

**CITY OF STEVENSON, WASHINGTON  
RESOLUTION NO. 2023-402**

**A RESOLUTION OF THE CITY COUNCIL OF STEVENSON ADOPTING  
A SEPTIC-TO-SEWER PROGRAM ENTITLED HEALING SCARS IN  
STEVENSON.**

**WHEREAS**, the *Stevenson Comprehensive Plan, as amended through May 2022*, seeks to reach a point where “development within the Stevenson Urban Area wisely considers the long-term interests of the community” (Goal 2) and “reliable utilities and convenient services fulfill the needs of the current and future community” (Goal 8). These goals guide decisions and plans for the wastewater collection and treatment system stewarded by the City Council; and

**WHEREAS**, in 2017, the City Council updated its *General Sewer Plan and Wastewater Facilities Plan*. The update was initiated in response to an Administrative Order from the Washington Department of Ecology. This Order was issued after repeated influent and effluent violations from the City’s Wastewater Treatment Plant (WWTP). The updated plans identified necessary improvements to the WWTP as well as the system of pipes and pumps collecting waste and conveying it to the WWTP; and

**WHEREAS**, the adopted 2017 update was the first update since 1991, which itself was the first update since 1977. Projects for construction, expansion and improvement of the WWTP and/or collection were identified in each plan. With each update, the City considered the Comprehensive Plan and planned for the future as it sized projects. Infrastructure improvements of this nature are known as “lumpy” as several years of low-cost maintenance are interspersed with large capital expenditures; and

**WHEREAS**, the 2017 wastewater plans anticipated a capital improvement “lump” of \$16,222,000 over a 6-year period as well as several smaller capital improvements to occur thereafter. Paying for these improvements is anticipated to occur partially via loan, with repayment spread over all users over a long term. All users will benefit as new users connect to the system, thereby reducing the repayment obligations of each individual user; and

**WHEREAS**, the wastewater collection system covers many—but not all—areas of the City and receives wastewater from many—but not all—properties in those areas. Often, properties were left unsewered because they were not yet developed when the majority of the sewer lines were installed in the 1970s. In many cases such properties were left undeveloped because of the difficult realities of developing near the many wet areas, and incising streams, and hazards of Stevenson’s hillside location. Often, uncoordinated, small-scale development in those areas over the past 50 years have not generated the return on investment necessary to extend or connect to the public sewer system, and the City has allowed installation of septic systems as an alternative to sewer connection. The long-term interest in providing a reliable and convenient wastewater system anticipates connection of these areas and properties over time; and

**WHEREAS**, objectives 2.1, 2.6, 2.7, 2.10, 2.13, 8.9, 8.21, and 8B.1, of the *Stevenson Comprehensive Plan, as amended through October 2022*, recommendations 6, 17, 22, 23, and 24

of the 2005 Watershed Management Plan for Wester Water Resource Inventory Area 29 (Western WRIA 29) and actions 5 and 6 of the 2015 WRIA 29A Watershed Planning Detailed Implementation Plan (DIP), support the City’s active role in managing land use, monitoring water quality and improving ground and surface water quality through a septic-to-sewer program., specifically identified in the DIP as Task 6.5;

**WHEREAS**, objectives 3.6 and 8A.1 of the *Stevenson Comprehensive Plan, as amended through May 2022* provide guideposts to ensure the septic-to-sewer program does not inflate housing costs, overwhelm facility capacities, or otherwise run contrary to the public health, safety or welfare;

**AND WHEREAS**, the City Council has carefully considered the public purposes served by the establishing a septic-to-sewer program. The financial incentive provided by the Helping Encourage Adjacent Landowners Sewer Connection and Replumbing Stipend is provided pursuant to RCW 35.67.360 therefore not a gift of public funds in violation of the Washington State Constitution Article XIII section 7;

**NOW, THEREFORE, the City Council of the City of Stevenson RESOLVES** to adopt the policies, procedures, and related amounts of septic-to-sewer program as contained in Exhibit “A”; and

**BE IT FURTHER RESOLVED** that this resolution shall be effective on February 1<sup>st</sup>, 2023.

Passed by a vote of \_\_\_\_\_ at the City Council meeting of \_\_\_\_\_, 2023.

SIGNED:

ATTEST:

