

RESOLUTION NO. 245

A RESOLUTION OF THE BOARD OF WATER COMMISSIONERS
OF WHATCOM COUNTY WATER DISTRICT NO. 8, WHATCOM
COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 117
PERTAINING TO DEVELOPERS EXTENSIONS FOR SEWER.

WHEREAS, on the 7th day of July August 1975, this Board
adopted Resolution No. 117, pertaining to the conditions and
standards for Owner Sewer Extensions; and

WHEREAS, since that date the District has had extensive experience
in dealing with said resolutions; and

WHEREAS, the District has determined that based on this experience
the resolution should be amended to simplify the procedures
established and make the program more workable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Water Commissioners
of Whatcom County Water District No. 8 as follows:

That Resolution No. 117 be amended and in its stead the
following shall constitute the conditions and standards for Owner
Sewer Extensions:

WHATCOM COUNTY WATER DISTRICT NO. 8
Whatcom County, Washington

APPLICATION FOR PERMISSION TO CONSTRUCT
EXTENSION TO SEWER SYSTEM

The undersigned, this _____ day of _____, 19____, hereinafter referred to as "Owner", hereby makes application to Whatcom County Water District No. 8 in Whatcom County, Washington, for permission to construct and install an extension in the public right-of-way under the District's franchise therefore, and/or on easements which are subject to the approval of the District, and to connect to the District's sewage collection system and makes the following representations and agreements, to-wit:

1. LOCATION AND EXTENSION

The proposed extension will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereafter legally described, as follows:

Legal Description of Property:

2. DESCRIPTION OF EXTENSION

The proposed extension will consist of approximately _____ lineal feet of sewer pipe and appurtenances and shall be installed in accordance with plans and specifications provided

by the District's Engineer, and in accordance with the standards and conditions for constructing extensions to the sewer system adopted by the Board of Commissioners of the District, the terms and conditions of which are attached hereto and made a part hereof.

3. FEES AND CHARGES

- A. A non-refundable administration fee of \$500.00 shall be paid by the Owner to the District.
- B. All costs incurred by the District on this project shall be borne by the Owner. The fee to cover District costs shall be based upon actual time and expenses and shall be estimated from Figure 1. The fee shall be adjusted by the District if actual costs incurred indicate that the original fee will not cover all costs. The fee shall be paid to the District in consideration of the following work:
 - 1. Preparation or review contract plans, specifications, cost estimate, and easement documents.
 - 2. Construction inspection.
 - 3. Advice regarding the District's requirements.
 - 4. Application for state, county and/or city permits, where applicable.
 - 5. Completion of as-built drawings.
- C. The fee is retained for one year after final acceptance, at that time all the unexpended fee will be returned to the Owner.

The retained portion of the fee shall be used by the District when the Owner does not make the necessary repairs of any failures, including ditch settlement, within twenty-four (24) hours after notification by the District. At the end of the 24-hour period, if the Owner has not accomplished the necessary work, the District will have the work done and pay all costs in connection therewith from the fee.

The retention and/or use of such retained fee is in addition to and shall in no way limit the Owner's liability regarding the project guarantee as stipulated in the remainder of the agreement.

- D. - General Sewer Facilities Charge - Any application for sewer service facilities shall be subject to a general facilities charge of three cents (\$0.03) per square foot for all area within the parcel or tract, requesting sewer service or \$150.00 whichever is greater.

The general sewer facilities shall be based on a single family residential equivalence of 6000 square feet of land area per living unit. Any parcel or tract having a higher unit density than 6000 square feet of land area per unit shall be charged \$100.00 per unit for each additional unit. The computation of the area within said parcel or tract shall exclude county or other publicly owned streets and rights-of-way; and, upon approval by the District, may exclude areas designated to remain in an undeveloped, natural state for esthetic purposes.

The District will allow a credit against the general facilities charge to any owner who is required to install a larger line than ten inches (10") for the additional cost of acquiring and installing such larger line over and above the cost of the ten inch (10") line.

Payment shall be made before construction begins.

4. PAYMENT OF FEES

The fee derived from Figure 1 shall be paid by the Owner to the District as follows:

- a. One-third (1/3) of the fee at the time the application is made.
- b. Additional one (1/3) of the fee will be paid before construction begins.
- c. Final one-third (1/3) of the fee plus any costs not covered by the original fee before the sewer extension is accepted by the District.

