whatsoever.
6. Owner hereunder is an independent contractor and not an agent or employee of the Town.
7. Owner agrees to pay to the Town an administrative fee of ten percent (10%) of all reimbursements collected by the Town on behalf of the owner.

DATED at Friday Harbor, Washington, this _____ day of _____ 20____.

Owner

Mayor

Attest:

Town Clerk

Exhibit A, contemplated under paragraph I of the contract, is a detailed plan of the facility, together with a description of the property to which the extension will run in order that when recorded in the Auditor's office it might be proper notice to intervening property owners.

Exhibit B, under paragraph II is an itemized cost of construction schedule set up against the tract of land served as well as each parcel of land intervening in order that the owners of the intervening land tapping on the line will know with certainty the amount of their necessary contribution without question or argument.

Both Exhibits A and B would be prepared by the contractor and approved by the Town Engineer before execution of the contract.