\_\_\_\_\_  
Scott Anderson  
Mayor of Stevenson

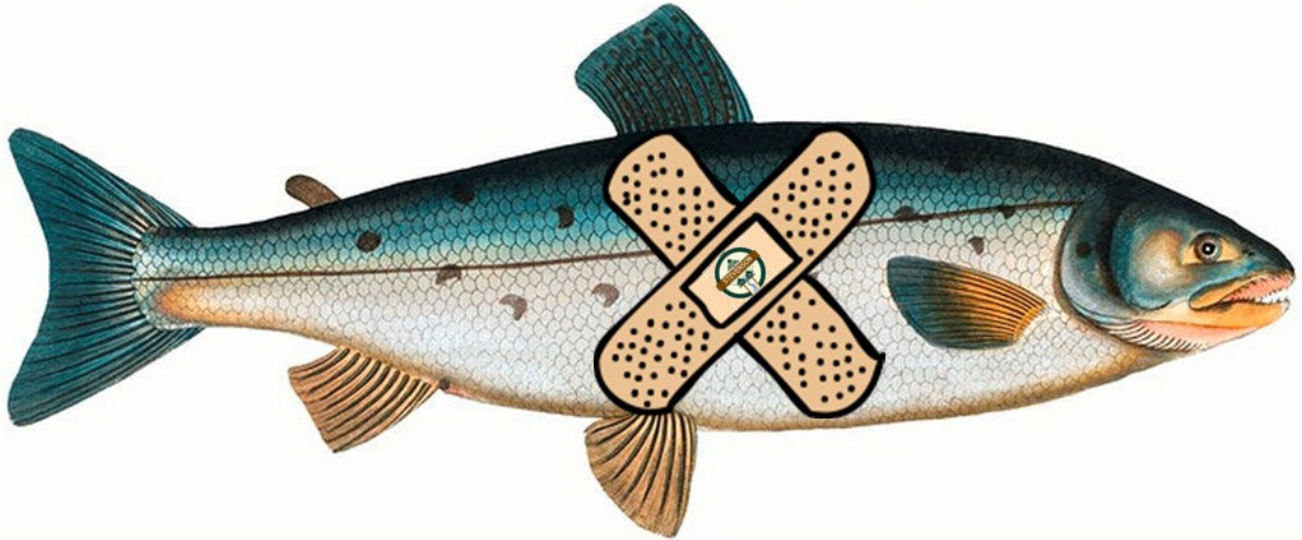
\_\_\_\_\_  
Leana Kinley  
Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich  
City Attorney

# **HEALing SCARS in Stevenson**

Helping Encourage Adjacent Landowners  
Sewer Connection and Replumbing Stipend



**Policies, Award Procedures and Fund Administration**

**Approved by Resolution 2023-402**

## Contents

I. OVERVIEW.....	3
Need.....	3
Purpose.....	3
Controlling Laws.....	3
Monitoring and Compliance.....	3
II. STIPEND.....	4
Maximum Award Amount.....	4
Determining the Maximum Amount.....	4
Terms of Stipend.....	4
III. ELIGIBILITY.....	5
Eligible Applicant.....	5
Eligible Area.....	5
Extended Eligibility.....	5
Ineligible Systems.....	5
MAP A – Eligible Areas.....	6
IV. APPLICATION FOR INCENTIVES.....	7
V. FUND ADMINISTRATION.....	8
Map B – Completed Projects.....	8
APPENDIX A – Cost Estimate (2022).....	9
<b>Table A-1 – Estimated Property Owner Costs</b> .....	9
APPENDIX B – Award Agreement Templates.....	10

## I. OVERVIEW

HEALing SCARS in Stevenson is a septic-to-sewer program adopted pursuant to RCW 35.67.360 advancing the public purposes stated herein. The program offers a financial incentive to decommission existing septic systems and connect to the public sewer system. The program's name reflects its intent: Helping Encourage Adjacent Landowners, Sewer Connection & Replumbing Stipend in Stevenson. This document lays out policies and procedures to ensure the incentive program is administered equitably and is not distributed as a gift of public funds.

### Need

Private, on-site septic systems exist in the Stevenson community. These systems' performance declines over time and create a greater and greater threat to public and aquatic health with each passing year. There are approximately 20 homes which are a) adjacent to an existing sewer main, b) within 300 feet of a fish-bearing stream, and c) still connected to an on-site septic.

Private, on-site septic systems involve minimal financial commitment by their owners. Transitioning to the public system involves ~\$22,300 in contractor fees, permit fees, and system development charges.

Collectively Stevenson's near-stream landowners can anticipate ~\$446,000 in costs to transition from on-site septic systems to the municipal wastewater treatment plant.

### Purpose

With this program, the City Council seeks to address that need while advancing these public purposes:

1. The public sewer system should be used to preserve, protect, and enhance the water quality values of fish-bearing streams (2.2).
2. The public sewer system should be used to correct health and safety hazards (8B.2).
3. The public sewer system should guide urban expansion (2.10, 8.9).
4. Infill should occur in areas already served by the public sewer system (2.7, 8.9).
5. Incentives should be available for infill in areas served by the public sewer system (2.13).
6. Incentives should decrease dwelling costs (3.6).
7. The cost of the public sewer system should be shared by more users (3.6, 8B.1).

The purposes above advance the goals and objectives of the *Stevenson Comprehensive Plan, April 2013 as Amended through October 2022*. The parenthetical notation provides a more specific reference to their location in the Comprehensive Plan. The restatement of these public purposes is related solely to this program. Their inclusion here does not preclude the City Council's embrace of other programs advancing the same or other purposes.

### Controlling Laws

The expenditure of public funds for the purchase of, and contracting for, goods, services, supplies and materials, shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations. In particular, RCW 35.67.360 is noteworthy.

