

## **Appendix G – District Standard Document Templates**

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Water and/or Sewer Permit Application  
Developer Extension Agreement Application  
Developer Extension Agreement



**LAKE WHATCOM WATER AND SEWER DISTRICT**  
**Application for Water/Sewer Permit**

**PART 1 - Customer Billing / Lot Owner Information**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PART 2 - Project Site Information**

Tax Parcel Number: \_\_\_\_\_ Sudden Valley Division: \_\_\_\_\_ Lot(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PART 3 - Type of Permit** (check all that apply)

**Water Service**

- Single Family Residence
- Commercial or Other Type of Building. Describe: \_\_\_\_\_  
Water Supply Fixture Units (WSFU) per Uniform Plumbing Code: \_\_\_\_\_

Customer Pressure Reducing Valve will be Installed. (show location of PRV on site plan)

Special plumbing or activities that will be present on this site:

- |   |  |
|---|--|
| <input type="checkbox"/> Underground sprinkler system   | <input type="checkbox"/> Hobby farm              |
| <input type="checkbox"/> Water treatment system (e.g. water softener)   | <input type="checkbox"/> Animal watering troughs |
| <input type="checkbox"/> Solar heating system   | <input type="checkbox"/> Swimming pool or spa    |
| <input type="checkbox"/> Residential fire sprinkler system  | <input type="checkbox"/> Greenhouse              |
| <input type="checkbox"/> Other water supply   | <input type="checkbox"/> Decorative pond         |
| <input type="checkbox"/> Sewage pumping facility or grey water system   | <input type="checkbox"/> Photo lab or dark room  |
| <input type="checkbox"/> Boat moorage with water supply   |  |
| <input type="checkbox"/> Home-based business. Description: _____<br>(e.g. beauty salon, machine shop, etc...) |  |

**Sewer Service**

- List Bonded Side Sewer Contractor Installing Sewer: \_\_\_\_\_
- Gravity Side Sewer
  - Private Grinder Pump to Gravity Sewer Main (Submit Grinder Pump Service Checklist)
  - Private Grinder Pump to Sewer Force Main (Submit Grinder Pump Service Checklist)

**PART 4 - County Permits & Water/Sewer Service Site Plan**

- Copy of Whatcom County Building Permit** (new construction only)
- Copy of Whatcom County Revocable Encroachment Permit** (required if work is in County Right-of-Way)
- Site Plan.** Plan must be to scale, neat, legible, and include the following information as applicable:
  - Existing Features.** Property lines, buildings, driveways, ditches, culverts, sewer mains, manholes, sewer cleanouts, fire hydrants, water main valves, sewer cleanouts.
  - Proposed Features.** Buildings, driveways, sewer service alignment, cleanouts, connection to sewer main, grinder pump, location of customer pressure reducing valve, easements, backflow preventor.
  - Note:** Tree removal for sewer and water service lines must be coordinated with Sudden Valley Community Association.

Application Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(print name)

**LAKE WHATCOM WATER AND SEWER DISTRICT  
Grinder Pump Service Checklist**

**DESIGN/PUMP SELECTION**

**Grinder Pump System**

Tax Parcel Number: \_\_\_\_\_

- E-One 2000 Series Package Grinder Pump System
- Hydromatic Package Grinder Pump System
- Liberty Pumps 2448LSG, 2472LSG, or 2484LSG Simplex Grinder Package System
- Myers Package Grinder Pump System
- Other (System must be reviewed and approved by District. Submit drawings, specifications, & calculations)

Static Head (feet): \_\_\_\_\_ (Vertical distance, or height, effluent is pumped)

Dynamic Head (feet): \_\_\_\_\_ (Friction losses due to pipe, bends, valves, fittings)

Total Dynamic Head (feet): \_\_\_\_\_ (Static Head + Dynamic Head)

Pump Operating Point (gpm): \_\_\_\_\_ (Flow rate of pump at Total Dynamic Head)

**MINIMUM SPECIFICATIONS**

Grinder pump systems shall be in accordance with Section C1-10.1 and C1-10.2 of the current edition of the Criteria for Sewage Works Design published by Washington State Department of Ecology. Specific section references from the design manual are noted in parentheses below.

