

**CITY OF BAINBRIDGE ISLAND AND KITSAP COUNTY SEWER DISTRICT NO. 7
INTERLOCAL AGREEMENT FOR WASTEWATER TREATMENT**

THIS AGREEMENT is made and entered into this 29th day of march, 2007, by and between the CITY OF BAINBRIDGE ISLAND, Washington ("City") and KITSAP COUNTY SEWER DISTRICT NO. 7, Kitsap County, Washington ("District"), both municipal corporations of the State of Washington.

RECITALS

A. The District operates a wastewater treatment plant that serves a portion of the south end of the City.

B. By interlocal agreement dated October 3, 1997, the District reserved for the City and accepted for treatment 80 equivalent residential units ("ERUs") of capacity in the District's wastewater treatment plant for the purpose of reducing existing water pollution problems in the Lynwood Center area of the City.

C. By amendment dated August 8, 2002, the District and the City amended the 1997 interlocal agreement to clarify the monthly service charge to be paid per equivalent residential unit.

D. By interlocal agreement dated September 24, 2003, the District and the City entered into a new interlocal agreement, which acknowledged the existing reservation of 80 ERUs for the Lynwood Center area and reserved for the City 231 additional residential connections upon creation of the proposed south end sewer local improvement district, plus 19 additional residential connections for use as determined by the City.

E. The City created the south end sewer local improvement district ("LID 20") and constructed the sewer improvements therein, thereby utilizing the sewer connections authorized by the 2003 interlocal agreement.

F. Policy SSP 2.3 of the Water Resources Element of the City's Comprehensive Plan establishes the sewer service area for the south end of the City, and provides that "emergency service or other minor modifications [to that service area], which are within the existing sewer facility capacity, may be allowed with the approval of the City Council."

G. On March 22, 2006, the City Council adopted policies for sewer service in the south end. To implement those policies consistent with the Comprehensive Plan, particularly policy SSP 2.3, the Public Works Department on April 3, 2006 adopted Administrative Procedure 2.14, entitled "South Island Sewer Connections." Among other things, Procedure 2.14 provides that the provision of sewer service to certain land located adjacent to Lynwood Center and LID 20 and characterized as "open space residential" meets the "minor modification" criterion of Policy SSP 2.3. The District is constructing a Phase II addition to its wastewater treatment plant, which will provide sewer service to the areas in the south end not currently served, as identified in the City's South Island Facilities General Plan and Engineering Report (December 2001).

H. The City has requested the District to provide 150 additional ERUs to serve Lynwood Center, LID 20 and Adjacent "Open Space" Residential areas as shown on the attachment to Procedure 2.14 entitled "Figure 1- South Island Sewer Connections."

I. The District desires to provide 150 additional ERUs as requested by the City, which reservation of capacity in the District's wastewater treatment plan is consistent with the District's comprehensive plan and resolutions.

J. In order to provide the additional 150 ERUs, and because many provisions of the 2003 interlocal agreement have been fulfilled or are no longer applicable, the parties desire to enter into a new interlocal agreement regarding the treatment of wastewater and the payment of connection and service charges for the south end of the City.

AGREEMENT

The parties agree as follows:

1. Reservation of Service and Acceptance for Treatment—Lynwood Center. The City has paid connection fees for, and the District shall accept for treatment the wastewater of 80 ERUs in the Lynwood Center area of the City, as described in Section 4 of City Ordinance No. 2001-43 (SSP 2.3 of the Water Resource Element of the City's Comprehensive Plan, Figure 2B) ("Lynwood Center Area"). The 80 ERUs are allocated in accordance with **Exhibit A**. An ERU shall be the equivalent of one "residential connection." The City may authorize the transfer of any or all of the 80 ERUs among the parcels within the Lynwood Center Area. Within 30 days of an ERU transfer, the City shall give notice of the transfer to the District.

2. Reservation of Service and Acceptance for Treatment—LID 20 and South Island Sewer Area. In addition to the wastewater treatment service reserved and wastewater accepted for treatment under Paragraph 1 of this Agreement, the City has paid connection fees for, and the District shall accept for treatment the wastewater from 231 residential connections in the LID 20 area (Blakely School shall be allocated 14 of the 231 residential connections), and 19 additional residential connections in the City sewer service area for the South End, as described in Section 4 of City Ordinance No. 2001-43 (SSP 2.3 of the Water Resource Element of the City's Comprehensive Plan, Figure 2B), which includes the Lynwood Center area, and as shown on **Exhibit B**. A "residential connection" shall mean a single-family residential unit including its related accessory dwelling unit.

3. Reservation of Service and Acceptance for Treatment—Additional Parcels in Lynwood Center and Adjacent "Open Space" Residential. In addition to the wastewater treatment service reserved and wastewater accepted for treatment under Paragraphs 1 and 2 of this Agreement, the District shall reserve service for the City and will accept for treatment the wastewater of an additional 150 ERUs after October 1, 2007. An ERU shall be the equivalent of a "residential connection." The allocation and use of the additional 150 ERUs shall be determined by the City pursuant to the City's comprehensive plan, and the policies and procedure in City Public Works

Department Administrative Procedure – 2.14 South Island Sewer Connections attached as **Exhibit C**. The City shall pay \$5,991.00 per ERU, which shall be due within 30 days of the date of the connection. Effective January 1 of a year and following 90 days advance notice to the City, the District may increase the connection fee by the same amount of any increase in District connection fees pursuant to RCW 57.08.005(10).

4. Notification of Binding Commitment and Connection. Within 30 days of a binding commitment to an owner for sewer service, the City shall give notice of the binding commitment to the District. Within 30 days of a connection, the City shall give notice of the connection to the District.