### Monitoring and Compliance

The City Administrator shall implement, monitor, and enforce these policies and procedures.

## II. STIPEND

### Maximum Award Amount

The HEALing SCARS in Stevenson program provides an incentive up to \$25,000. Two tiers of incentive stipends are offered:

- Tier 1 Incentive Grants shall not exceed the maximum amount listed above. This incentive tier is available based on an applicant's need and fund availability. Need is determined at the reasonable discretion of the Administrator. Factors used by the Administrator may include:
  - Whether the applicant qualifies as a low-income senior citizen or low-income disabled citizen under SMC 13.10,
  - Other indicators of the applicant's net financial worth showing financial need.
- Tier 2 Incentive Loans are offered at an amount equivalent to the maximum amount listed above. All applicants are eligible for Tier 2 Incentive Loans.

The City Council estimates there are 20 or fewer properties which are currently eligible for assistance under this program and acknowledges that this number will change over time as homes connect and as sewer is extended.

### Determining the Maximum Amount

The stipend amount listed in this section is determined based on the collection of costs in Appendix A. These costs are estimated within 2 broad categories:

- Contractor Costs (ex., plumber, excavator, etc.)
- City/County Charges (ex., system development charges, permit fees, inspection fees, document recording fees, etc.)

The City Council acknowledges that the estimates are not static and the maximum amount may not cover all associated costs. Updates to Appendix A are appropriate and should occur at a frequency determined by the Administrator.

### Terms of Stipend

Typically cities are prohibited from gifting city funds or lending credit under Article XIII Section 7 of the Washington State Constitution. However, the City may gift funds to aid the "poor and infirm", and RCW 35.67.360 makes a special exception for loans to advance sewer and stormwater connections.

Tier 1 Incentive Grants are awarded based on financial need. All incentives are awarded on a reimbursement basis for actual costs incurred. As a condition of award, recipients of either a grant or loan will be required to enter into a contract with the City. See Appendix B.

The stipend is not intended to drive housing speculation or increase housing costs. To safeguard against this, stipend recipients must agree to repay the full principal balance plus a 25% deterrent amount. The deterrent amount is based on the original award amount. The length of the deterrent period is limited to 3 years from the initial award date, unless a different length is established when the award is issued. See Appendix B. The Administrator may waive the deterrent requirement related to Tier 1 awards.

### III. ELIGIBILITY

This section documents eligibility for receipt of an incentives under the HEALing SCARS program. Based on the criteria below, the City Council anticipates approximately 20 systems are eligible in 2023. The number of eligible systems will change over time (homes connect, sewer mains are extended, eligibility thresholds are modified).

#### Eligible Applicant

Eligible applicants are those city residents owning and occupying the dwelling for which a stipend is sought. Generally, occupancy means the owner resides in the dwelling as the applicant's primary residence and does not rent the dwelling during the applicant's absence.

#### Eligible Area

Based on the stated purposes, this program is only available to those properties for which sewer is already available. The area is further limited to target specific needs. Stipends will be available to owners of a property which is:

- Adjacent to an existing sewer main having sufficient capacity to accept the new connection, and
- Within 300' of a fish-bearing stream (Type F) or shoreline of the state (Type S).