Installed grinder pump system shall meet the criteria for the maximum hydraulic gradeline and be able to meet the pumping requirements of the structure where it is installed. (C1-10.1.5)

**Connection to Gravity Sewer Main**

- Pressure service line shall be 1-1/4" HDPE SDR11 between grinder pump and gravity sewer stub.
- Minimum pipeline velocity of 2 feet per second. (C1-10.1.4)
- Maintenance shut-off ball valve on discharge line at grinder pump. (C1-10.2.1A)
- One check valve required. Can be installed on grinder pump. (C1-10-2.1A)

**Connection to Force Main**

- Pressure service line shall be 1-1/4" HDPE SDR11 between grinder pump and check valve vault.
- Minimum pipeline velocity of 2 feet per second. (C1-10.1.4)
- Maintenance shut-off ball valve on discharge line at grinder pump.

**Two check valves required. (C1-10.2.1A)**

- Check valve #1: Installed at Grinder Pump. Can be installed on grinder pump.
- Check valve #2: Installed at property line. Check valve in vault per Standard Detail S12.
- Tapping saddle, 2" corp stop, resilient seat gate valve, and valve box at force main. (C1-10.2.1A)
- 2" HDPE SDR11 service line between forcemain and check valve vault.

**Control Panel / Electrical Requirements**

- Grinder pump UL Listed for use in raw sewage. (C1-10.2.2A)
- Pump control panel and level-sensing mechanism UL Listed for use in raw sewage (C1-10.2.2C)
- High level visual and audio alarm with battery backup. (C1-10.2.2C)
- Audio alarm capable of being silenced until repair can be made. (C1-10.2.2C)
  
- Power transfer switch with an emergency generator plug for vessels with less than 24 hours of storage (1000 gallons for single family residence). (C1-10.1.6D&E)
  
- Electrical components in compliance with National Electrical Code and state Labor and Industries Electrical Inspection Division. (C1-10.2.2D)

**Ventilation**

- Grinder pump storage tank shall have a separate vent system from structure plumbing. (C1-10.2.2E)

**DESIGNER/SUPPLIER CONTACT INFORMATION**

Designer: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
(print name)

Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_  
(print name)

# LAKE WHATCOM WATER & SEWER DISTRICT

## APPLICATION TO ESTABLISH DEVELOPER EXTENSION AGREEMENT (DEA)

<b>1. Printed Name</b>	<b>2. Signature</b>	<b>3. Date Signed</b>
<b>4. Address</b>		<b>5. Phone</b>
		Home
		Work
		Fax
<b>6. Attach Following Maps (11 x 17 or smaller):</b>		
<input type="checkbox"/> Assessor map with parcels highlighted (black and white copies only, please)		
<input type="checkbox"/> Proposed plat or lot layout with proposed water and/or sewer improvements. Show existing and proposed utility easements and public right-of-ways		
<b>7. Project Name</b>		
<b>8. Site and Project Information</b>		
List of Parcel Numbers:	Proposed Number of Water Services:	
	Proposed Number of Sewer Services:	
Current Zoning:	Total Acres:	
Anticipated Start of Construction:	Anticipated Construction Duration:	
Provide a brief narrative description of the proposed development and requested water and/or sewer services. (If you require more space, please attach a separate sheet of paper):		

To be completed by District			
<b>9. Application Complete</b>	<b>10. Application Fee Received</b>	<b>11. Receipt #</b>	<b>12. Received by</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>13. General Manager Signature</b>		<b>14. Date Signed</b>	

***SPECIAL NOTICES TO APPLICANT***
➤ When you request to establish a DEA with the District, we will provide you with an Application and a sample of a Developer Extension Agreement. The sample is provided to you for information and planning purposes only.
➤ Once the District approves your application, you will be asked to complete and submit the DEA.
➤ Application processing steps are printed on the reverse of this form.
➤ This Application, once accepted and approved by the District, does not constitute, nor does it imply, a guarantee by the District to provide water or sewer service.
➤ This is NOT a "Will Serve" document.