5. Service Charges. At execution of this Agreement, the District has a service charge per ERU of \$35.00 per month. The District may amend the monthly service charge to cover changes in operation and maintenance costs, so long as the charge is uniform for class of customer, whether located within or without the District. The District shall not impose a surcharge or similar additional charge due solely to the fact that the customer is located outside of the District. Effective January 1 of a year and following 90 days advance notice to the City, the District may increase the monthly service charge. The City shall pay the monthly service charges for properties served by the District. The District shall send to the City a monthly bill for all service charges, which shall be due 30 days from the date of mailing of the bill. All charges remaining unpaid after 30 days shall bear interest at the rate of one percent per month until paid in full. The City and the District shall maintain appropriate books and accounts regarding the number of connections made and the number of connections available.

6. Sewer Availability. For the 19 connections authorized by paragraph 2 of this Agreement, and the 150 connections authorized by paragraph 3 of this Agreement, a City official may execute a binding commitment letter to such owner with such conditions and terms as the City official shall deem appropriate.

7. Additional Connections. If the District has sufficient capacity in the District's wastewater treatment plant after October 1, 2007 to treat the wastewater from more than the number of ERUs provided for in Paragraphs 1, 2, and 3 of this Agreement, the City and the District may by an amendment to this Agreement reserve capacity for additional ERUs .

8. Meetings. Each year in September, at least one representative of the City and of the District shall meet to discuss issues and matters relating to this Agreement and the District's provision of sewer service under this Agreement including but not limited to the status of authorized connections, increases in and the payment of connection and service charges, and infiltration and inflow in the District's sewer system.

9. Construction and Operation Standards. All City sewer facilities shall be constructed, installed, operated and maintained in accordance with federal, state and local laws and regulations, and City and District policies and procedures. Each party shall cooperate in the development, implementation and administration of pre-treatment procedures and limitations on quality and quantity of wastewater, to the extent necessary to allow the facilities of the City and District to satisfy federal, state and local laws and regulations and City and District policies and procedures.

The City shall operate its facilities in a manner that will prevent the entry of excessive water, turbidity, and grit into the facilities. If the District believes that City wastewater contains substances that will or have damaged the facilities or will or have caused the District's treatment plant to violate federal, state or local laws and regulations, it shall immediately notify the City. If the City agrees that City wastewater has so damaged the facilities or treatment plant, or if an arbitrator or court (issuing a final decision) determines that the City's wastewater has caused such damage, in whole or in part, the City shall pay for the damages it has caused.

10. Operation and Maintenance of Sewer Facilities. The City shall own, operate and maintain the sewer facilities located north of, and including, the manhole in the south 160 feet of the parcel described in AF #9502060195 ("Terminus Manhole"), except the existing meter manhole. The Terminus Manhole is also known as "Manhole No. F-1" in the 1995 plans by A.D.A. Engineering for Lynwood Center Wastewater Pump and Force main attached as **Exhibit D**. The District shall own, operate and maintain the treatment plant, the gravity lines from the Terminus Manhole to the wastewater treatment plant and the meter manhole approximately nine feet north of the Terminus Manhole.

11. Insurance. The District and the City shall maintain in full force and effect comprehensive general liability, public official liability and property insurance policies, with coverage and limits at least equal to the coverage and limits in effect under their respective insurance policies at the execution of this Agreement. Current certificates of insurance for the District and the City are attached as **Exhibits E and F**, respectively.

12. Indemnification. The District shall protect, defend, indemnify and save the City, its officers, employees and agents, harmless from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the negligent acts or omissions of the District, its officers, employees or agents. The City shall protect, defend, indemnify and save the District, its officers, employees and agents, harmless from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees or agents.

13. Mediation. If a party disagrees with an interpretation or application of this Agreement by the other party, the party may file a notice requesting a meeting to discuss the dispute. The meeting shall be held within seven days between two representatives of each party designated by the Mayor and the Secretary of the Board of Commissioners. If the parties are unable to resolve the dispute at the meeting or any continued meetings, they may, by mutual consent, initiate mediation. If the dispute involves the calculation or timing of payment of connection fees or service charges, the City shall pay the amount claimed by the District to the District pending resolution of the dispute. The mediator(s) shall be selected based on expertise in the nature of the matter in dispute and ability to facilitate settlement. The parties agree to provide all documentation and information requested by the mediator(s) and in all other regards to cooperate fully with the mediator(s). If mediation is unsuccessful in providing a mutually acceptable solution to the dispute within 30 days after commencement of the mediation, unless extended by mutual agreement of the parties, the parties may pursue any other form of relief. The costs for mediation shall be equally shared between the parties. Unless arbitration is requested pursuant to Paragraph 14, the City or the District shall pay or

refund, as applicable, the difference between the amount paid by the City and the amount agreed at mediation.

14. Arbitration. Within 14 days after completion of the meeting under Paragraph 13, or after the mediation under Paragraph 13, either party may file a notice requesting arbitration under this Paragraph. If the dispute involves the calculation or timing of payment of charges, the City shall continue to pay the amount claimed by the District to the District pending resolution of the dispute. The parties shall attempt to agree upon a person with appropriate expertise in the subject matter to be arbitrated. If the parties are unable to select an arbitrator, they shall obtain from Municipal Research Services Center the names of five persons who have some expertise in the subject matter to be arbitrated. From the list of five names, the parties will attempt to agree on one person to serve as arbitrator. If the parties are unable to agree on which of the five shall be the arbitrator, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person remaining shall be the arbitrator. The arbitrator shall commence the arbitration hearing as soon as possible. The decision of the arbitrator shall be binding upon the parties and is subject to confirmation and review only as provided in Chapter 7.04 RCW. The arbitrator shall not be empowered to impose any remedy that has the effect of altering the terms of this Agreement. All costs of the arbitration proceeding shall be shared equally by the parties. The City or the District shall pay or refund, as applicable, the difference between the amount paid by the City and the amount awarded by the arbitrator.

