

Instructions for Form S: Adequate Water Supply Determination Form for Shared Wells

(READ ALL OF THE FOLLOWING BEFORE PROCEEDING)

Please be advised that Kittitas County Public Health Department typically takes 10 business days to process water availability applications. Do not expect same-day service, approval, and building permit issuance. If additional information is needed or there is missing information, the application will not be considered complete and will not be processed. Incomplete applications will be returned to the applicant after thirty (30) days.

Approval by KCPHD does not guarantee that an applicant has the legal right to a connection or use of ground waters of the State of Washington. KCPHD only approves applications based on water quality, quantity, availability, location, storage, and design aspects. KCPHD does not make determinations regarding an applicant's legal right to ground water or the validity of WAC 173-539A nor does KCPHD have the authority to perform such actions.

PLEASE COMPLETE OR PROVIDE THE FOLLOWING ITEMS: (PARTS 1-3)

Part 1 – Attach the following requirements:

- Copy of well log **OR** reconstructed well log **OR** 4-hour draw down test.
 - Well logs can be accessed from the (WA Dept. of Ecology) at (509) 575-2490 or on their webpage at <http://apps.ecy.wa.gov/welllog/>
 - A reconstructed well log **OR** a 4-hour draw down test can be completed by a licensed well driller or other qualified professional.
- Recorded shared well users agreement (if applicable).
- A current passing water quality test which includes a passing bacteriological (within ≤ 1 year) and nitrate (within ≤ 3 year) well water test result.
- Site map which includes identification of the location of property lines, well, roads, driveway, proposed project (home, accessory dwelling unit, garage), easements, and septic drain field, and other structures on the property.

Part 2 – Mitigation Requirements

- Complete and sign part 2 of Form I.
 - Attach Water Budget Neutrality Determination (if applicable); determinations can be obtained by contacting the WA Dept. of Ecology at (509) 575-2490.

Part 3 – Notary

- Notarize part 3 of Form I

When all requirements have been met and you still have questions we recommend that you schedule a consultation with an Environmental Health Specialist at 509-962-7580.



*****NOTE (UPPER KITTITAS COUNTY ONLY) – Kittitas County is no longer in charge of the exempt well water metering program. Please contact the WA Dept. of Ecology at 509-575-2490 to determine if the project requires a water meter to be installed. KCPHD recommends that applicants do so prior to building permit issuance.**

*****NOTE – Please contact the WA Dept. of Ecology at 509-575-2490 or a knowledgeable water rights attorney to better understand what qualifies as water right mitigation, mitigate, water budget neutrality and beneficial use.**

*****NOTE: Incomplete applications without the proper documentation will not be processed and may be returned without a refund.**

***** NOTE: The adequate water supply determination approval remains valid only if the facts asserted and governing law do not change, and expires within (2) years of issuance. All applicable fees may be non-refundable.**



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To Protect and Promote the Health and the Environment of the People of Kittitas County

**SHARED WATER SYSTEM (Serving two (2) Connections)
ADEQUATE WATER SUPPLY DETERMINATION FOR
BUILDING PERMITS**

TRACKING#: _____

FOR MORE INFORMATION VISIT THE PUBLIC HEALTH DEPARTMENT WEBSITE AT: WWW.CO.KITTITAS.WA.US/HEALTH

Incomplete applications, including applications without the proper documentation, will not be processed. KCPHD will return incomplete applications after 30 days to the applicant. All applicable fees may be non-refundable.

OWNER OF RECORD: _____ PHONE #: _____

MAILING ADDRESS: _____ PARCEL #: _____

PROJECT LOCATION: _____ E-MAIL: _____

PROJECT DESCRIPTION: _____

PROJECT USE: Construction of a single family residence Garage w/plumbing ADU

Other: _____

DOES THE PARCEL CURRENTLY HAVE A STRUCTURE WITH PLUMBING?

YES NO, the proposed project will be the 1st structure with plumbing on the property.

PART I – WATER SUPPLY

SHARED WATER SYSTEM: Serves two residential dwelling units.