## OVERVIEW OF DEVELOPER EXTENSION PROCESS

### Application Process:

- A. Developer identifies basic facilities needed for the project.
- B. Developer completes a Developer Extension Agreement (DEA) Application Form.
- C. Board of Commissioners evaluates whether or not to allow extension.

### After Board of Commissioners decides to allow extension:

- D. District and Developer sign a Developer Extension Agreement.
- E. Developer designs facilities using District Design Standards.
- F. Developer constructs facilities using District's Construction Standards.
- G. District accepts improvements.
- H. If applicable, District creates a Latecomer's Agreement with Developer per RCW's 56 & 57.

## APPLICATION PROCEDURES

1. Applicant furnishes information required on reverse and pays application processing fee.
2. District performs preliminary Application completeness evaluation. If evaluation proves unsatisfactory, the District will return the application package to applicant citing deficiencies, and advise that application revision and resubmission is necessary.
3. Using information provided on the reverse, District ascertains proposed project conformance to the latest approved version of the District's Comprehensive Plan and other relevant District planning requirements. If found that:
  - 3.1. The information provided is insufficient to allow a determination, the District General Manager notifies the Applicant accordingly, citing discrepancies, and advises that Application revision/resubmission is necessary.
  - 3.2. In full conformance, the District General Manager advises the Applicant accordingly, and automatically petitions the District's Board of Commissioners to authorize the creation of a Developer Extension Agreement (DEA).
  - 3.3. In non or partial conformance, the District General Manager notifies Applicant accordingly, citing discrepancies, and advises that Application revision/resubmission is necessary.

If a Comprehensive Plan Amendment is required, the Applicant petitions the District's Board of Commissioners to have the District attempt a formal amendment to the latest approved version of the District's Comprehensive Plan. Applicant is hereby cautioned that:

- The Commissioners are not obligated to grant Applicant's request to attempt to amend the Comprehensive Plan.
- Applicant shall fund all expenses associated with said amendment attempt, (current minimum estimate \$1,000.)
- Amendment approval is not guaranteed since amendments require approval by multiple State and County agencies.

# LAKE WHATCOM WATER AND SEWER DISTRICT



DEVELOPER EXTENSION AGREEMENT  
(DEA)

Contract #	#D08??
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<b>Project Information</b>			
Title	?????Project Name??????		
	Developer	Developer's Engineer	Developer's Contractor
Name			
Address	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
Phone #s	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

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## 1. DEFINITIONS

- Construction - *Activities that execute or implement the design.*
- Design - *Plans, specifications, drawings, and other related documents, plus any other helpful visual or technical aids, such as graphics and mock ups, that communicate the details of the proposed facilities.*
- Developer - *Person/entity making application to construct water, sewer, and/or stormwater facilities.*
- Developer Extension Agreement (DEA) - *the contract between the District and the Developer to construct water and/or sewer facilities on property owned by the Developer, and in roads, easements, or other rights of way described in the approved application.*
- Developer's Contractor - *The entity selected by the Developer to perform construction.*
- Developer's Engineer - *The engineering entity preparing the design for the proposed facilities. The Developer's Engineer shall be qualified under Section 4.3 below, but shall NOT be the District's Engineer.*
- District - *Lake Whatcom Water and Sewer District.*
- District Engineer - *The professional engineer employed by the District that administers the Developer Extension Agreement.*
- Facility - *Water, sanitary sewer, and/or stormwater infrastructure and hardware; including but not limited to pipes and fittings, valves, pump stations, hydrants, associated electrical-mechanical devices, telemetry, buildings, and shelters.*
- Notice to Proceed with Construction - *A District generated document to the Developer that specifically authorizes the Developer to execute the District's Engineer's approved design at the site. Conversely, the Developer shall not install water and sewer utilities at the site without prior receipt of a Notice to Proceed with Construction.*
- Pre-paid Connection Certificate – *The certificate that the District issues when a Developer makes the required payment to reserve capacity in District-owned water and/or sewer facilities as part of a Developer Extension Agreement.*
- Connection Charge – *The current total monetary charge for general facilities charges, ULID or latecomer fees, as well as an administrative charge, which is paid to the District for system capacity. The connection charge is applicable for the calendar year issued, and thereafter shall be subject to such additional or higher fees as may thereafter be adopted by the District.*

**2. LOCATION OF PROPOSED FACILITIES**

Developer shall install the proposed water and sewer facilities on property owned by the Developer, and in roads and/or easements and/or other approved rights of way as described in an approved application for water and sewer. The water system shall..... The Application was approved for ?? water and sewer connections on ???DATE???.

