

COOLIN SEWER DISTRICT
Bonner County, Idaho

APPLICATION FOR SEWER SERVICE
Revised & Adopted as of May 5, 2021

NAME: _____ (hereinafter referred to as "Owner")

ADDRESS (for billing purposes) Street or PO Box: _____
City & State: _____
Zip Code: _____
Telephone: _____

ADDRESS (within Coolin area) Street or PO Box: _____
City & State: _____
Zip Code: _____
Telephone: _____

DESCRIPTION OF LOT OR PARCEL RECEIVING SERVICE (legal description, subdivision, lot number, etc.)

NOW THEREFORE in consideration of the service provided by the Coolin Sewer District (District), the property owner (owner) or the Owner of the parcel of land described above hereby agrees to the following conditions:

1. Agrees to pay the hookup fee upon acceptance by the District of this application:
 - a. Connection fee of \$5,000.00.
 - b. Non LID participants \$10,000.00 capitalization fee.
 - c. Responsible for all parts, pumps, tanks and electrical, etc.
 - d. A \$10,000 impact fee for subdivided lots within the district.
 - e. Non LID participants \$3,000.00 for Merle's Estates and Langley Subdivision.
2. Agrees that the District has the sole right to determine the size and location of the septic tank, pump tank, pump and service lines to be installed. Agrees that the tanks will be installed in such a manner that the lid of the pump tank is above ground level. Agrees that no permanent structure will be constructed over either tank. Agrees that the tanks shall be located in an area free and clear of all parking and traffic areas.
3. Agrees to have the sewer facilities installed at Owner's expense from the point of service to the point of connection at the main sewer line. Agrees that this installation shall be made in accordance with the specifications of the District. Agrees that the installation **SHALL NOT BE BACKFILLED UNTIL INSPECTED AND APPROVED BY THE DISTRICT.** The installation shall include a district furnished electrical control panel in

line on the power supply to the pump and the line shall be energized all year around. The disconnect shall be located in line of sight of the pump. All of the electrical work in the installation shall be completed by a licensed contractor. All equipment shall be purchased through the District. Agrees to reimburse the District for all costs associated with repairing any sewer facility installed by the Owner that does not meet the specifications of the District and agrees to indemnify and hold harmless the District, its agents and employees, from any and all liability relating to repairing the sewer facility installed by the Owner.

4. Agrees that only the District shall make connection at the sewer line. Agrees that an unauthorized tap-on by Owner is grounds for immediate and permanent termination of service and prosecution to the full extent of the law.
5. Agrees that all tanks, pumps, service lines and related facilities that are installed shall become the property of the District and the District shall assume all responsibility for future maintenance and repair of the facilities from the inlet of the septic tank to the main sewer line. Agrees that the Owner, not the District, is responsible for all maintenance and repair of lines and facilities between the septic tank and the buildings served (hereinafter referred to as "Owners Service Lines").
6. Hereby grants an irrevocable license on, over, under and across Owner's property to the District for the purpose of maintaining, expanding, and repairing the sewer system. No compensation shall be paid for any use of this license. The District has the right to enter the property at any time for the purpose of monitoring, maintaining, constructing, repairing, or any other activity related to the sewer system, without prior notice to the Owner. Obstruction or denial of access to any portion of the service lines and facilities on the property shall be grounds for immediate and permanent termination of service.
7. Agrees to exercise reasonable care in the use of the installed facilities. Agrees not to deposit into the facilities any non-biodegradable objects such as plastic bags, sanitary napkins, toys, disposable diapers, flushable wipes (that are not flushable), grease, etc., which would interfere with the operation of the septic tank and pumps. Agrees to install plumbing facilities required for commercial installations under the Idaho Plumbing Code for any facility used for commercial purposes including the installation of grease traps in the kitchen plumbing. Agrees to reimburse the District for all costs associated with maintaining and repairing the facility or any other portion of the sewer system caused by unreasonable use of the facilities on the above referenced property.
8. Agrees to pay all fees, charges, and assessments established by the District. Such charges (unless otherwise determined by the District) will commence two years from the date of this application or upon connection to the main sewer line, whichever comes first.
9. Agrees to pay District fees and charges within 30 days of the billing date and agrees to pay an additional service charge of eighteen percent (18%) per annum on any outstanding balance if Owner's account is not paid within thirty (30) days of the billing date. Owner recognizes and agrees that the service charge shall be computed at the rate of 1.5% per month. Such service charges are authorized by Idaho Code § 28-22-104.

10. Agrees that in addition to all other actions the District might bring under the law to collect any unpaid assessments or service fees and charges, the District may certify unpaid assessments and service fees and charges to the Board of County Commissioners of Bonner County as a tax lien against my property according to Idaho Code § 42-3212. Owner recognizes that the District will impose an additional twenty-five percent (25%) penalty fee on all past due accounts which the District is required to certify to the Bonner County.
11. If the property described herein is located outside of the boundaries of the District, Owner hereby consents to annex the property into the District at any time convenient to the District. Owner further agrees to execute all documents necessary to complete such annexation.
12. Agrees to immediately repair all line breaks or leaks in the Owner Service Lines to preclude water waste or damage to property. Failure to immediately repair such leaks may result in immediate termination of service without notice until such repairs are completed. Additionally, the District, in its sole and absolute discretion, has the right to have such leaks repaired at the sole expense and liability of the Owner, without prior notice to the Owner. Costs incurred by the District for such repairs may be, at the sole discretion of the District collected from the Owner in the same manner as provided for other service fees and charges. Each Owner is responsible for any loss/damage caused to the District or third parties by leaks on the Owner's property.
13. Agrees that the District has the right, without liability, to restrict service immediately without notice or terminate service immediately and permanently without notice for violation of rules and regulations adopted by the District including but not limited to, the failure to pay assessments or other service fees and charges. To reinstate service a written application must be made to the District requesting removal of restrictions or reinstatement of service after termination. The decision to remove restrictions or reinstate service is in the sole and absolute discretion of the District. Agree that the District shall not be responsible for any liability/damage arising from the restriction or termination of service and each Owner agrees to indemnify and hold harmless the District, its agents and employees, from any and all liability relating to restriction or termination of service.
14. Agree to abide by all rules and regulations for sewer service adopted by the District.

Date _____

Signature _____
(Husband)

Signature _____
(Wife)

Accepted _____

Chairman, Board of Directors, Coolin Sewer Dist.

Vice Chairman, Board of Directors, CSD