5. PRELIMINARY ENGINEERING

The Owner shall furnish two (2) copies each of a proposed plat map and contour map to a scale of 1-inch = 100 feet or 1-inch = 50 feet with contour intervals of 5 feet or less, and proposed road profile sheets prior to the District's ordering of engineering design or plan review from its Engineer. Final plat map shall be furnished as soon as possible.

The Owner shall also provide the description, location and elevation of all bench mark data available on the project site and this information, wherever possible, shall be indicated on the maps furnished by the Owner.

6. EVIDENCE OF INSURANCE

The Owner or his Contractor shall take out and maintain during the life of this contract Public Liability Insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse, and destruction of underground utilities (X.C.U.) and contingent liability, including products and completed operations and blanket contractual liability, as shall protect him and the District and the Engineers. The Owner or Contractor shall have the District and Engineers specifically added as additional named insureds in said policies, all at no cost to the District or Engineers. The above insurance shall cover the District, Engineers, Owner and subcontractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this contract whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them and the Owner agrees, in addition to indemnify and save harmless the District and Engineers, either or both, from all suits, claims, demands, judgments, and attorneys fees, expenses or losses occasioned by the performance of this contract by himself, any subcontractor, or persons working directly or indirectly for him, or on account of or in consequence of any neglect in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industry of the State of Washington.

The amount of such insurance shall be as follows: Bodily injury liability insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and property damage liability insurance in an amount not less than \$1,000,000.00 for each occurrence.

The Owner or Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until notice has been mailed to the District stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

Provided, however, the District may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this Subsection where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

A certificate of insurance form can be found at the back of this document.

7. PERFORMANCE BOND

Owner or his Contractor shall furnish to the District a cash deposit or performance bond between Owner and the District upon the form approved by the District and in an amount equal to the District's estimated cost of the project, or actual cost, if known, prior to the staking of the extension for construction or provide evidence of a performance bond requiring construction of the sewer extension which is satisfactory to the District.

The Performance Bond shall require the Owner or his Contractor to pay all persons furnishing labor and materials and shall hold the District harmless from any claims thereof, whether any such claim would arise under the public works lien statutes, or the mechanic lien statutes of the State of Washington and compliance with the formal requirements of either or both of said statutes shall not be a condition to recovery upon said bond.

8. MAINTENANCE BOND

In addition to the cash deposit required by item 9 hereof, the Owner shall provide a maintenance bond in the amount of fifteen percent (15%) of the construction costs attributable to any lift stations required to be installed. Said bond shall guarantee maintenance for one (1) year after acceptance of the extension by the District and shall be in a form acceptable to the District.

9. EASEMENTS

Any required easement shall be obtained by the Owner at his sole cost and expense. A preliminary easement shall be delivered to the District prior to the time Owner commences construction. At the completion of construction and prior to the District accepting the sewer extension, a final signed easement shall be delivered to the District by the Owner. Where applicable the Owner shall provide an easement compatible with the District's Comprehensive Plan to insure continuation of the sewer line.

10. PERMITS

All the necessary permits shall be obtained by the Owner. The District shall be provided with copies of all such permits before construction begins.

11. GRADING OF ROADS

Owner shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the District in writing of any changes which may be contemplated during construction. If the Owner changes the subgrade elevation of the road after completion of the extension, or any part thereof, the Owner shall be responsible for all costs incurred for the extension as a result of said change in subgrade elevation. This obligation shall remain in full force until Whatcom County or other municipality releases the right-of-way or road construction bond or bond of other description in connection with the Owner's obligation for completion of the roads within the area.

12. MAINTENANCE OF CORRECT GRADES

The Owner and his Contractor shall maintain the correct grades between manholes and shall check all intermediate grade stakes by means of a taut grade wire between at least three intermediate grade stakes. In the event that the grade stakes do not line up, the work shall be stopped until the situation is corrected. The Contractor shall make certain that all sewers slope towards the connection to the existing sewer and that all sewers run at a constant grade and alignment between manholes.

13. CONNECTION TO THE DISTRICT'S SYSTEM

Not less than 48 hours prior to the time that the Owner desires connection to the District's system, written application for permission to make the actual connection at a specified time shall be made by Owner or his Contractor. All new connections to the existing system and all testing of the

new line shall require authorization of the District and shall be conducted in the presence of the District's representatives.