The properties owned by the Developer to be used for these facility extensions have the following Whatcom County Tax Parcel number(s) (as of the date of this agreement):

<u>Tax Parcel Number</u>	<u>Owner</u>
#####	Name
#####	Address
#####	

**3. COMPREHENSIVE PLAN**

Developer represents that the proposed facilities are consistent with the District’s most current approved Comprehensive Plan.

**4. FACILITIES DESIGN**

**4.1. Design Standards**

The facilities shall comply with the District’s Design & Construction Standards in effect on the date the Notice to Proceed with Construction (NTPC) is issued by the District.. The District reserves the right to update the Design and Construction Standards at any time. The facilities shall also comply with Washington State Department of Health and Washington State Department of Ecology design standards and requirements. The Developer shall prepare all plans submitted in AutoCad Release 2002 or later format.

**4.2. Design Standards Compliance Determination**

The District Engineer retains exclusive and sole authority to determine when the Developer’s Engineer’s design complies with the Design and Construction Standards. The District Engineer is the Final Design approval authority. The Developer shall reimburse the District for costs incurred to review project Final Design. The Developer shall not commence construction until the District Engineer approves the design. It is the responsibility of the Developer to ensure that the plans prepared by the Developer’s Engineer conform in all respects to District specifications. Failure by the District to discover errors, omissions, or discrepancies in the plans shall not relieve the Developer of this responsibility.

**4.3. Developer’s Engineer**

4.3.1. Qualifications

Licensed Professional Engineer per RCW 18.43.

#### 4.3.2. Authority

The Developer's Engineer shall design the facilities that are the subject of this Agreement, prepare and submit for approval any construction-phase revisions, and prepare record drawings of the completed facilities.

#### **4.4. Changes**

Failure of the District to require changes in the plans prior to approval of them shall not be deemed a waiver of the District's right to require such changes in the plans as the District may deem necessary during the course of work.

#### **4.5. Ownership**

The originals of all plans, including all electronic file media, prepared by the Developer's Engineer shall be delivered to the District upon completion of the project and shall become the property of the District. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent in the plans.

#### **4.6. Information Provided by District to Developer**

The District shall make available to the Developer information it may have regarding existing utilities and obstructions. Such information is not guaranteed. Incompleteness or errors in this information shall not be the cause of a claim against the District or its consultants, nor shall it relieve the Developer of responsibility for repairing any damage its activities may cause to such utilities.

### **5. FACILITIES CONSTRUCTION**

#### **5.1. Prerequisites to Commencing Construction**

- District Engineer approves the design (see Section 4.2).
- Developer reimburses District for design review costs (see Section 4.2 and Section 6.3).
- Developer delivers copy of insurance policy (see Section 7) to District.
- Developer delivers copies of easements (see Section 9) to District.
- Developer delivers copies of permits (see Section 10) to District.
- Developer pays developer conformance deposit (see Section 13) to District.
- Developer delivers performance bond (see Section 14) to District.
- Developer pays 25% of total amount of general facilities connection fees due (see Schedule A1) to District.
- Developer pays initial facilities inspection deposit (see Schedule A1) to District
- District issues **Notice to Proceed with Construction** (NTPC) to Developer.

#### **5.2. Construction Standards**

The construction of the proposed facilities shall comply with the design approved by the District Engineer and shall incorporate the District's Design and Construction Standards in effect on the date the Notice to Proceed with Construction (NTPC) is issued by the District. The District reserves the right to update the Design and Construction Standards at any time. The District retains exclusive and sole authority to determine Developer compliance with this requirement. A District designated inspector shall be present on the project site at all times wherever project construction activities occur that involves

underground utility work or other work that is to be buried or covered. The Developer shall reimburse the District for costs incurred to perform site inspections. The Developer shall collect accurate field information and provide record drawings to the District. The District inspector's notes will also be made available, but should not be relied on as the only source of "as-built" information. Before final acceptance, the Developer shall provide the District with record drawings on mylar, together with their digital files (both Adobe PDF and AutoCAD DWG files). The District shall issue a "Final District Acceptance of Facilities" notification to the Developer when the facilities are accepted. The Developer's professional land surveyor shall perform construction staking.