Please provide the following documentation:

- Address and parcel number of the lot for which the well is located:

Address : _____

City, State, Zip: _____

Map Parcel #: _____

EXISTING UNIQUE WELL ID #: _____

- Copy of the 2-party shared well users agreement
- A copy of a well log **OR** a 4-hour draw down well test. If a 4 hour draw down test is provided, provide the map parcel number for the location of the well: _____;
- Current passing nitrate (within \leq 3 years) and bacteriological (within \leq 1 year) well water tests;
- Site map identifying the location of the proposed project and well location.

PART 2 – INTENT TO MITIGATE EXEMPT WELL USE (CHECK ONE OF THE FOLLOWING OPTIONS)

Option 1: At this time, I have elected **not** to mitigate for exempt well groundwater use (CHECK ONE OF THE FOLLOWING OPTIONS).

The parcel is located outside of the Upper Kittitas County area defined in WAC 173-539A-030.

OR

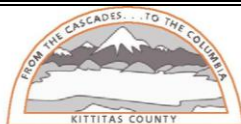
This connection to the well has been put to beneficial use on this parcel prior to July 16, 2009. **Please initial the following statement:**

_____ The parcel is located in the upper Kittitas County area defined in WAC 173-539A-030; I hereby certify that
(Initials) WAC 173-539A-030 does not apply to my application.

Option 2: I have elected to mitigate for exempt well use. **Please provide the following documentation of mitigation:**

- Determination of Water Budget Neutrality from Washington State Department of Ecology

KCPHD's approval of this application for a building permit using the procedures outlined in this form: 1) is not a determination of an Applicant's legal water rights, and 2) is not a determination of the validity of WAC 173-539A.



PART 3 – STATEMENTS OF UNDERSTANDING

(Initials) I understand that approval by Kittitas County only verifies my intent and that it does not guarantee that there is a legal right to waters of the state, or that the pre-existing water source meets state or local requirements for potability and/or quantity for the proposed use, or that WAC 173-539A does not apply to the pre-existing water source. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting therefrom which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant, I understand that the purpose of this application has been made with the intention of seeking issuance of a building permit, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, constructed and maintained in accordance with federal, state and local requirements.

(Initials) I understand that KCPHD strongly recommends that I consult with the Department of Ecology prior to submitting this application. I also understand that this application is a public record that may be reviewed by the Department of Ecology who may ask me for proof of any assertions I make on the application, and has the ability to enforce WAC 173-539A independent of any Kittitas County actions.

(Initials) I understand that the federal, state and local water quality requirements are a minimum requirement for water quality testing, and that local conditions may result in contaminants that are not detected by these tests. As the applicant, I assume all risk in its entirety and agree to indemnify, defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting therefrom which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees.

(Initials) I understand that adding a 3rd and/or additional residential connections to a shared well, including accessory dwelling units, categorizes the well as a Public Water System which requires submittal of a Public Water System application and approval by KCPHD or WA State Dept. of Health.

(Initials) I certify that I have read and understand the Adequate Water Supply Determination Instructions and Form.

Property Owner Signature: Date: _____

*****The adequate water supply determination approval remains valid only if the facts asserted and governing law do not change, and expires within (2) years of issuance. All applicable fees may be non-refundable.*****



PART 4 – NOTARIZED STATEMENT

I, _____ (the undersigned applicant) under penalty of perjury in the State of Washington agree to comply with all sections of this document, federal, state, and local provisions, codes, and ordinances in regards to water use. These covenants and agreements 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. I certify that the information provided is true and accurate and I understand that if the project description should change that it is my responsibility to inform Kittitas County Public Health Department (KCPHD) and that the department may require different and/or additional requirements. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting there from which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant for a building permit, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, and constructed in accordance with federal, state and local requirements. I also wholly understand that approval of this application does not warrant any guarantee of potable water or the legal right to use waters of the state and that I alone assume the calculated risk of developing a potable water supply. I understand that all applicable fees are non-refundable and that KCPHD may have additional requirements to ensure that sufficient and adequate water supply is available for use and I shall comply with all requests made by KCPHD. Should I as the property owner chose to use and appoint an authorized agent to represent my interest, I may do so, by having myself and the authorized agent sign this notarized statement.

Signed: _____
Property Owner(s)

Print Name: _____
Property Owner(s)

I, _____ (the property owner) appoint,
_____ as an authorized agent to represent my interest.

