

**RETURN TO:**

**City of Sumner  
Public Works Department  
1104 Maple Street, Suite 260  
Sumner WA 98390-1423**

**SEWER USE AGREEMENT**

REFERENCE #:

GRANTOR:

GRANTEE:

SHORT LEGAL:

ASSESSOR'S PROPERTY TAX PARCEL:

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Sumner ("City") and \_\_\_\_\_ ("Property Owner").

WHEREAS, the Property Owner owns real property located at \_\_\_\_\_ ("Property"), which discharges to the City of Sumner's sewer infrastructure and wastewater treatment facility; and

WHEREAS, the City of Sumner has established regulations concerning the discharge of wastewater into its sewer system and the requirements for pretreatment of certain discharges as set forth in Sumner Municipal Code (SMC) Chapters 13.16 and 13.18; and

WHEREAS, it is necessary to ensure that all wastewater discharges from the Property comply with applicable regulations to protect public health, safety, and the environment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Property Owner agree as follows:

**1. Condition of Use**

As a condition of utilizing the City of Sumner's sewer infrastructure and wastewater treatment facility, the Property Owner agrees to comply with all applicable provisions of the Sumner Municipal Code (SMC), including but not limited to Chapters 13.16 and 13.18. A copy of the Pretreatment Regulations is available by request to [sblpretreatment@sumnerwa.gov](mailto:sblpretreatment@sumnerwa.gov) and on the City's website.

## 2. Wastewater Discharge Responsibility

- a) The Property Owner shall bear full responsibility for all wastewater discharged from the Property, including any wastewater generated by the operations of any tenant of the Property Owner or its representatives.
- b) The Property Owner shall ensure that all wastewater discharged from the Property meets the standards set forth in SMC 13.18.300 regarding prohibited discharges and local limits.
- c) Any discharge of pollutants from the Property that violates the established standards shall be the responsibility of the Property Owner, regardless of whether the pollutants are generated by the Property Owner's activities or those of any tenant or representative.

### 3. Tenant Communication

- a) The Property Owner shall be solely responsible for clearly communicating all sewer use expectations to any tenant or representative utilizing or occupying the Property.
- b) The Property Owner shall inform tenants of the existence of maintenance requirements for any pretreatment devices or systems installed on the Property, in accordance with SMC 13.18.410(I).
- c) The Property Owner shall ensure that tenants understand and adhere to these requirements to prevent non-compliance and maintain the proper functioning of any preexisting pretreatment device or systems installed on the property. This includes, but is not limited to, notifying any tenant or representative utilizing or occupying the Property of the need to obtain authorization to use the City sewer for the disposal of any liquid generated outside of bathroom and handwashing activities.

#### 4. Enforcement and Penalties

Failure to comply with the obligations set forth in this Agreement may result in enforcement actions by the City, including but not limited to civil fines, monetary penalties, and potential liability for any damages or remediation costs incurred due to non-compliance, as specified under SMC 13.18.1100. The City reserves the right to pursue violations of this Agreement or the applicable municipal code provisions by any other means available in law or equity.

## 5. Binding Effect and Recordation

This Agreement shall be a covenant running with the land and shall be binding upon the Property Owner and all successors and assigns in interest. This Agreement shall be recorded with the Pierce County Auditor's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER SIGNATURE:

By: _____	By: _____
Its: _____	Its: _____

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as of said CORPORATION, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State

Washington, residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

CITY OF SUMNER

\_\_\_\_\_  
Micheal Kosa, Public Works Director

Date: \_\_\_\_\_

APPROVED as to form:

\_\_\_\_\_  
Andrea Marquez, City Attorney

Date: \_\_\_\_\_