15. Litigation Costs. If either party commences litigation against the other party relating to this Agreement, the prevailing party shall be entitled to all costs, including attorneys' fees incurred, relating to such litigation.

16. Notices and Payments. All notices shall be in writing and may be delivered or mailed to the following respective addresses or to such other respective addresses as either party may designate in writing:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, Washington 98110

To the District: Kitsap County Sewer District No. 7
 P.O. Box 400088
 Bellevue, Washington 98015

Notices sent by certified or registered mail shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing. All notices shall be sent to the attention of City Public Works Director and Sewer District 7 District Manager. All payments and bills shall be sent to the attention of City Accounts Payable Division and Sewer District 7 District Manager.

17. Severability. Invalidation of any of the provisions of this Agreement or of any section, sentence, clause, phrase, or word in this Agreement, or the unenforceability of the

Agreement in any circumstance, shall not affect the validity of the remainder of this Agreement or the application of this Agreement in any other circumstance.

18. Amendment. This Agreement shall remain in force until mutually amended or terminated.

CITY OF BAINBRIDGE ISLAND

By 
Mayor

KITSAP COUNTY SEWER DISTRICT NO. 7

By 
President of Board of Commissioners

EXHIBIT A

1. Lynwood Center Building – tax parcel no. 042402-1-014-2004: 14 ERUs.
2. Serenity House – tax parcel nos. 042402-1-002-2008; 042402-1-003-2007; and 042402-1-006-2004: 23 ERUs.
3. Pleasant Beach Village – Auditor’s File No. 3035993: 10 ERUs.
4. Rich Pass LLC – tax parcel no. 042402-1-004-2006 (formerly Pleasant Beach Grill): 10 ERUs.
5. Lynwood Commons – tax parcel nos. 042402-1-078-2007; 042402-1-079-2006; 042402-1-080-2003; 042402-1-081-2002; 042402-1-082-2001 (formerly Blossom tax parcels 042402-1-12-2006; 042402-1-047-2005; 042402-1-048-2004; 042402-1-049-2003 and 042402-1-050-2002): 23 ERUs.

Exhibit B

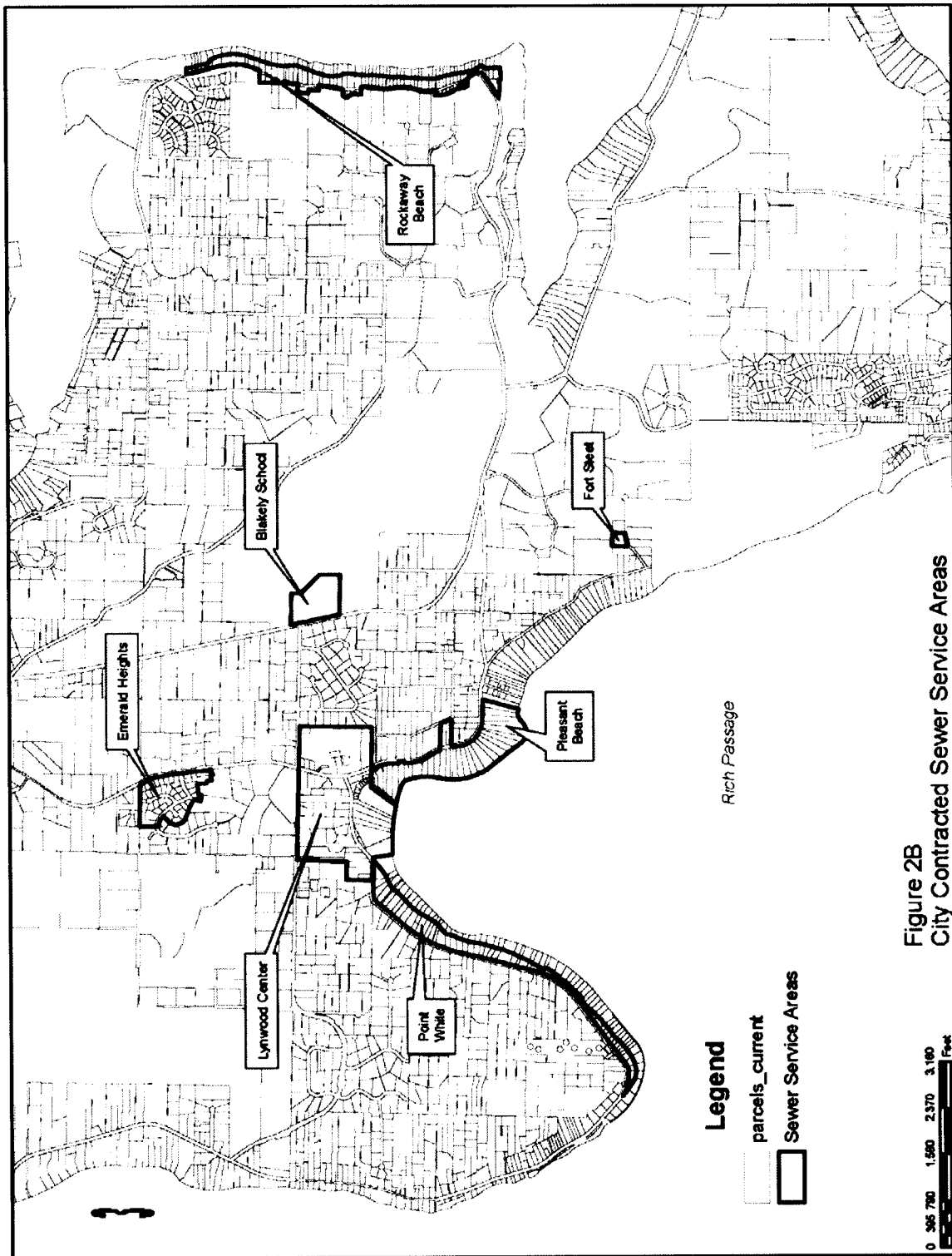



Exhibit C

	PUBLIC WORKS DEPARTMENT ADMINISTRATIVE PROCEDURE	2.14 SOUTH ISLAND SEWER CONNECTIONS
INDEX: 2.0 Direct Services	EFFECTIVE DATE: April 3, 2006	APPROVED: Signature on File