#### Extended Eligibility

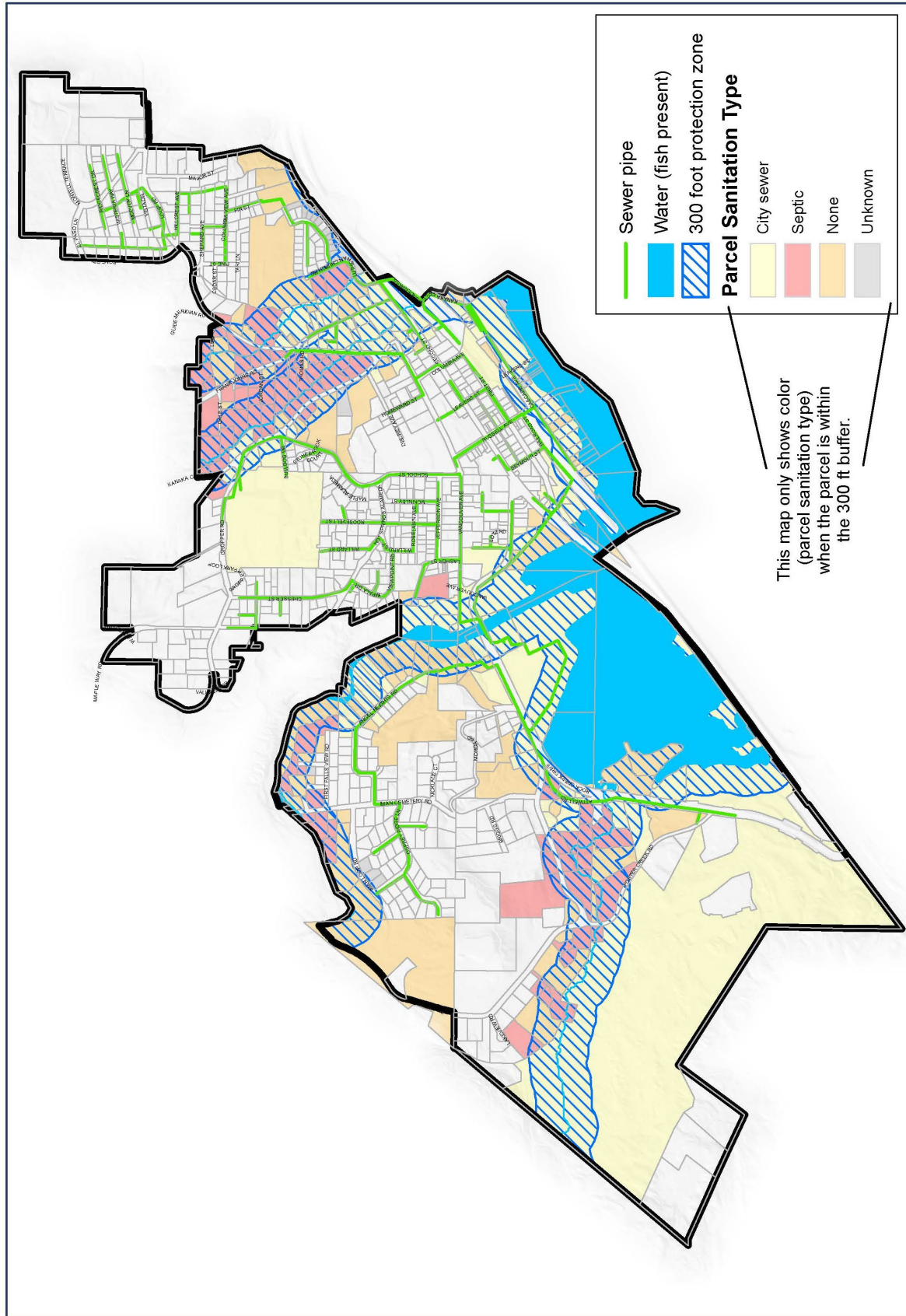
Proximity to a stream is not a limiting factor for any eligible applicant who the City Administrator determines is eligible for a Tier 1 award.

#### Ineligible Systems

[Reserved.]



# MAP A – Eligible Areas



This map only shows color (parcel sanitation type) when the parcel is within the 300 ft buffer.

SKAMANIA COUNTY  
 Department of Assessment & GIS  
 Created by: RPH Created: 11/28/2022  
 Comment: A spreadsheet of sanitation type (circa 2017) developed by the City was used to establish parcels that have 'City sewer', 'Septic', and 'None'. Parcels listed as 'null' or not listed in the spreadsheet have been assigned as 'Unknown'.



0 500 1,000 Feet



## **IV. APPLICATION FOR INCENTIVES**

Applications for an incentive under this program must be made on a form provided by the Administrator. Prior to accepting an application as complete, the Administrator may request any additional information the Administrator deems necessary to review the applicant's eligibility for award. Complete applications will be accepted on a continuous basis. Complete applications will be reviewed, and awards will be granted on a first come, first served basis, subject to fund availability.

## V. FUND ADMINISTRATION

The HEALing SCARS fund is operated as a Special Revenue Fund account. Among any other sources, contributions to this account are anticipated from:

- Transfers from the City's general fund,
- Benefactors, donations, etc.,
- In-lieu payments made to offset water quality or other environmental impacts by project proponents. Examples of this type include the initial seed funding paid as a result of a City stormwater project and include without limitation development projects in Shoreline Jurisdiction or impacting critical areas.

In addition to the award of incentives described herein, funds from this account may be used to demonstrate the impact of the award. Anticipated costs in this category include, without limitation, periodic surface water quality sampling and creation of maps related to the program.

### Map B – Completed Projects

[RESERVED]

## APPENDIX A – Cost Estimate (2022)

The table below collects all costs anticipated by the city for connection of an existing home to an adjacent public sewer system. The estimated costs herein were used to set the maximum award amount for the HEALing SCARS program.