Authorized Agent Signature (if applicable): _____ Print Name: _____
Authorized Agent Authorized Agent

State of Washington)
)ss
County of _____)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me,

- _____ who is personally known to me
- _____ whose identity I proved on the basis of _____
- _____ whose identity I proved on the oath/affirmation of _____, a creditable witness to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

_____ to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public in and for the State of Washington,
Residing in: _____
My Commission Expires: _____



OFFICIAL USE ONLY

REVIEW OF APPLICATION:

WATER AVAILABILITY TRACKING #: _____

Project is proposing to utilize a shared well between 2 connections? IF NO: Is the proposal between 3 or more connections or a current group system?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Does the application provide a valid well ID number for the proposed project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Project is in the Upper Kittitas County boundary as defined by 173-539A WAC:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Application materials for the proposed project are attached and complete: <ul style="list-style-type: none"> • Copy of the 2-party shared well users agreement : • A copy of the well log OR a 4-hour draw down test: • A current passing (within ≤ 1 year) bacteriological and nitrate (within ≤ 3 years) well water test: • Site map identifying the location of the proposed project and well location 	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant provided a determination of water budget neutrality from Ecology (if applicable)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

WATER QUALITY IMPROVEMENT AND STORAGE:

Based on the information provided in this application:

WATER QUALITY TECHNOLOGY/STORAGE REQUIRED: _____ N/A

EVALUATION NOTES:

DATE: _____ NOTES: _____

DATE: _____ NOTES: _____

DATE: _____ NOTES: _____

FINAL EVALUATION:

REVIEWER: _____ DATE: _____

Based on the information provided in this application and to the best of my knowledge and ability at this time:

- Requirements for adequate water supply determination appear to be complete and satisfactory*[†]
- The request for adequate water supply determination is not complete or unsatisfactory and therefore has been denied*[†]

NOTES: _____

*The Building Official makes the final determination on the issuance of a building permit per RCW 19.27.097.

[†] KCPHD does not make determinations regarding an applicant's legal right to ground water or the validity of WAC 173-539A nor does KCPHD have the authority to perform such actions.

ADEQUATE WATER SUPPLY DETERMINATION FEE (\$265.00) + NOTARY FEE (IF APPLICABLE)

TOTAL FEE DUE: = \$265.00 + _____ = \$ _____

Receipt #: _____



**2-Party Shared Well Users Agreement
(If Applicable)**

2 PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: _____

Serves Parcel Number: _____

Lot Number: _____ of _____ Subdivision

Physical Address: _____

AND

Parcel Number: _____

Lot Number: _____ of _____ Subdivision

Physical Address: _____

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 one-half 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.

Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

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.

Water Line Easements

(owner name and parcel #, name of subdivision, and lot number containing the well)

GRANTS

(owner name, parcel #, name of subdivision, and lot number adjacent to well)

An easement for the use and purpose of conveying water from the well to the property of

(owner name, parcel #, name of subdivision, and lot number adjacent to well).

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 shared property line. No new permanent type of building shall be allowed to 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. 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 10 feet of a septic tank or sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, 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 two-party domestic use. Any potential source of contamination may include but is not limited to: septic tanks and drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animals pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Kittitas County Public Health Department and/or other appropriate governmental agency.

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 water supply requirements of the State of Washington and Kittitas County. In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. 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.

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 property owners and written approval from the Kittitas County Public Health Department.

Restriction on Water Use

State water right laws prohibit this system from using more than 5000 gallons of water for indoor domestic use on any day without first obtaining a permit from the Washington State Department of Ecology. Also each parcel may irrigate no more than 1/2 acre of noncommercial lawn or garden. In order to remain in compliance, each proposed lot of _____ subdivision, lot _____ and lot _____ is prohibited from using more than 2500 gallons of water on any given day for indoor domestic use. Further, the total amount of yard, garden and other irrigation used by each property cannot exceed 1/2 acre or 21,780 square feet.

Termination of this Agreement

This agreement may be revoked at anytime; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Kittitas County Health Department for review and approval. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Kittitas County Auditor’s Office as a recorded document that runs with the title of the land.

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.

Signed: _____
Owner(s) of Property with the Well

Print Name: _____

State of Washington)
)ss
County of _____)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing in: _____
My Commission Expires: _____

Signed: _____
Owner(s) of Second Property Served by the Shared Well

Print Name: _____

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing in: _____
My Commission Expires: _____