REFERENCES: City of Bainbridge Island Comprehensive Plan, as amended, on file in the Department of Planning and Community Development
Interlocal Agreement between the City and Sewer District No. 7 (SD7) dated October 3, 1997
Interlocal Agreement between the City and Sewer District No. 7 (SD7) dated September 24, 2003
All Interlocal Agreements between the City and Sewer District No. 7 (SD7) that provide for sewer connections in an amount greater than the number of connections defined in the Interlocal Agreement dated September 24, 2003.
Sewer Connection Analysis form, as amended, on file in the Department of Public Works.

POLICY: The policy and priority of the City is to manage the use of available ERUs in a manner that follows the guidance provided in the City's Comprehensive Plan, SD7 policies and resolutions, and this connection procedure. Subject to the availability of ERUs the City shall:

1. Reserve capacity for all requested connections in LID20,
2. Provide sewer service to projects in Lynwood Center that:
 - a. have failing septic systems,
 - b. are used (or planned for) to serve a public need,
 - c. are planned for residential use at densities greater than four units per acre or greater,
 - d. are planned for commercial and mixed use, or
 - e. are planned for residential use at densities of less than four units per acre.
3. Provide sewer service to properties with failing septic systems that are approved by City Council as a "minor modification" to the sewer service area following the guidance in the Comprehensive Plan, and
4. Avoid the creation of a secondary market for unused ERUs.

The above policy statements were approved by City Council on March 22, 2006.

It is required that

1. ERUs are reserved for a single parcel,
2. ERUs may not be transferred, sold, or otherwise committed through a binding legal agreement to an owner of another parcel,
3. Unused or excess ERUs reserved for a parcel may be held for use subject to the City's binding commitment for a reservation of sewer capacity,
4. If requested by the owner, unused or excess ERUs reserved for a parcel may, at the City's option (City would not take possession until a new recipient is identified), be purchased by the City in an amount equal to the sum of all system participation (SD7 connection) and latecomer's fees paid by an owner at the time the ERUs were reserved or allocated by the City, and
5. Owners may utilize ERUs reserved for a parcel in any manner they choose to develop that parcel subject to City, County, and State code, the City's current Comprehensive Plan, the City's current zoning requirements, and plans approved by Planning and Community Development.

DEFINITIONS:

City of Bainbridge Island (City) South Island sewer capacity is defined as the number of Equivalent Residential Units (ERUs) reserved for wastewater treatment as established by interlocal agreement between the City and Kitsap County Sewer District No. 7 (SD7). One (1) ERU is defined as one (1) sewer connection and is based upon the fixture unit values listed on the City's Sewer Connection Analysis form (attached.) Fulfillment of a sewer connection request is defined as the process where the City reviews a sewer availability request and makes available a 30 calendar-day non-binding commitment for sewer service availability.

GUIDANCE:

The City's 2004 Comprehensive Plan Update provides guidance in how sewer service contracted with SD7 should be made available to properties located in the south end of Bainbridge Island. The connection of properties is largely governed by the following Comprehensive Plan policies:

FRW 1.3 (Framework of the Plan) provides guidance on managing population growth on the Island. Winslow is targeted to accommodate 50% of the population growth through the year 2012, Neighborhood Service Centers are targeted to accommodate up to 5%, and the balance of the growth (45%) would be absorbed throughout the remainder of the Island. The Comprehensive Plan intends that, if approved by Kitsap County Health District (KCHD), on-site wastewater treatment can adequately support the 45% population growth target area.

LU 1.3 (Land Use) provides guidance on development density on the Island. The Neighborhood Service Centers of Island Center, Rolling Bay, and Lynwood Center offer small-scale, commercial and service activity outside of Winslow. These Neighborhood Service Centers may be allowed to develop at slightly higher densities to reinforce their roles as small-scale, community centers.

NSC 1.2 (Neighborhood Service Center) establishes the requirements for sewer connections in Lynwood Center. Any new development or expansion of existing development in Lynwood Center will be required to connect to public sewer, when available, or meet other KCHD requirements, when appropriate.

OS 1.7 (Residential Open Space) governs the development of sewer system infrastructure and capacity in residential open spaces. Water or wastewater infrastructure, which may contribute to system capacity exceeding local need, shall not be used to justify development counter to the City-wide land use policies.

SSP 1.1 (Sanitary Sewer On-site Systems) states that “on-site wastewater disposal systems...are a long-range solution to sewage disposal in most areas of the Island”.

SSP 2.1 states that “Public sewer service should be provided for areas designated in the Comprehensive Plan...including the City-contracted service areas of Sewer District 7. Such public sewer service shall not be used to justify development counter to the Comprehensive Plan”.

SSP 2.3 defines the City’s contract sewer service area for the south end of Bainbridge Island and provides guidance for minor modifications to the sewer service area. Emergency service and other minor modifications to the sewer service area, which are within the existing sewer facility capacity, may be allowed with City Council approval.

SSP 2.7 provides guidance for a major expansion of a sewer service area and establishes the criteria to be used to evaluate a service area expansion. A comprehensive plan amendment and City Council approval will be necessary if new sewer service areas are proposed for a new public sewer facility or major expansion of an existing public sewer facility.

BACKGROUND: Available sewer system capacity in South Island is limited by the number of sewer connections that can be made available by SD7. Allocation of available capacity must be managed and planned for in a manner that conforms with the guidance provided in the City’s Comprehensive Plan. That guidance suggests that sewer connection areas in South Island may reasonably be classified into three distinctly different areas based upon different growth

development objectives and different sewer connection decision making criteria. These areas are Lynwood Center, LID20, and Adjacent “Open Space” Residential.