Contractor Fees	
Replumbing ("Building Drain")	\$ 2,500
Scope/Assumptions: Install new building drain from existing low point to new cleanout (installed by others) at exterior building wall. Assume one low point in accessible crawl space. Assume existing drain runs to back yard and new drain runs 25' to new cleanout in the front yard.	
Sewer Connection ("Building Sewer"/Cleanout/Lateral to Main)	\$ 9,050
Scope/Assumptions: Install new cleanout at exterior building wall. Excavate, backfill, and reseed trench for new 4" lateral. Assume 30' length. Install new cleanout at property line. Excavate, backfill, compact, repour and repave trench within City street. Assume 6'x6' sidewalk repair, curb repair, and 2'x25' pavement repair. Connect to sewer main.	
Septic Decommissioning Total	\$ 4,025
Scope/Assumptions: Pump Septage from existing tank. Assume either 1,000 or 2,000 gallon tank. Includes a "pumper's inspection report" to Skamania County related to septic tank abandonment. Cut and cap influent line from home. Fill void in existing tank (haul or excavate on site). Assume 1,000 and 2,000 gallon tanks. Remove risers and lids/Remove risers and crush lids. Cut and cap effluent line to drain field.	
City/County Charges	
Sewer System Development Charge	\$ 6,175
Application/Inspection Fees	\$ 325
Scope/Assumptions: Includes Land Use Permit Application Fee, Application to Abandon Existing Septic Tank, Right-of-Way Use Fee, Sewer Inspection Fee, Plumbing Permit Fee	
Document Recording Fees	\$ 225
<b>TOTAL</b>	<b>\$ 22,300</b>

All individual costs in this table are rounded up to the nearest \$25 increment. Contractor costs are based on an average of all estimates generated from City outreach on this project. City outreach included requests to the following list of contractors. Contractors are listed in alphabetical order. Those in bold responded in a timely fashion.

- **Basse Construction**  
(509)637-4739 [billwbasse@gmail.com](mailto:billwbasse@gmail.com)
- **Bishop Sanitation**  
(509)773-4707 [lisa@bishopholdings.biz](mailto:lisa@bishopholdings.biz)
- **Brad's Septic Service**  
Does not currently service Stevenson
- **Chinook Plumbing and Heating, Inc**  
(509)493-1000 [chinookplumbinghr@gmail.com](mailto:chinookplumbinghr@gmail.com)
- Genesis Septic Solutions, LLC
- NW Construction General Contracting
- Trademark Plumbing LLC
- Van Pelt Inc
- Woodburn Plumbing, Inc

## **APPENDIX B – Award Agreement Templates**

The following templates are available to assist applicants, recipients and the Administrator:

- Sewer Reconnection and Repayment Agreement (6 Pages)
- Deed of Trust (3 Pages)
- Modification to Sewer Reconnection and Repayment Agreement (2 Pages)
- Application for Payment of Contractor Invoice (1 Page)
- What's Next letter (1 Page)

The Administrator may modify these templates (in-whole or in-part) for use in any individual award.

When Recorded Return to:

City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

**SEWER RECONNECTION AND REPAYMENT AGREEMENT**

CITY OF STEVENSON HELPING ENCOURAGE ADJACENT LANDOWNERS  
SEWER CONNECTION AND REPLUMBING STIPEND  
(HEALing SCARS)

**INTERNAL PROJECT NUMBER AND NAME**

THIS IS AN AGREEMENT between the undersigned property OWNER(S), and the City of STEVENSON (CITY) whereby the CITY agrees to issue a permit to connect the property herein described to a certain CITY sanitary sewer and to finance the costs thereof, and the OWNER(S) agrees to connect the property to such public sanitary sewer, to decommission the existing septic system on the property, and to repay such costs upon the terms and conditions herein stated.

1. OWNER(S) OF RECORD: The undersigned person or persons are the OWNER(S) of record of the property at the following street address:

**FIRST BORROWER NAME**  
**SECOND BORROWER NAME**  
**STREET ADDRESS**  
**CITY, STATE ZIP**

2. LEGAL DESCRIPTION: The legal description of such property is as follows:

**ABBREVIATED LEGAL DESCRIPTION**  
See also Exhibit "A" – Legal Description of the Parcel(s)  
**ASSESSOR'S TAX PARCEL NUMBER**

3. AVAILABILITY OF SANITARY SEWER. A City owned sanitary sewer is available to said property at the following location: **STREET ADDRESS, CITY, STATE ZIP.**

4. OWNER(S) AGREEMENTS. In consideration of the CITY'S permission for the undersigned OWNER(S) to connect such property to such sewer, the OWNERS agree as follows:

**HEALING SCARS AGREEMENT - 1**

- 4.1. To warrant that they are the owners of record of the property, that it is an existing single residential property which is currently on an on-site septic system and is not currently connected to public sanitary sewer.
- 4.2. To connect to said public sewer within one hundred eighty (180) days of execution of this Agreement, unless the CITY agrees, in its sole discretion, to extend such period for good cause shown.
- 4.3. To cause the on-site septic system to be immediately treated and terminated upon connection to said sewer.
- 4.4. To pay all application and permit fees due to CITY.
- 4.5. To repay all sewer connection incentive funds expended for the benefit of the property under this Agreement in accordance with the following terms and conditions:

4.5.1. The sewer connection - related costs covered by this Agreement are as follows:

Municipal fees and charges	\$ XXXX.XX
Sewer lateral connection costs	\$ XXXX.XX
<u>Septic system abandonment costs</u>	<u>\$ XXXX.XX</u>
TOTAL:	\$ XXXX.XX

4.5.2. The OWNERS agree to pay to the order of the CITY the sum of \_\_\_\_\_ DOLLARS AND XX/100 (\$XXXX.XX) in equal monthly payments for a term of twenty (20) years with interest from the date at the rate of 4.15 percent (4.15%) per annum on the unpaid balance until paid.

