

RETURN TO:

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

SEWER USE AGREEMENT

REFERENCE #:

GRANTEE:

GRANTOR: CITY OF SUMNER

SHORT LEGAL:

ASSESSOR'S PROPERTY TAX PARCELS:

This Agreement ("Agreement") is made and entered into this ____ day of _____, **2025**, by and between the City of Sumner ("City") and _____ ("Property Owner").

WHEREAS, the Property Owner owns real property located at _____, Sumner, WA 98390 ("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 and on the City's website.

Final Updated May 2025

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 in writing all sewer use expectations to any tenant or representative utilizing or occupying the Property and shall provide the City with proof of said communication upon request.
- 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 use commercially reasonable efforts to ensure that tenants understand and adhere to the requirements of this Agreement and the applicable provisions of the Sumner Municipal Code, including but not limited to SMC Chapter 13.18. "Commercially reasonable efforts" shall include, at a minimum:
 - Providing the tenants with written notice outlining prohibited discharges, pretreatment maintenance responsibilities, and a clear reference to the applicable sewer use regulations;
 - Incorporating compliance with pretreatment and sewer use requirements into lease agreements and/or tenant rules where the tenant's proposed use of the Property is of such a nature to require compliance with the City's pretreatment regulations;
 - Notifying tenant(s) that express written authorization from the City is required before disposing of any liquid waste other than domestic wastewater (e.g., from bathroom or handwashing activities);
 - Ensuring that tenants allow City access to pretreatment systems for inspections as needed, and facilitating direct contact between the City and the tenant where requested;

These measures are intended to prevent non-compliance and maintain the proper functioning of any pretreatment device or systems installed on the property.

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:

Schnitzer Properties, LLC

By: _____

Title: _____

STATE OF WASHINGTON

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COUNTY OF PIERCE

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On this _____ day of _____, 2025, 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 and acknowledged that he/she signed the same as his free and voluntary act and deed as _____ of said company, for uses and purposes therein mentioned, and on oath stated that he/she 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: _____