14. FINAL ACCEPTANCE

The District agrees to accept title to the extension when all work has been completed and when the District has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. Acceptance of said extension shall be by resolution of the Board of Commissioners, upon receipt of a completed, executed bill of sale and payment in full of all fees and charges.

15. BILL OF SALE

Owner agrees to execute a bill of sale approved by the attorney for the District within sixty (60) days of the approved and completed sewer extension. Said bill of sale will provide for transfer of title of the constructed extension from the Owner to the District and will further include the following items:

- a. The Owner is the lawful Owner of said property and it is free from all encumbrances.
- b. That all bills for labor and material have been paid.
- c. The Owner has the right to transfer said title and will warrant and defend the same against lawful claims and demands of all persons from one (1) year of the date of the bill of sale.
- d. Consideration will be recited that Owner grant the extension to District for the consideration of incorporating the system in the overall sewer system of the District.
- e. Owner further warrants for a period of one (1) year from the date of the bill of sale that the sewer system will remain in perfect working order and condition except where abused or neglected by the District and the Owner will repair or replace at his own expense any work or material that may prove to be defective during said one (1) year period of warranty.

16. PAYBACK AGREEMENT EXECUTION AND RECORDING

Following receipt of the bill of sale as heretofore described, the District agrees to execute and record a payback agreement pursuant to the terms of RCW 35.91, et seq. Said payback agreement will provide as follows:

- a. The parties agree to be bound pursuant to the terms of the Municipal Water and Sewer Facilities Act." RCW 35.91.010, et seq.

- b. The Owner has constructed and installed the sewer line in the general vicinity (describe the vicinity) as portrayed by a map attached and made a part of the payback agreement.
- c. That said bill of sale has been attached to the payback agreement.
- d. That the line has been accepted by the District and that Owner will be supplied with sewer service at the rate established by the District for their class of service.
- e. That the payback agreement will continue for a period of seven (7) years from the date of the agreement wherein the District will agree to reimburse the Owner and his assigns in accordance with the agreement the pro-rata share of the construction of said sanitary sewer line.
- f. The Owner of real estate who subsequently taps onto or uses the sewer facilities constructed pursuant to this agreement, or laterals or branches connecting thereto, will be charged a fair pro-rata share of the costs of the construction of these sewer facilities.
- g. No person, firm or corporation shall use the sewer facilities or extensions thereof during the period of time prescribed in such agreement without first paying to the District the full amount required by the provisions of the agreement. All amounts so received by the District shall be paid out by it under the terms of that agreement within sixty (60) days after the receipt thereof.

17. LIMITATION OF PERIOD FOR ACCEPTANCE

The extension shall be complete and accepted within one year of date of acceptance of this Application by the District. If the extension is not completed and accepted within one year from the date below, then the Owner's rights under this agreement shall cease and no additional service shall be connected to such extension unless and until Owner shall make a new Application or District consents to the renewal of the existing Application and the Owner shall pay the additional administrative, legal and engineering costs involved, all as determined by the Board of Commissioners.

18. AGREEMENT

I, _____, the Owner of the herein described property have read and accept the terms and conditions set forth in this application.

OWNER

WHATCOM COUNTY WATER DISTRICT NO. 8

Upon compliance with the terms and conditions of this application by the above named Owner, Whatcom County Water District No. 8 will accept said extension and furnish sewer service thereto.

WHATCOM COUNTY WATER DISTRICT NO. 8
Whatcom County, Washington

By: _____
Secretary,
Board of Commissioners

DESIGN STANDARDS

1. GENERAL

All extensions to the sewer system must conform to the design standards of the District. The system must be capable of future expansion in accordance with the comprehensive plan of the District. The following items are necessary to meet the conditions.

a. Plans and Specifications

The installation of sewer extensions shall be made in accordance with these Conditions and Standards. The scale shall be 1" = 50' or 1" = 100' on 24" x 36" mylar. The plans shall be sealed by a licensed Professional Engineer.

The construction plans shall be reviewed or prepared by the District's Engineers.

b. Rights-of-Way and Monuments

All rights-of-way in which the sewer extension is to be made shall be improved prior to preparation of construction plans and installation of the sewers. Permanent private easements shall be not less than ten feet (10') in width, and shall be cleared and grubbed to the entire width. Public rights-of-way shall be cleared, grubbed and graded in accordance with the requirements of Whatcom County. Monuments disturbed or destroyed shall be replaced at the Owner's expense.