4.5.3. Payments are to be made in lawful money of the United States at the City of Stevenson, Washington City Hall, or at such other place as shall be designated by the CITY in writing.

4.5.4. Payments shall be due monthly commencing on the first of the month following execution of this Agreement by the parties and shall be due on the first of the month thereafter until paid in full.

4.5.5. The OWNERS reserve the right to prepay at any time all or any part of the principal amount due under this Agreement, plus accrued interest and, where applicable, a speculation deterrent penalty.

4.5.6. All payments received on amounts due under this Agreement shall be applied first to the interest due under the Agreement, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

4.5.7. If suit is instituted by the CITY to collect payment under this Agreement, or any portions thereof, the OWNERS agree to pay all costs of such collection, including

reasonable attorney's fees and court costs, and the OWNERS further agrees that venue and jurisdiction may be in Skamania County, Washington, at the LENDER'S option. If the amounts owed under this Agreement are reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

- 4.5.8. To execute a Deed of Trust on the property naming the CITY OF STEVENSON as beneficiary to secure repayment of amounts loaned by the CITY under this Agreement.
- 4.5.9. To sign an addendum to this Agreement agreeing to repay under the same terms and conditions any additional sums loaned under the HEALING SCARS program benefiting the property.
- 4.5.10. That the Deed of Trust shall secure such additional sums.
- 4.5.11. The OWNERS hereby waive demand, protest and notice of demand and protest to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Agreement.
- 4.6. In the event that the property is further short platted or subdivided, the OWNERS agree to pay any excess latecomer fees due to CITY.
- 4.7. The OWNERS agrees to provide the CITY with proof acceptable to the CITY that septic system has been treated and terminated. Examples of such proof include an invoice from a licensed plumber showing that the system has been treated and terminated or an inspection report from a City inspector.
- 4.8. The OWNERS agree to authorize the CITY to pay the OWNERS' contractor(s), if any, in behalf of the OWNERS for the costs to connect the property to a CITY sewer lateral and for the costs of abandonment of the septic system for the property.
5. ELIGIBLE COVERED COSTS: The CITY agrees to finance and/or waive any of the following costs for connection of such property to public sanitary sewer which the OWNERS desire to finance under this Agreement:
  - 5.1. To finance a system development charge, latecomer agreement, application, permit, and inspection fee imposed upon the property by CITY in conformity with the terms and conditions of this Agreement.
  - 5.2. To finance the actual costs to the OWNERS to connect the property to a CITY sewer lateral and to pay for the costs of treating and terminating the septic system for the property.
6. CONDITIONS FOR CITY PAYMENT/WAIVER OF COSTS: The CITY'S payment to the OWNERS or OWNERS' contractor(s), if any, of amounts pursuant to this Agreement are conditioned upon the following:



- 6.1. That the CITY has, at its option, either inspected and approved the work necessary to connect the property to the public sanitary sewer lateral and to treat and terminate the septic system on the property or the OWNERS have presented other proof of connection of the property to the sanitary sewer and treatment and termination of the septic system satisfactory to the CITY.
- 6.2. That the OWNERS agree to comply with the terms and conditions of this Agreement.
7. FILING OF AGREEMENT. The CITY shall file this Agreement and Deed of Trust with the Skamania County Auditor. This Agreement and all delinquent payments attributable to the financing of the systems development charge shall be a lien upon the described property as provided in State law at RCW 35.67.200, enforceable in accordance with RCW 35.67.200 through 35.67.280, and as an additional concurrent method of enforcement, water service to the described property may be terminated in accordance with RCW 35.67.290 until the delinquent payments have been made and the property OWNER(S) agree to hold the CITY harmless from any claims resulting from any shut off of utility service. Additionally, the CITY shall have the security interest in the property in the form of a Deed of Trust.
8. RELEASE. Upon termination or full payment under the terms of this Agreement, the director of finance or designate shall execute a release of such lien and of the Deed of Trust. Said release shall be filed with the Clark County Auditor by the CITY, acknowledging the satisfaction this Agreement. OWNERS shall pay any recordation costs and preparation fee (if any) of said release documents. The payment obligations of this Section shall survive termination of this Agreement.
9. CITY'S DESIGNATION OF SEWER CONNECTION LOCATION. The sewer connection permitted by this Agreement shall be made to the public sewer only at the point agreed to by the CITY Department of Public Works and connection shall be subject to all inspections and other regular conditions of service.
10. NOTICES. Any notice to OWNERS provided for in this Agreement shall be in writing and be given by mailing such notice by certified mail, return receipt requested, addressed to OWNERS at the property address stated in this Agreement, or to such other address as the OWNERS may designate by notice in writing to the CITY. Any notice to the CITY shall be given by mailing such notice by certified mail, return receipt requested, to the CITY at:
11. EFFECTIVE DATE OF THIS CONTRACT. This Agreement shall go into effect immediately upon execution by the parties.
12. TERMINATION OF AGREEMENT. This Agreement shall expire and be of no force or effect if this Agreement is not signed and returned to CITY within thirty days of the date of signature by the CITY of Stevenson. Additionally, if the Agreement is signed and returned, this Agreement shall expire and be of no force or effect if connection to the