## **6. FEES AND CHARGES PAYABLE TO DISTRICT**

### **6.1. General Provision**

The Developer shall bear all costs, including those incurred by the District, associated with the administration, planning, design, construction, and required governmental agency approvals of the proposed facilities project.

### **6.2. General Fee Schedule**

See separate attached DEA Fees and Charges Schedule.

## **7. INSURANCE AND HOLD HARMLESS**

The Developer 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 and contingent liability, including products and completed operations and blanket contractual liability, as shall protect Developer, the District and its consultants. The Developer shall provide the District a signed certificate of insurance and CG2026 additional insured endorsement naming the District and its consultants specifically as additional named insured in said policies, all at no cost to the District. The Developer shall also require their Contractor and Subcontractors provide the same certificate and endorsement. The insurance shall cover the District and its consultants for all claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Agreement whether such operations be by the Developer, its contractor, or by any subcontractor or anyone directly or indirectly employed by them. The Developer agrees, in addition, to indemnify and save harmless the District, and the District's officers, agents, consultants, and employees, from all suits, claims, demands, judgments and attorneys fees, expenses or losses occasioned by the performance of this Agreement by Developer, any contractor, subcontractor, or persons working directly or indirectly for Developer, or on account of or in consequence of any act or omission of any such person, including but not limited to neglect in safeguarding the work or failure to conform to the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

The amount of such insurance shall be as follows:

Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate in any one year.

The Developer shall not cause any policy to be canceled 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. In the event the District or Developer receives notice of cancellation, the Developer shall immediately obtain other comparable insurance acceptable to the District and provide proof thereof to the District. In the event the Developer is unable to obtain and provide such insurance, he shall immediately cease all work on the project, save and except that which is necessary to secure the site and prevent injury.

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. The Developer shall provide a copy of insurance policy as well as the signed certificate of insurance and CG 2026 additional insured endorsement to the District prior to commencing construction.

## **8. SPECIAL CONDITIONS**

This agreement is conditioned upon Whatcom County's determination that the provision of water and/or sewer service to the proposed development complies with the Washington State Growth Management Act, RCW 36.70A. The Developer agrees to indemnify, defend, and hold harmless from any and all claims, suits, actions, or administrative proceedings, and any liability, loss or damage of any kind or nature, based upon any such actual or alleged violation.

## **9. EASEMENTS AND RIGHTS-OF-WAY**

The Developer shall provide all necessary easements at its sole cost regardless of changes in the design, together with evidence of title. A licensed land surveyor shall prepare legal descriptions for easements across the property of others. Developer shall deliver to District on the standard District form these recorded easement(s) prior to the time Developer commences construction hereunder.

In accordance with the District's Standards, the Developer shall include in any preliminary plat documents the easements for all water and sewer facilities not located in public rights-of-way. A licensed land surveyor shall prepare legal descriptions for easements that cannot be clearly delineated on the plat map.

Prior to acceptance of facilities, Developer shall deliver to the District all original recorded easements, and copies of the recorded plat (if there is a new plat) or other proof of dedication to Whatcom County of any newly designated or existing but unopened rights-of-way.

Developer shall provide a title insurance policy establishing clear title in grantor to District in sum not less than \$1000.00 per 500 lineal feet of easement.

## **10. PERMITS AND COMPLIANCE**

Developer shall obtain all necessary permits and approvals. Developer shall provide the District with a copy of all such permits and approvals before construction begins. Construction

shall proceed in accordance with all permits, approvals, and other governmental requirements, including the Whatcom County Development Standards and other District requirements. The District reserves the right to cancel, suspend, or not renew or extend this agreement in the event that the Developer, or its agents, are not in compliance with this Agreement, the Plans and Specifications, the terms of any permits and approvals, the Whatcom County Development Standards, or other governmental requirements.