2. DESIGN STANDARDS

- a. Unless otherwise called for by the District's Engineer on the specifications and plans, gravity sewers shall be concrete, clay, asbestos-cement or plastic pipe:

| | |
|-----------------|-------------------------|
| Concrete | ASTM C-14 Class 2 |
| Clay | ASTM C700 |
| Asbestos-Cement | Class 2400 C248 or C644 |
| Plastic-PVC | ASTM D3034 |

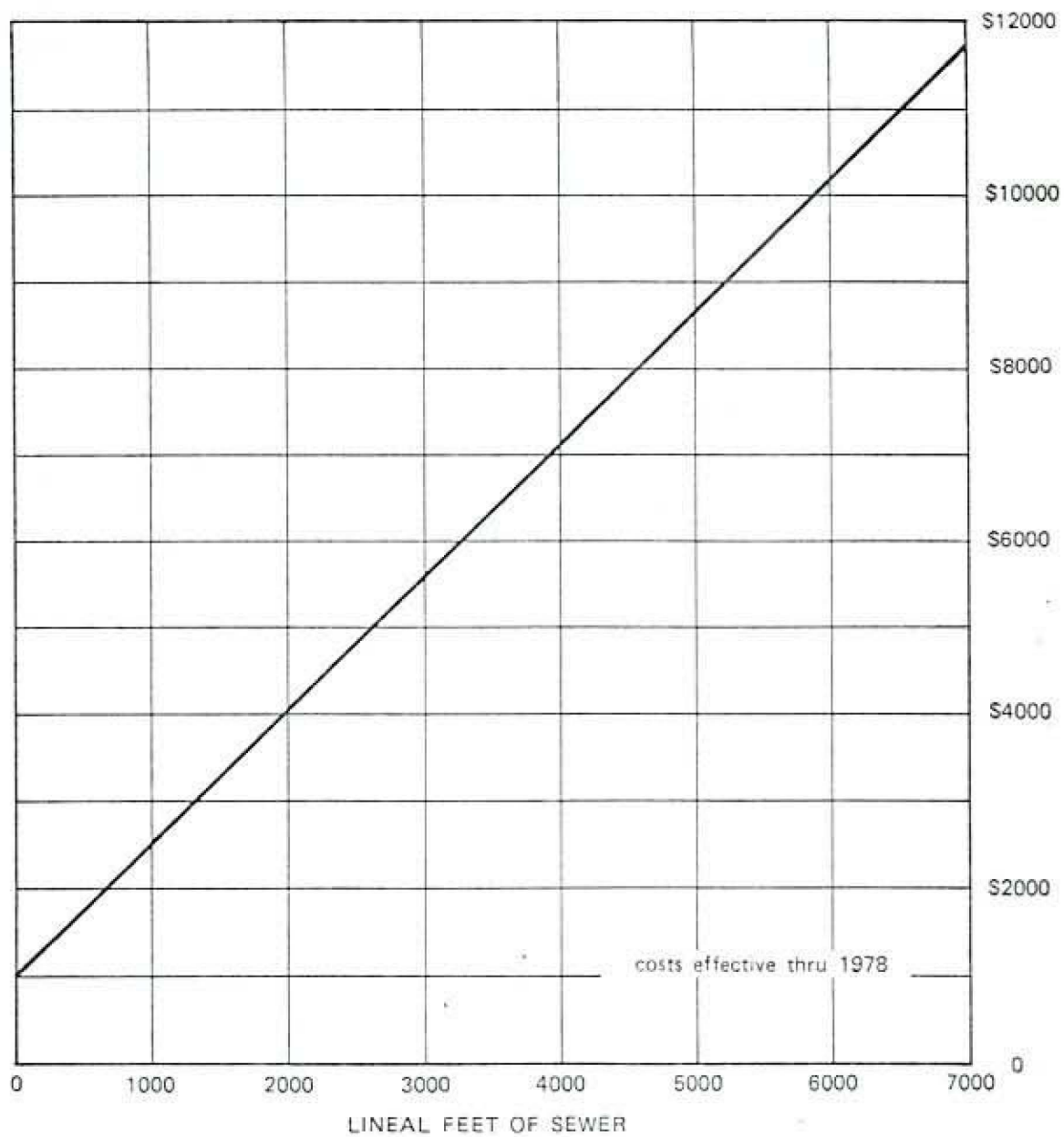
- b. Manholes shall be precast, shall be 48" I.D. in accordance with Detail No. 1 of the Standard Specifications, and shall generally conform to ASTM Specifications for equivalent size reinforced concrete sewer pipe.

