



CITY OF NEWCASTLE
Community Development
Department

Accessory Dwelling Unit
Application

When Recorded Return to:

City of Newcastle
12835 Newcastle Way, Suite 200
Newcastle, WA 98056

Project # : _____ Fee: _____

ACCESSORY DWELLING UNIT (ADU) APPLICATION

Property Address: _____ Zip Code: _____

Assessor's Parcel #: _____

Owner: _____ Phone: _____

Email Address: _____

Mailing Address: _____

Please explain in detail a description of the activity proposed:

Include a site plan of property and a floor plan of proposed ADU

DESIGN & USE REQUIREMENTS: (SEE CHAPTER 18.31.040 OF THE NEWCASTLE MUNICIPAL CODE FOR COMPLETE REGULATIONS)

1. One accessory dwelling unit may be permitted as subordinate to a single-family dwelling.
2. Either the principal dwelling unit or the accessory dwelling unit must be occupied by an owner of the property, or an immediate family member of the property owner for more than six months each year.
3. A site may not contain both an accessory dwelling unit and a Type II home occupation or a home industry, as defined in Chapter 18.30 NMC.
4. An accessory dwelling unit, or the land on which the accessory dwelling unit is located, shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit, or the land on which the principal dwelling unit is located.
5. The accessory dwelling unit shall comply with all standards as adopted by the city, and any other applicable codes or regulations, and shall comply with all zoning code provisions for single-family residences, including height and setbacks, and shall be included as part of the impervious surface and floor area limitations for a building site.

Affidavit of Occupancy by Owner for Accessory Dwelling Unit

I, _____, owner of property located at _____, Newcastle, Washington, in conjunction with an application for an Accessory Dwelling Unit, do hereby certify that the information on this application is true and correct and that the principal dwelling unit or the accessory dwelling unit will be resided in for more than six months each year by the owner or a member of the owner's immediate family and that any prospective purchaser of the property will be notified of the limitations and requirements of this chapter.

Signature of Property Owner: _____ Date: _____

Signed: _____ Date: _____
Notary

Printed Name: _____ My Commission Expires: _____

For Office Use Only

Approved Denied Date _____

By: _____

Notary
Stamp



CITY OF NEWCASTLE
Community Development
Department

Agreement to
Pay Fees

Project Name: _____

Project File #: _____

AGREEMENT TO PAY FEES

1. It is the City of Newcastle's policy that applicants pay the direct cost attributable to processing their applications. These direct costs include all out-of-pocket expenses, staff and/or consultant time necessary to process and review the application. Included in the costs is a 10% administrative fee for handling and payment of consultant invoices on behalf of the applicant.

To facilitate payment, parties requesting City of Newcastle services must submit a deposit along with this Agreement to Pay Fees. The amount of the deposit will be determined by the Department of Community Development and is based on the estimated cost of processing the application through approval. Typically the City requests half of the estimated project cost up front with the balance paid during the review process. This is consistent with the Department's Operating Procedures.

The processing cost for projects can seldom be accurately estimated in advance. Therefore, please understand that the actual cost of processing your application may exceed the amount of deposit requested and/or estimated cost.

2. Applicant agrees to pay the applicable development fees adopted by resolution, as may be amended in the future and pay the following deposit with execution of this agreement, receipt of which is hereby acknowledged.

Required Deposit: \$ _____

The above deposit shall be applied toward services performed and costs expended on applicant's behalf. The deposit will be placed in a City of Newcastle non-interest bearing account. No interest will accrue on the deposit. The City of Newcastle will keep an accounting of amounts charged against the deposit and provide the applicant monthly statements showing the drawdown of the deposit funds.

The City of Newcastle will notify the applicant, prior to the deposit being exhausted, that additional funds are needed. The replenishment of the deposit is due immediately upon notification by the City. If the deposit requested is not remitted immediately, all project review may be halted until payment is received.

3. In the instance that the project is complete and the deposit balance does not cover the final costs, a bill will be sent to the applicant. If the bill is not paid within the standard 30 days it is considered past due and the City will start its collection procedures, including potential referral to a collection agency. All past due accounts are assessed a \$15 late fee per City resolution.

If a balance remains on deposit after the project is complete and the maintenance period has passed, the balance will be refunded to applicant.

By signing this agreement, the applicant understands and acknowledges that the payment of fees does not entitle the applicant to an approved land use permit. The applicant also understands that the failure to replenish the deposit as requested by the City may result in a delay or inability to process the requested land use permit application, as well as other possible sanctions.

By signing below, the applicant represents that they have read the Agreement to Pay Fees set forth above, and agrees to the terms and conditions set forth in this agreement.

APPLICANT SIGNATURE: _____

PRINTED NAME: _____

ADDRESS:

PHONE NUMBER: _____