Lynwood Center is a defined sewer service area in the 2004 Comprehensive Plan that falls within one of the three Neighborhood Service Center (NSC) areas that together are targeted for a 5% population growth. This area is defined by the boundaries shown in 2004 Comprehensive Plan Update, Water Element Figure 2B (attached.) This area may be developed at a higher density and requires a connection to public sewer when available for commercial development. Eighty sewer connections were allocated to parcels within this area in an Interlocal Agreement between the City and Sewer District No. 7 (SD7) dated October 3, 1997. Current zoning in Lynwood Center will allow 117 additional residential connections. The commercial portion of the mixed use development in the area zoned NSC/R-2 and NSC/R-12 could add more.

LID20 is a defined sewer service area in the 2004 Comprehensive Plan with a defined number of approved sewer connections. This area is defined by the boundaries shown in 2004 Comprehensive Plan Update, Water Element Figure 2B (attached.) An Interlocal Agreement between the City and SD7 dated September 24, 2003 provides for the treatment of 250 connections for LID20. The number of parcels eligible for connection in the LID area is set at 231. One party opposed the LID formation and filed suit. In an agreement with the City the parcel remains in the LID with a \$0.00 assessment but with no guarantee of a future connection. The remaining twenty connections are available for use in Lynwood Center and in any area added pursuant to SSP 2.3 of the Comprehensive Plan and this procedure.

Adjacent “Open Space” Residential is an area in South Island containing parcels that meet the “minor modification” criteria defined in 2004 Comprehensive Plan Policy SSP 2.3 and that individually may be permitted to connect with City Council approval. This area is defined by the boundaries shown in Figure 1 (attached), and falls within the 45% population growth target area. It is defined as any property in South Island not included in Lynwood Center or LID20 that:

1. is adjacent to an existing sewer main serving Lynwood Center or any LID20 area excluding Blakely School and Fort Street,
2. is adjacent to and contiguous with Lynwood Center or any LID20 area excluding Blakely School and Fort Street, and
3. has an existing residential building with a failing septic system and has no opportunity to develop an alternative on-site sewer treatment area or drain field, or

4. has an existing residential building with septic system located with a proximity to sensitive bodies of water, has a high probability of negatively affecting the quality of those bodies of water, and has no opportunity to develop an alternative on-site sewer treatment area or drain field.

The requirements for adjacent and contiguous properties as outlined above are established to avoid a patchwork of properties served by sewer service throughout South Island. Vacant properties meeting adjacent and contiguous requirements will be expected to utilize on-site wastewater disposal systems as a long-range solution to sewage disposal following the guidance in Comprehensive Plan Policy SSP 1.1. Properties with existing buildings and failing septic systems outside of this area will be expected to develop alternative solutions for wastewater treatment.

PROCEDURE:

Assign a parcel to an area according to the definition of parcel areas I through III below. Fulfill requests for sewer connections according to the procedure within each parcel area.

I. Parcels located within the LID 20 contract sewer service area

A total of 230 connections have been reserved for this area and consist of connected and unconnected parcels.

A. Connect all parcels at a time of the owner's choosing with the exception of a parcel located at 7936 NE Beck Road Rd. (see below)

B. The parcel (Parcel Tax Account # 4164-003-013-0003) located at 7936 NE Beck Road Rd. shall be permitted to connect in the future provided that the following conditions as stipulated in an agreement with the City are met:

1. The parcel is within the City's sewer service area
2. Sufficient City sewer capacity is available as determined by the City
3. Payment of a charge in lieu of assessment (latecomer's) fee equal to the per lot assessment in the Pleasant Beach neighborhood plus annual interest at a rate of 1 ½ times the interest charged to the City on the Public Works Trust Fund Loan for construction of LID20

II. Parcels located within the Lynwood Center contract sewer service area or within the Adjacent "Open Space" Residential area

Fulfill available sewer connections according to the following procedure subject to a requirement that the sewer system infrastructure must be able to handle the additional sewer flow; and must conform with City, County, and State code,