Manhole covers shall be locking type in accordance with Detail No. 11 of the Standard Details in the Standard Specifications and shall be supplied with stainless steel socket head cap screws.

- c. Pressure mains shall be ductile iron or asbestos-cement.
- d. All joints for sewers or pressure mains shall be of the rubber gasket type.
- e. The pipe sizes shall be selected as is indicated by good practice and shall conform to the overall sewerage plan.
- f. Minimum grade shall be in accordance with "Ten States Standards".
- g. Manholes shall be placed at each grade and direction change. Distances between manholes shall not exceed 400 feet. Manholes shall be used at the termination of each sewer unless specified otherwise by District's Engineer.
- h. The sewer grade for 6" side sewer stubs shall be a minimum of 2%.
- i. A tight line by-pass shall be required to separate existing flows from the new connection, until final acceptance of the sewer extension.

3. STANDARD SPECIFICATIONS

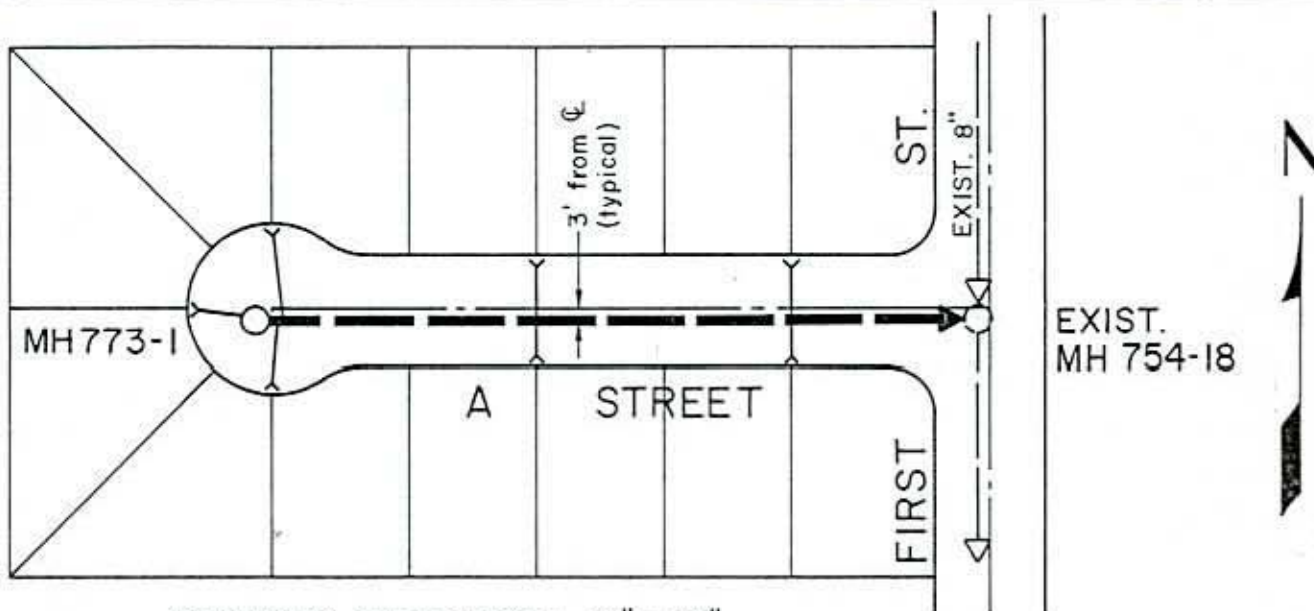
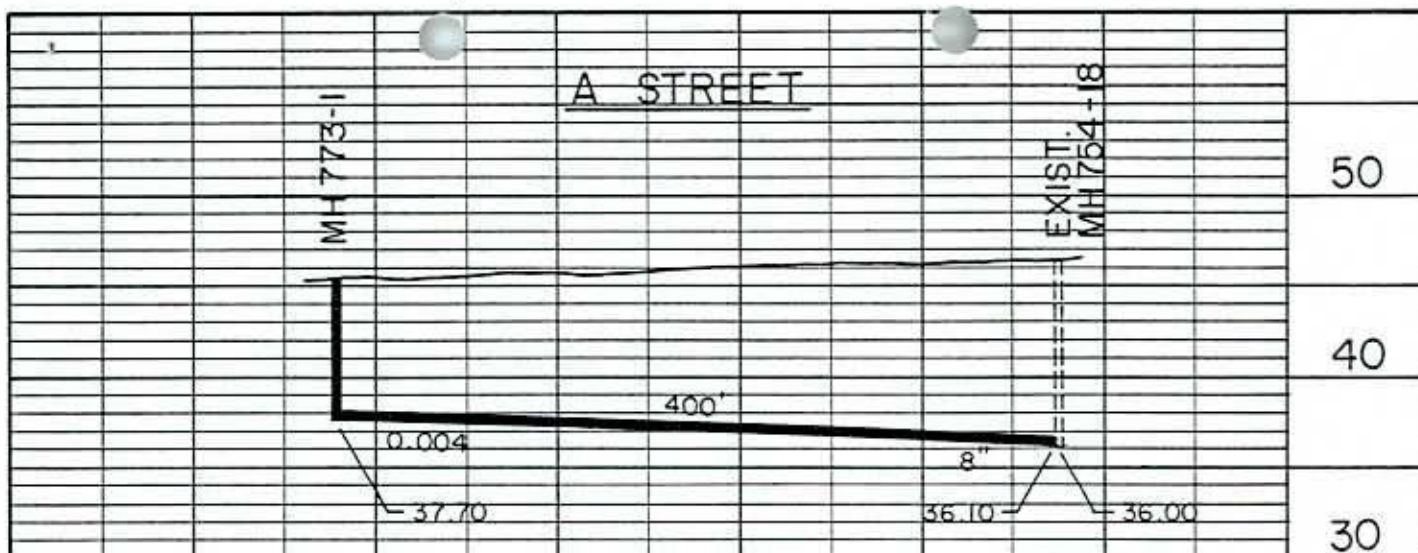
Standard Specifications for this Agreement are contained in a bound volume entitled "Standard Specifications and Standard Details" 5th Edition, 1971, published by Hill, Ingman, Chase, Consulting Engineers, of Seattle, Washington, Copyright 1971, consisting of 242 pages of printed material and 35 pages of Standard Details plus a Revision to said Specifications dated April 10, 1973, consisting of 16 pages of printed material, which volume is incorporated in this agreement by this reference as if set forth herein in full. The Owner's attention is called to the fact that said Standard Specifications contain General Conditions as well as construction details. The responsibility for supplying himself with these Standard Specifications shall rest with the Owner.



