

Group B Water System User Agreement Information and Resources

The users/owners of the water system should meet to discuss how the system is owned and managed. The language in the *Drinking Water Supply Regulations* is broad so that each system can develop the agreement that best represents their ownership and management arrangements. A user agreement should address ownership and management of the system, including items like: how repairs are funded; who has access to the wellhouse; how the user group will make decisions; etc. As with any civil agreement, it is recommended you consult an attorney when you develop the agreement for your water system.

The user agreement must be recorded with the Kitsap County Auditor so that it can be associated with every property served by the water system. Contact the Kitsap County Auditor at 360-337-7129 for questions about recording. In order to prevent having to record the document to each property title separately, agreements can include the tax parcel number for each lot and a shortened legal description, in addition to each user/owner signature.

Submit a copy of your recorded user's agreement to the Health District for inclusion in your water system file.

The following outline and language addresses some of the items that are commonly found in water system user agreements. Your water system agreement language is not required to contain this information, however, it should address essential operations of the water system as noted above.

Example Outline Items to Consider

- I. Ownership
 - A. Governing Board
 - B. Election of Officers
 - C. Responsibilities
 - D. Communication with customers
 - E. Transferring ownership

II. Decision-Making

- A. Quorum
- B. Annual meeting
- C. Special meeting
- D. Meeting announcement

III. Annual Operating Budget

- A. Basis for collecting revenue to cover the full cost of service
- B. Rate-setting basis
- C. Frequency of budgeting process
- D. Responsible parties
- E. Process for setting and approving an annual budget
- F. Financial and accounting controls

IV. Long-Term Capital Budget

- A. Provision for special assessment
- B. Provision for annual assessment

V. Fees

- A. Connection fees
- B. Other fees and charges

VI. Recordkeeping

- A. Approved design and construction documents (on file with the Health District)
- B. Maintenance records
- C. Water production and water consumption records
- D. Easements and covenants
- E. Water quality sampling results

VII. Standard design and construction details

- A. Service connection, service meter, service valves, location, and so on.
- B. Pipes
- C. Valves

VIII. Reporting to customers

IX. Authorized parties to perform maintenance and repair including access agreement

X. Prohibited practices

XI. Heirs, successors, and assigns

XII. Enforcement of agreement on nonconforming parties and properties

XIII. Changing the water users' agreement

Example Language for Consideration

Purpose of Agreement

Whereas the parties hereto desire to enter into an Agreement to provide for the operation, ownership, financial viability, and maintenance of a water source and water distribution system, in accordance with the laws of the State of Washington and the Rules and Regulations as established by the Kitsap Public Health Board, for and on behalf of the above legally described property.

Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided _____ interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

Water System Design

This water system is designed to provide for _____ services. The design of the system is based on _____ gallons internal use per service per day and _____ gallons external use per service per day. Additional planning and design approvals must be obtained from the Kitsap Public Health District prior to expanding beyond this number of services or whenever there are changes made to the system, such as adding a treatment system.

Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling as required by the State of Washington and county shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

Easement of Well Site And Pumphouse

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

Water Line Easements

Smith grants Jones an easement for the use and purpose of conveying water from the well to the property of Jones. Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to. The centerline of said five (5) foot strip of land shall be the west line of the east 32 feet of the south 75 feet of Smith's _____ herein described. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

Maintenance and Repair of Pipelines

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within ___ feet of a septic tank or within 10 feet of sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Kitsap Public Health District.

Water System Purveyor

Smith is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Kitsap Public Health Board Ordinances, and handling emergencies

such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291 and Kitsap Public Health Board Ordinances. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with public water supply requirements of the State of Washington and Kitsap County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Kitsap Public Health District. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

Future Management

Approval of this public water system by the health jurisdiction was conditioned by future management or ownership by a state approved Satellite Management Agency. Health jurisdictions may enforce this provision if the system is not able to meet financial viability or other operating requirements.

Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwelling without prior consent of both properties and written approval from the County Department of Public Health.

Restriction on Water Use

State water right laws prohibit this system from using more than 5000 gallons of water on any day. Also, the total amount of property which can be irrigated by the system cannot exceed 1/2 acre. In order to remain in compliance, the following parcel _____ is prohibited from using more than _____ gallons of water on any given day. Further, the total amount of yard, garden and other irrigation uses, by this property, cannot exceed _____ square feet.

Heirs, Successors and Assigns

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

Enforcement of Agreement on Non-Conforming Parties and Properties

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of ____% per annum together with all collection fees.