



EARLY SEWER SYSTEM ACCESS AGREEMENT

THIS Agreement is entered into this _____ day of _____, 20_____, between _____ ("Developer") and the ALDERWOOD WATER & WASTEWATER DISTRICT, a special purpose municipal corporation (the "District"), to allow sewer system access prior to final acceptance by the District.

R E C I T A L S:

- A. The District is a special purpose district organized under the laws of the State of Washington to provide Sewer service to customers within District boundaries.
- B. The District is required by law and regulation to assure that its sewer collection system is constructed in compliance with State standards and specifications.
- C. Developer's project, _____ (the "project"), will eventually be served by sewer facilities constructed pursuant to Developer Extension Agreement No. _____ (the Development).
- D. A portion of the sewer system of the Development has been constructed, pressure tested, and videoed, but may not have been fully completed and inspected for final acceptance, and ownership thereof has not been transferred to the District.
- E. The District is not legally obligated to provide sewerage service to the project until the constructed sewage facilities have been accepted and ownership thereof has been transferred to the District.
- F. The Developer desires to connect structure(s) to the sewer system.
- G. The District is willing to provide the Development with limited sewer service for the project; provided that the Developer agrees to release, indemnify and hold the District harmless from any defects or damage incurred by connection to the sewer system prior to acceptance of the system by the District.

NOW, THEREFORE, it is hereby agreed that:

1. After the sewer system installed for the Development meets the requirements in the District Development Standards section for Early Sewer System Access and this agreement is signed by the Developer, the District will allow the Development to discharge sewerage only from structure(s) specifically listed in this agreement, until the Development is accepted and determined to be in Use and Operations by the District. Building structure(s) listed as acceptable for discharge are:_____.

2. In consideration of the District allowing discharge to the new sewer system, the Developer releases the District from all damage incurred by the property or by buildings, fixtures or personal property on the property served by the Development resulting from or related to the District allowing connection and discharge to the sewer extension or for any failure thereof.

3. The Developer agrees to accept tender of defense from the District and to defend the District from any and all claims by any person(s) or legal entity(ies) against the District resulting from or related to the District allowing connection and discharge to the sewer extension or for any failure thereof.

4. The Developer agrees to hold harmless and indemnify the District from any damage, loss or expense incurred by it or from any awards or judgments rendered against it, including, but not limited to, administrative expenses, cost of litigation and attorney's fees as a result of or relating to the District allowing connection and discharge to the sewer system or any failure thereof, or as a consequence of any damage incurred to the District's system during construction of the project or construction at the project site, or as a result of improper use of the extension.

5. The Developer's obligations pursuant to this Agreement shall terminate on the date the system is accepted by the District and ownership thereof is transferred to the District; provided, that whenever acceptance and transfer of ownership occur on different dates, the Developer's obligations terminate on the later date.

6. The Developer takes all responsibility for any defects or damages that may occur by connection to a sewer system that has not been officially accepted by the District. The Developer will be responsible to protect the new and existing public sewer system, including pipes and manholes, against debris and back up caused by any activity. The Developer will be

responsible to remove all isolation plugs from the sewer system downstream of the point of discharge.

7. The Developer agrees that it will not discharge sewerage in to the system prior to acceptance, except for the buildings or structures identified where District metered water is provided. The Developer further agrees to require its successors or assigns to refrain from discharging unmetered sewage to the sewer system prior to acceptance. The Developer is aware of District resolutions establishing fines for discharging to the sewer system prior to acceptance without permit or metered water, and in violation of District resolutions. The Developer agrees to be responsible for and pay any fines assessed by the District against the Developer or its successors or assigns. The Developer further agrees to pay all costs of collection of said fine(s), including, but not limited to, administrative costs, litigation costs and attorney's fee.

8. Misuse of the sewer system may be grounds for termination of this Agreement with seven days notice, which may result in the locking off any metered water and notification of such action to Jurisdictional Building officials and the Department of Health.

DATED the day and year first above written.

Developer

ALDERWOOD WATER AND
WASTEWATER DISTRICT

By _____

By _____

Its _____

_____,
Engineering & Development Director,
General Manager, or Construction Manager

AWWD staff verifies the sewer system has passed all testing, the video has been reviewed, the plugs are removed from the manholes downstream of the point of discharge, and the manholes were protected from potential movement at the time of inspection.

Signature

Date:

AWWD Construction Inspector: _____