WHATCOM COUNTY WATER DISTRICT NO. 8

ESTIMATED FEE FOR
SEWER DEVELOPER EXTENSION

FIGURE 1



STANDARD SHEET SIZE: 24" x 36"
STANDARD SCALE: 1" = 100' OR 1" = 50' HORIZ.
1" = 10' VERT.

STANDARD GENERAL NOTES

1. All work shall conform to the rules and regulations of Whatcom County Water District No. 8.
2. Water District No. 8 shall be notified prior to commencement of construction. All testing and construction shall be inspected by Water District No. 8.
3. Typical side sewers to be 6 inch minimum size pipe to property line. Min. slope = 2%
4. Side sewers shall be located on opposite side of lot from water services.
5. A 2 inch x 4 inch marker shall be placed at the end of each stub.

WHATCOM CO. WATER DISTRICT NO. 8
DRAWING STANDARDS FOR
SEWER MAIN EXTENSIONS

URS COMPANY

Consulting Engineers and Analysts
Seattle, Washington

| | | | |
|---------------------|---------------------|---------|-------|
| Job No. | Drawn K.R.L. | DATE | SHEET |
| Vol. No. | Checked | 11/9/77 | |
| Scale N.T.S. | App'd | | |

ADOPTED BY THE BOARD OF COMMISSIONERS OF WHATCOM COUNTY
WATER DISTRICT NO. 8, of Whatcom County, Washington, at a regular
meeting thereof, held this 10th day of November, 1977.

C. R. O'Connor

Jordan Sullivan Sr.
COMMISSIONERS

ATTEST:

SECRETARY

I, _____, Secretary of the Board of
Commissioners of Whatcom County Water District No. 8, of
Whatcom County, Washington, do hereby certify that the above
is a true and correct copy of Resolution No. 245, passed
by the Board of Commissioners at a regular meeting held on the
10th day of November, 1977.

Jordan Sullivan Sr.
SECRETARY