sanitary sewer of the property has not commenced within sixty days of the date of the CITY's signature to this Agreement. If work is not completed within one hundred eighty days of execution of this Agreement by the CITY, this Agreement shall be of no force or effect and any waivers or payments of system development charges or other charges made pursuant hereunder shall be void. The OWNERS agree that upon such termination, all funds advanced to the OWNERS or the OWNERS' contractor(s) by the CITY, including any recordation costs and preparation fee (if any) of said release documents pursuant to section 8 of this Agreement, shall become immediately due and payable and subject to the terms of this Agreement and that any payments made to the CITY pursuant to this Agreement shall remain the property of the CITY and shall not be refunded to the OWNERS. The payment obligations of this Section shall survive termination of this Agreement.

13. SPECULATION DETERRENT PENALTY. The property owner may at any time pay off this contract. If all or any part of the property or any interest in the property is sold or transferred within 36 months of the effective date of this agreement, the OWNER agrees to pay a penalty of twenty-five percent (25%) of the original principal amount.
14. DUE ON SALE. The property owner may at any time pay off this contract. If all or any part of the property or any interest in the property is sold or transferred (or if the OWNER(S) is not a natural person and a beneficial interest in OWNER(S) is sold or transferred) without CITY's prior written consent, CITY will require immediate payment in full of all sums secured by this Agreement and the Deed of Trust. CITY shall give notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which OWNER(S) must pay all sums secured by this Agreement and the Deed of Trust. If OWNER(S) fails to pay these sums prior the expiration of this period, CITY may invoke remedies permitted by this Agreement and the Deed of Trust without further notice or demand on OWNER(S).
15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF STEVENSON

\_\_\_\_\_  
By Leana Kinley, City Administrator or designee

Dated: \_\_\_\_\_



When Recorded Return to:

City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

**DEED OF TRUST**

**CITY OF STEVENSON HELPING ENCOURAGE ADJACENT LANDOWNERS  
SEWER CONNECTION AND REPLUMBING STIPEND  
(HEALing SCARS)**

**GRANTORS: FIRST BORROWER NAME AND SECOND BORROWER NAME.**

**GRANTEE: CITY OF STEVENSON, a municipal corporation duly organized  
under the laws of the state of Washington.**

**TRUSTEE: COLUMBIA GORGE TITLE COMPANY**

THIS DEED OF TRUST is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between **FIRST BORROWER NAME AND SECOND BORROWER NAME** (hereinafter  
referred to as “Grantors”), **COLUMBIA GORGE TITLE COMPANY** (hereinafter referred  
to as “Trustee”), and **THE CITY OF STEVENSON**, a municipal corporation duly organized  
under the laws of the state of Washington (hereinafter referred to as “Beneficiary”).

The Grantors, in consideration of money loaned or credit extended by the Beneficiary under  
the HEALing SCARS program under that Sewer Connection and Repayment Agreement on  
file with the City of Stevenson together with any indebtedness for such future advances as  
may be extended to the Grantors under such program, hereby irrevocably grant and convey to  
the Trustee in trust, and any transferee of the Trustee, with power of sale, the following real  
property situated in the County of Skamania, State of Washington, and described as follows:

**LEGAL DESCRIPTION: ABBREVIATED LEGAL DESCRIPTION.**  
See also Exhibit “A” – Legal Description of the Parcel(s)

**PARCEL NUMBER: ASSESSOR’S TAX PARCEL NUMBER**

Which has the address of **STREET ADDRESS, CITY, STATE ZIP** (hereinafter referred to  
as the Property Address).

**ATTACHMENTS: Exhibit “B” Sewer Connection and Repayment Agreement**

**DEED OF TRUST - 1**





When Recorded Return to:

City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

**MODIFICATION TO  
SEWER RECONNECTION AND REPAYMENT AGREEMENT**

**CITY OF STEVENSON HELPING ENCOURAGE ADJACENT LANDOWNERS  
SEWER CONNECTION AND REPLUMBING STIPEND  
(HEALing SCARS)**

**INTERNAL PROJECT NUMBER AND NAME**

**Referenced in Agreement as “Exhibit B” or “Addendum”**

**OWNER(S): FIRST BORROWER NAME AND SECOND BORROWER NAME.**

**LEGAL DESCRIPTION: ABBREVIATED LEGAL DESCRIPTION.**  
See also Exhibit “A” – Legal Description of the Parcel(s)

**PARCEL NUMBER: ASSESSOR’S TAX PARCEL NUMBER**

THIS IS A MODIFICATION to that Sewer Connection and Repayment Agreement (the Agreement) between the OWNER(S) and the City of Stevenson (“CITY”) dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and filed as Exhibit B of the Deed of Trust under Auditor’s File Number #####.

