

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners
FROM: Loring Bemis, Facilities Foreman
DATE: January 24, 2011
RE: Restrictive Covenant Monitoring Septic System – Animal Shelter

STATEMENT OF ISSUE:

The Jefferson County Health Department requires a restrictive covenant for monitoring of the Animal Shelter on-site septic system be recorded.

ANALYSIS:

Facilities had to obtain a septic permit to modify the Animal Shelter septic system in 2010. The application for the permit triggered the requirement to have a restrictive covenant recorded.

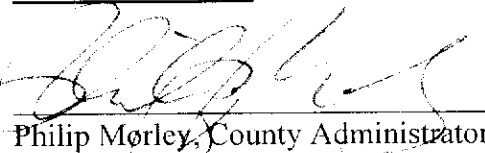
FISCAL IMPACT:

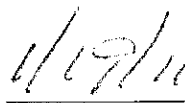
Jefferson County Facilities will incur costs for recording the restrictive covenant along with the annual monitoring fees.

RECOMMENDATION:

Approve and authorize the Board of County Commissioner Chairman to sign the Restrictive Covenant and cause the document to be recorded.

REVIEWED BY:


Philip Morley, County Administrator


Date

When Recorded Return To:
Name: Jefferson County Public Health
Address: 615 Sheridan
City: Port Townsend, WA 98368

Restrictive Covenant Regarding Monitoring of On-site Septic System

THIS AGREEMENT is made this date January 04, 2011 by and between JEFFERSON COUNTY, his/her heirs and assigns ("GRANTOR(S)") and Jefferson County Public Health ("GRANTEE")

WHEREAS, JEFFERSON COUNTY is/are the owner/s of a certain tract of land particularly described as follows:

PARCEL NO. WHERE SEPTIC SYSTEM IS LOCATED: Parcel#: 001083012

LEGAL DESCRIPTION(S): Section: 8 Township 30N Range 01W
JEFF CO FIRE PROTECTION SHORT PL LOT 1 SUBJ/EASE & R/W

ADDRESS OF RESIDENCE BEING SERVED (if assigned):
112 CRITTER LN

and.

WHEREAS, a sewage collection, treatment and disposal system, as described in case # SEP10-00131 has been installed thereon, and

WHEREAS, the residence or facility at the above described property, including all parcels associated with said case, utilizes an onsite sewage system which requires regular maintenance and monitoring for the life of the system. Monitoring is required to be performed by a person authorized by the Public Health Department, and

WHEREAS, the Owner is required by Jefferson County Public Health Department, as per WAC 246-272A through Jefferson County Code 8.15 to implement a program for periodic monitoring to assure the continuous and satisfactory operation and maintenance of the sewage system, and

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

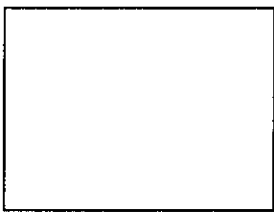
1. **Construction:** The Owner has constructed and installed a sewage collection, treatment and disposal system together with appurtenant facilities whose capacity and design are satisfactory to the Jefferson County Public Health Department. The plans and specifications for this construction have been approved by the Jefferson County Public Health Department prior to construction.
2. **Owners responsibilities:**
 - a. Maintain all components as accessible and unobstructed to the surface. Non-accessible or obstructed components will not be serviced and may result in a violation of permit requirements.
 - b. Utilize the system consistent with producing residential waste strength effluent.
 - c. Operate and maintain the system in accordance with conditions of the permit and Jefferson County Code 8.15.

3. **Attachment:** If box checked this septic system contains a proprietary device that requires Attachment #1 titled "Notice for Maintenance and Monitoring of a Proprietary Onsite Sewage System Device be recorded with this document .
4. **Schedule:** The Owner shall have their sewage system inspected by a person authorized by Jefferson County Public Health in accordance with the schedule set forth in Jefferson County Code as adopted and hereinafter amended. For some proprietary products registered with the State Department of Health, the inspector must also be authorized by the device manufacturer.
5. **Reminder:** The Jefferson County Public Health Department shall provide a reminder of required monitoring. The lack of receipt of said reminder does not relieve the property owner from compliance with the monitoring schedule pursuant to Jefferson County Code.
6. **Records:** A report of each inspection conducted shall be submitted to the Jefferson County Public Health Department within 30 days of completion of the inspection. Such records shall be open to the inspection of the Owner.
7. **Liability:** The Grantor agrees to relieve Grantee, its agencies, divisions, officers, agents, and employees of any liability, damages, judgments, claims or other expenses that might arise as a result of the inspections required by this agreement.
8. **Fees:** A fee as set forth in the Jefferson County Fee schedule and adopted by the Board of County Commissioners shall be paid upon submittal of each inspection report.
9. **Terms:** This agreement shall remain in full force and effect until the date of notification to the Owner by the Jefferson County Public Health Department that the Owner's Sewer System has been intercepted and connected to a general sewer system.
10. **Amendments:** This agreement shall not be modified except with the express written approval of the Environmental Health Department of Jefferson County.
11. **Penalties:** Non-compliance with monitoring and inspection requirements is a violation of Jefferson County Code and shall be subject to enforcement as described in said codes. The County shall have the right to enforce and compel compliance with this covenant, including all remedies available at law and equity. The County shall have the right in any such proceeding to recover its attorney fees and costs.
12. **Venues:** Venue for any action hereunder shall be in Jefferson County, Washington. If any term or provision of this agreement is in whole or part held invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.
13. **Life of Covenants and Binding Effect:** All of the promises, covenants, terms and conditions of this agreement shall bind the parties to this agreement and the successors and assigns of the respective parties hereto AND are deemed to run with the land.

_____, Owner _____, Owner

Acknowledgment:
 SUBSCRIBED AND SWORN to before me this day of _____, 20__

 Notary Signature
 Notary public in and for the State of _____
 residing in _____,
 My commission expires: _____



Attachment #1

**NOTICE FOR MAINTENANCE AND MONITORING OF A PROPRIETARY
ONSITE SEWAGE SYSTEM DEVICE**

DATE January 04, 2011

Case Number # SEP10-00131

PARCEL NO. WHERE SEPTIC SYSTEM IS LOCATED: Parcel#: 001083012

ADDRESS OF RESIDENCE BEING SERVED (if assigned):

112 CRITTER LN

The septic system that serves this property utilizes a proprietary device as a component of its on-site sewage disposal system. This device requires regularly scheduled maintenance and monitoring for the life of the system. Maintenance is required to be performed by a person authorized by the device manufacturer. Monitoring is required to be performed by a person authorized by the device manufacturer and certified by the Health Department as specified in Jefferson County Code, Section 8.15-150 as adopted and hereinafter amended and WAC 246-272A-0270.