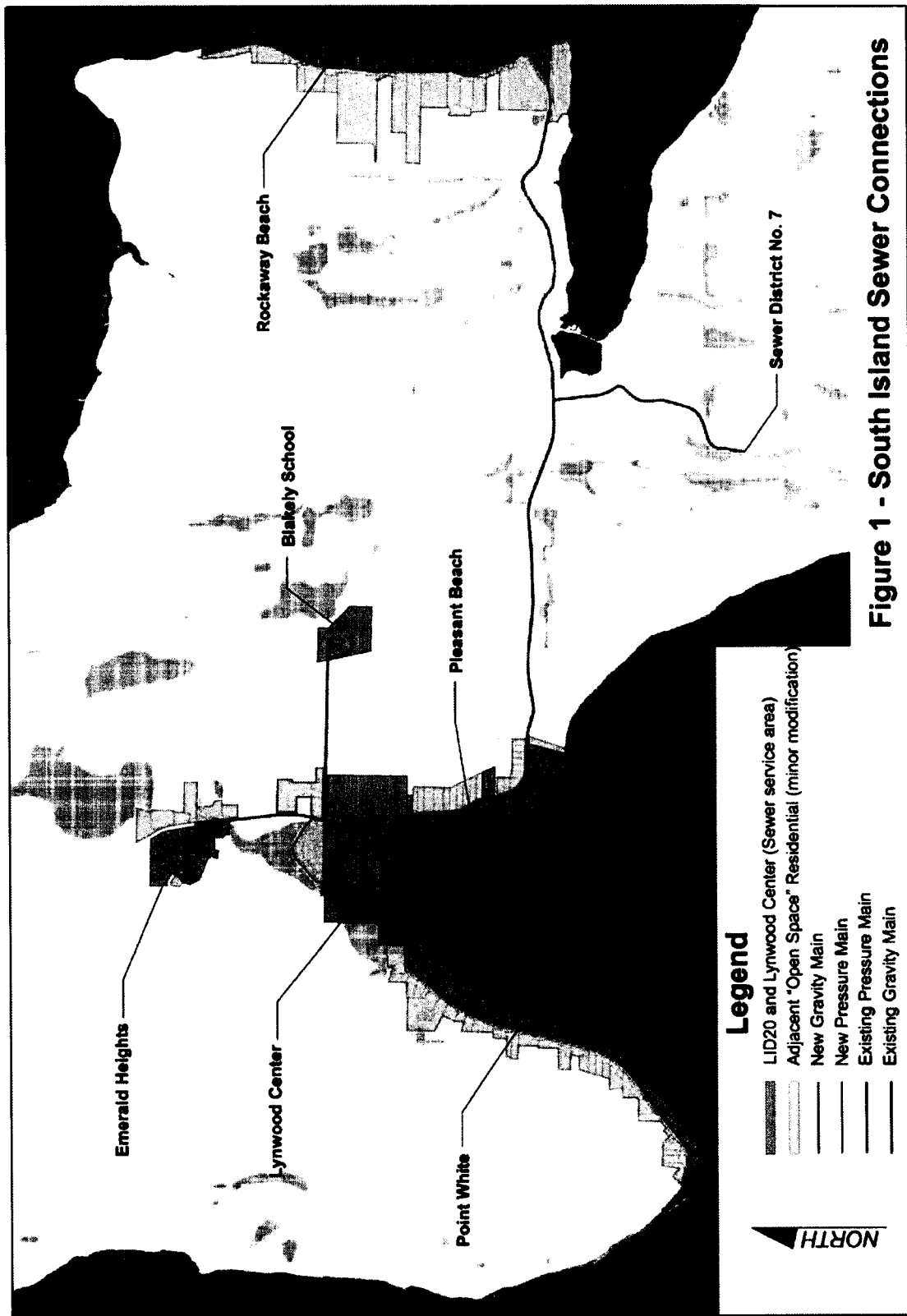
the City's current Comprehensive Plan, the City's current zoning requirements, and plans approved by Planning and Community Development:

- A. Assign requests for sewer connections to one of the following eight priority categories:
 - 1. Parcels in Lynwood Center with building(s) that have failing septic systems
 - 2. Parcels in Lynwood Center with building(s) served by a septic system that are located with a proximity to sensitive bodies of water and that have a high probability of negatively affecting the quality of those bodies of water
 - 3. Projects in Lynwood Center used (or planned for) that serve a public need
 - 4. Projects in Lynwood Center planned for residential use at densities of four units to the acre or greater
 - 5. Projects in Lynwood Center planned for commercial and mixed use
 - 6. Projects in Lynwood Center planned for residential use at densities of less than four units to the acre.
 - 7. Parcels in Adjacent "Open Space" Residential areas with building(s) that have failing septic systems
 - 8. Parcels in Adjacent "Open Space" Residential with building(s) served by a septic system that are located with a proximity to sensitive bodies of water and that have a high probability of negatively affecting the quality of those bodies of water
- B. Within each priority category date rank each request according to the date the City received the request with the oldest request ranked first.
- C. Use available connections to fulfill requests in priority categories A.1 through A.4 in numerical order with the lowest number fulfilled first following the date ranking established above.
- D. After requests in categories A.1 through A.4 are fulfilled use available connections to fulfill requests in priority categories A.5 through A.8 in numerical order with the lowest number fulfilled first following the date ranking established above.

III. Parcels that are not located in any of the above parcel areas

- A. Alternative wastewater treatment solutions should be pursued.
- B. A Local Improvement District may be pursued.

ATTACHMENTS: Figure 2B – City Contracted Sewer Service Area
Figure 1 – Adjacent “Open Space” Residential Area
Sewer Connection Analysis form, Page 1
Sewer Connection Analysis form, Page 2