It is made pursuant to Sections 4.5.9 of the Agreement in consideration for additional sums paid by the CITY and benefiting the OWNER(S) under the Helping Encourage Adjacent Landowners Sewer Connection and Replumbing Stipend (HEALing SCARS) program as follows:

Municipal fees and charges	<b>\$ XXXX.XX</b>
Sewer lateral connection costs	<b>\$ XXXX.XX</b>
Septic system abandonment costs	<b>\$ XXXX.XX</b>
<b>TOTAL:</b>	<b>\$ XXXX.XX</b>



The GRANTOR(S), hereby agree pursuant to Section 4.5.9 of the Agreement to repay to the CITY such additional sum of \_\_\_\_\_ AND XX/100 ( terms and conditions of the Agreement.

The OWNER(S) hereby further agrees, pursuant to Section 4.5.10 of the Agreement, that the Deed of Trust on the benefited property shall secure such additional sum.

All other provisions of the Agreement shall remain in full force and effect.

CITY OF STEVENSON

GRANTOR(S)

\_\_\_\_\_  
By Leana Kinley, City Administrator or designee

\_\_\_\_\_  
**FIRST BORROWER NAME**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**SECOND BORROWER NAME**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Phone Number

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **FIRST BORROWER NAME AND SECOND BORROWER NAME** to me known to be the individuals described in and who executed the foregoing Sewer Connection and Repayment Agreement, and acknowledged to me that **FIRST BORROWER NAME AND SECOND BORROWER NAME** signed and sealed the said instrument as his and her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.

\_\_\_\_\_  
Notary Public for the State of Washington  
My commission expires: \_\_\_\_\_

**MODIFICATION - 2**

City of Stevenson • PO Box 371 • Stevenson, WA 98648  
[www.ci.stevenson.wa.us](http://www.ci.stevenson.wa.us)

APPLICATION FOR PAYMENT OF CONTRACTOR INVOICE  
HEALing SCARS Program

Applicant Name(s): First Borrower Name and Second Borrower Name

Property Address: \_\_\_\_\_  
Street City State Zip

Contractor Name: \_\_\_\_\_ Invoice Amount: \$ \_\_\_\_\_

Contractor Mailing Address: \_\_\_\_\_  
Street/PO Box City State Zip

I am hereby applying for the payment of my contractor's invoice for the actual costs of connecting the above listed property to a City of Stevenson sewer lateral and the costs of the abandonment and treatment of the on-site septic system under the City of Stevenson HEALing SCARS program. I understand that the contractor I have chosen to perform the work is not an agent of the City of Stevenson and that I am solely responsible for monitoring the quality of the contractor's performance and for the contractor's compliance with Federal, State, and City codes and regulations. I also understand that I am financially responsible for repaying such costs to the City of Stevenson, under the terms and conditions of the HEALing SCARS program.

In consideration of the benefits received by me through the HEALing SCARS program, I hereby agree to release, save, and hold harmless the City of Stevenson and its officials, administrators, employees, and agents from any and all liability and claims for any damage or injury brought by me, my family, estate, heirs, or assigns arising out of the performance by the contractor I have selected for work financed through the HEALing SCARS program.

Applicant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment will be mailed directly to your contractor on your behalf.

City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

HELPING ENCOURAGE ADJACENT  
LANDOWNER  
SEWER CONNECTION AND REPLUBING  
STIPEND PROGRAM (HEALing SCARS)

**Financing: What's Next**

Payments must be received in our office on or before the last day of each month. If payment is postmarked or received in our office after that date, the total payment will be appropriated to the oldest outstanding interest and then to the oldest outstanding principal. **There will be prepayment penalty when paid within 36 months of the agreement date. There will be a reconveyance fee due at time of payoff. The reconveyance fee is currently \$300.00 (subject to change).** Please contact our offices at 509-427-5970 for a current payoff quote.

**Your payment of approximately \$XX.XX is due on or before the last day of each month.  
Your first payment will be due XXXXXXXX XX, 202X.**

**If You Wish to Finance the Contractor's Costs:**

Please email [utilities@ci.stevenson.wa.us](mailto:utilities@ci.stevenson.wa.us) when you're ready to add the contractor's costs. We'll need:

1. Original contractor invoice
2. Copy of final inspection on your plumbing permit, if inspection was completed by Skamania County.\*\*\*

You will sign an authorization for the City of Stevenson, to pay the contractor on your behalf, as well as an addendum to the original Sewer Connection & Repayment Agreement, to add the contractor invoice amount to your original loan. Your payments will adjust accordingly. Once the forms are completed the City of Stevenson will remit payment directly to the contractor on your behalf.

\*\*\*To obtain a copy of the final inspection on your plumbing permit:

Contact the Skamania County Community Development Department at 509-427-3900. They will provide you with information on how to obtain the Final Inspection on your plumbing permit.

Contacts:

HEALing SCARS  
509-427-5970  
City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648