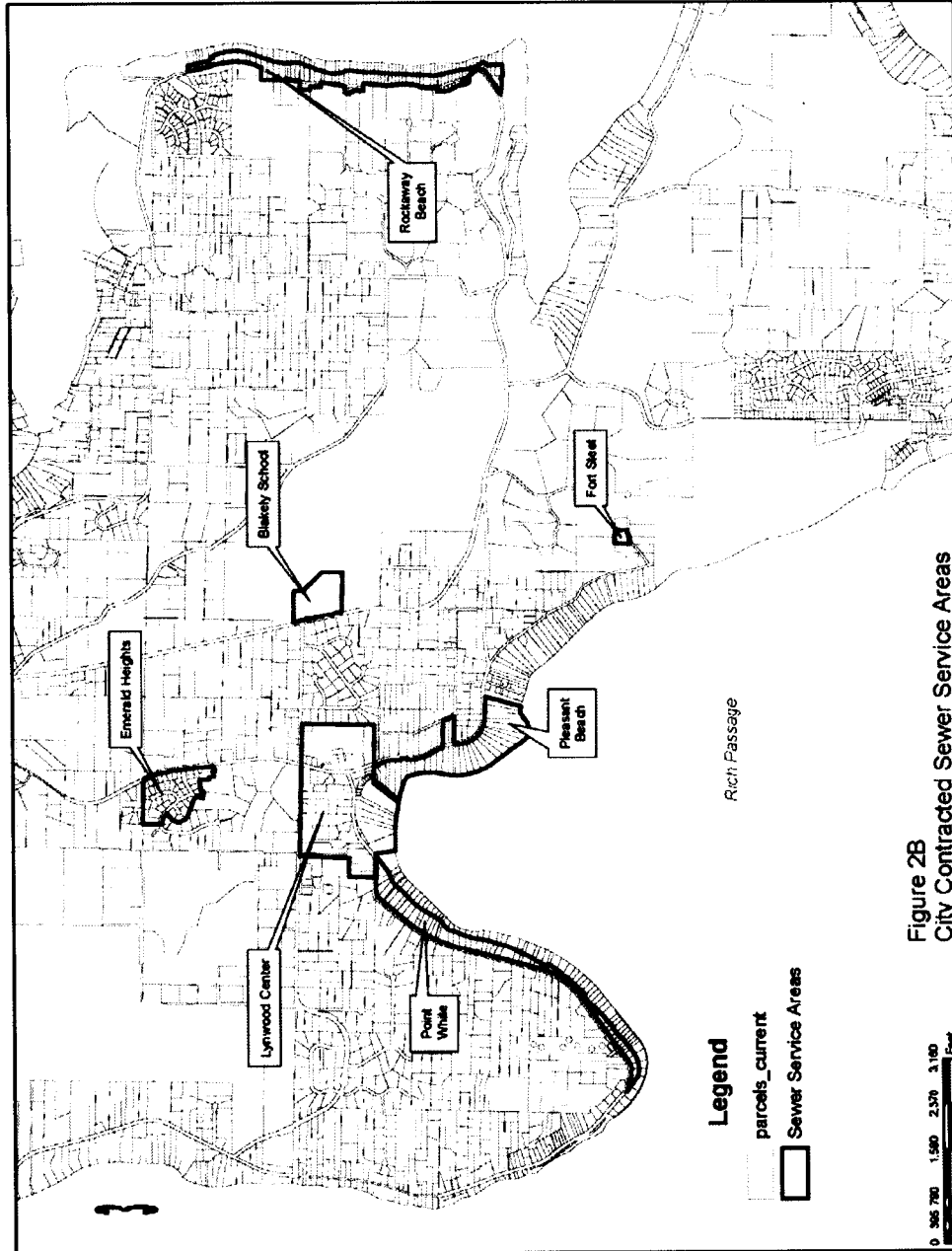


Figure 2B
City Contracted Sewer Service Areas



CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS DEPARTMENT
280 MADISON AVENUE N.
BAINBRIDGE ISLAND, WA 98110
206-780-3708

Sewer Connection Analysis

This information is for ☐ Current Sewer Connections
☐ Proposed Sewer Connections

Change to previously submitted information? ☐ Yes ☐ No

Parcel Information Please print

Parcel Tax Account #'s _____
Legal Street Address _____ Bainbridge Island, WA

Applicant Information Please print

Owner	Name _____	COBI Utility Account Number _____
	Mailing Address1 _____	<small>Current or previous sewer connections only. Use one form for each account.</small>
	Mailing Address2 _____	
	City _____ State _____ Zip _____	
	Project Name _____	
	Phone _____	Email _____

Agent	Name _____	Applications submitted by an Agent are required to have a notarized Owner/Agent Agreement with Construction Permit authorization on file or submitted with this form.	
	Company _____		
	Mailing Address1 _____	Business License # _____	Year _____
	Mailing Address2 _____	Phone _____	
	City _____ State _____ Zip _____	Email _____	

Industrial/Commercial ERUs

Fixture Type	Fixture Unit Value	Bldg #		Bldg #		Bldg #		Bldg #		Bldg #		Total Qty	Total Fixture Units
		Qty	Units	Qty	Units	Qty	Units	Qty	Units	Qty	Units		
Bath tub and/or shower	4												
Dental units or lavatory	1												
Dishwasher, commercial	4												
Drinking fountain (each head)	1												
Hose bib or Sill cock	5												
Laundry tub or Clothers washer	4												
Sink, bar or lavatory	2												
Sink, clinic, flushing	10												
Sink, kitchen	4												
Sink, other	4												
Sink, wash, circle spray	4												
Urinal, flush tank	3												
Urinal, pedestal	10												
Urinal, wall or stall	5												
Water closet, tank	5												
Water closet, flush valve	10												
Total Fixture Units													
Total ERUs													

Fixture Unit Value X Qty = Fixture Units
20 Fixture Units equal 1.0 Equivalent Residential Units (ERU) rounded to the nearest 1/100 ERU

Over

Industrial/Commercial Pre-treatment

The discharge of industrial wastewater (other than domestic wastewater) into municipal sewerage systems which would interfere with, pass through, or otherwise be incompatible with such systems or which would contaminate the sludge will not be permitted.

WAC 173-216

Will industrial or commercial wastewater (other than domestic wastewater) including wastewater from restaurants, food processing facilities, and chemical processing facilities be discharged into the City of Bainbridge Islands (City) wastewater treatment plant?

☐ Yes ☐ No

Will industrial or commercial wastewater (other than domestic wastewater) including wastewater from restaurants, food processing facilities, and chemical processing facilities be discharged into the Kitsap County Sewer District 7 (SD7) wastewater treatment plant?

☐ Yes ☐ No

Applicants submitting a request for sewer connections where industrial or commercial wastewater (other than domestic wastewater) will be discharged into the City or SD7 wastewater treatment plant shall provide engineering data in a form determined by the City Engineer or designated representative to establish pre-treatment requirements.

Residential Multi-Family Living Units

	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Total Residential Living Units
Units/Building									

Assisted Living Multi-Family Living Units - ERUs

Fixture Units X Total Fixtures = Total Fixture Units 20 Fixture Units equal 1.0 Equivalent Residential Units (ERU)

Fixture Type	Fixture Unit Value	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Bldg #	Total Fixture Units
		Qty	Units	Qty	Units	Qty	Units	
Bath tub and/or shower	4							
Dishwasher	4							
Hose bib or Sill cock	5							
Laundry tub or Clothers washer	4							
Sink, bar or lavatory	2							
Sink, kitchen	4							
Sink, other	4							
Urinal, flush tank	3							
Urinal, pedestal	10							
Urinal, wall or stall	5							
Water closet, tank	5							
Water closet, flush valve	10							
Total Fixture Units								
Total ERUs								

Fixture Unit Value X Qty = Fixture Units
20 Fixture Units equal 1.0 Equivalent Residential Units (ERU) rounded to the nearest 1/100 ERU

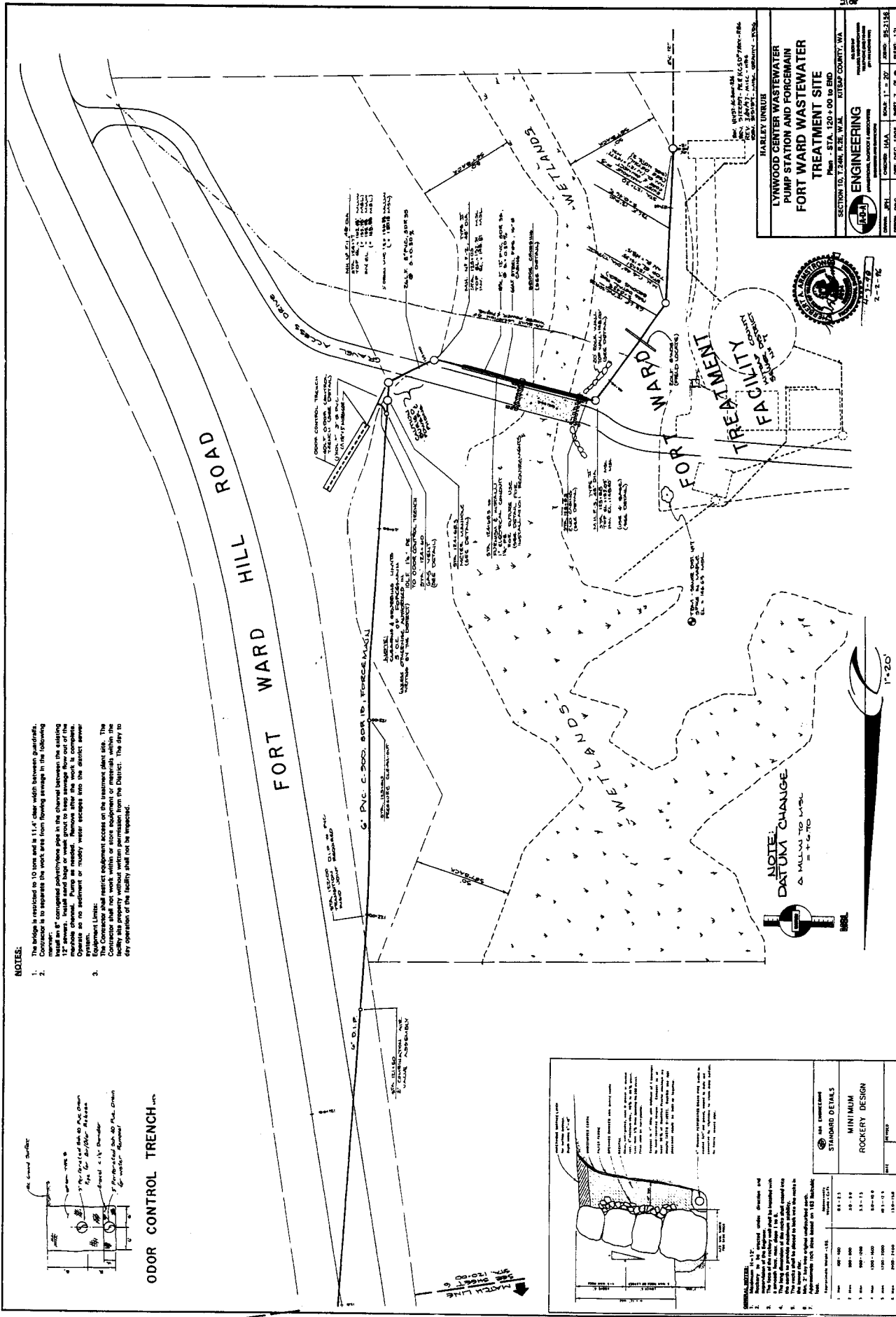
Applicant agrees that all information submitted on this form is truthful and based upon best available information known at the time of submittal. Applicant further agrees to immediately inform the City of any and all changes in the information submitted, and to any change in use including any unoccupied, unsold, or otherwise undefined industrial or commercial space with a resubmittal of this form.

Owner/Agent Signature*

Date

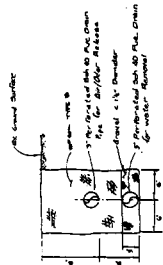
*Applications submitted by an Agent are required to have a notarized Owner/Agent Agreement on file or submitted with this form.

01/31/06



NOTES:

1. The bridge is restricted to 10 tons and is 11'4" clear width between guardrails. Contractor is to separate the work area from flowing sewage in the following manner:
2. Install an 8" corrugated polyethylene pipe in the channel between the existing concrete walls. The pipe shall be supported by 4" x 4" wooden posts. The pipe shall be secured to the concrete walls with 4" x 4" wooden posts. The pipe shall be secured to the concrete walls with 4" x 4" wooden posts. The pipe shall be secured to the concrete walls with 4" x 4" wooden posts.
3. The Contractor shall restrict equipment access to the treatment plant site. The Contractor shall not work within or store equipment or materials within the wetlands area. The Contractor shall not work within or store equipment or materials within the wetlands area. The Contractor shall not work within or store equipment or materials within the wetlands area.



ODOR CONTROL TRENCH

NOTE:
DATUM CHANGE
4' HILLS TO W/L
= 1' TO 2'



1" = 20'

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