#### **11. USE OF EXISTING FACILITIES**

Until execution and acceptance of the Bill of Sale there shall be no water and/or wastewater flow through any on-site or off-site mains or facilities, unless otherwise authorized in writing by the District.

#### **12. LATECOMER REIMBURSEMENT AGREEMENT**

At the request of the Developer prior to District final acceptance of facilities, the District will create a Latecomers Reimbursement Agreement with Developer per Title 57 RCW. Developer shall submit to the District all contracts and costs related to the facilities. The District's Engineer will determine the benefit area of the new facilities and verify those costs that are eligible for reimbursement. If the District determines that no benefit area per Title 57 RCW exists, then no Latecomers Reimbursement Agreement will result. The Latecomers Reimbursement Agreement shall be signed and notarized by the Developer prior to final acceptance of facilities. Requests by the Developer to establish a Latecomer Reimbursement Agreement after District's final acceptance of facilities will not be considered.

#### **13. DEVELOPER CONFORMANCE DEPOSIT**

The Developer Conformance Deposit shall be held until the Developer has filed with the District a copy of the recorded plat and any adjustments, amendments, or additions to the easement documents or as-built records of the District that are required due to changes in the development, including but not limited to the following: lot lines, greenbelt area legal description, easement descriptions, right-of-way dedication.

The District will retain the Deposit until all items requiring adjustment, amendment, or addition have been completed. All costs of such changes for engineering, legal and administration shall be deducted from the Deposit and any balance remaining shall be returned to the Developer. The Deposit shall not constitute a limit on the amount to be paid to the District for any such adjustments, and connections to the system will not be allowed until the District has been reimbursed for the full amount thereof if in excess of the amount of the Deposit.

#### **14. PERFORMANCE AND PAYMENT BOND**

Prior to commencement of the work, the Developer shall furnish to the District a performance and payment bond between Developer and the District upon a Developer-provided form with sureties approved by the District and in an amount equal to 150% of the estimated cost of the project as determined by the District Engineer. The performance and payment bond shall require the Developer to faithfully perform all the provisions of this Agreement, including the execution of the approved Plans and District Construction Standards, and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such person or

persons, or subcontractors, with provisions and supplies for the carrying on of the work. The performance and payment bond shall also hold the District harmless from any claims thereof, whether any such claims would arise under the public works lien statutes, or the mechanic lien statutes of the State of Washington or any other source, and compliance with the formal requirements of any such statutes shall not be a condition to recovery upon said bond. In lieu of a performance and payment bond the Developer may provide a letter of credit in the amount of 150% of the estimated cost of the project to be held by the District until completion of construction. The letter of credit shall be issued by a Bellingham bank and payable to the District upon demand.

Should the work not be completed within the time allowed under this agreement, the District may complete the project and charge the bond for its costs.

#### **15. MAINTENANCE BOND**

The Developer shall provide a maintenance bond in the amount of ten percent (10%) of the construction costs as documented by the Developer. Said bond shall guarantee maintenance for two (2) years after acceptance of the facilities by the District and shall be in a form acceptable to the District.

#### **16. GRADING OF ROADS**

Developer 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 Developer changes the subgrade elevation of the road after completion of the facilities, or any part thereof, the Developer shall be responsible for all costs incurred for the facilities as a result of said change in subgrade elevation. This obligation shall remain in full force until Whatcom County or other municipality releases the road construction maintenance bond or bond of other description in connection with the Developer's obligation for completion of roads within the area.

#### **17. CONNECTION TO THE DISTRICT'S SYSTEM**

Written application for permission to make the actual connection to the District's system at a specified time shall be made by Developer or its contractor not less than 48 hours prior to the time that connection to the District's system is desired. All connections to the existing system and all testing of the new facilities shall require authorization of the District or its authorized representatives.

Openings of valves and use of water from the District's system will be done by the District or its authorized representative. The District reserves the right to require that connections be made by live tap where disturbance of water service would in the opinion of the District, be unduly detrimental. The District may elect to make connections to the existing system and the Developer shall pay all costs for the connection.

Not less than 48 hours prior to the time that the extension is partially or fully completed and connection to the District's system is desired, written application for permission to make the actual connection to the District's system at a specified time shall be made by Developer or its Contractor. All new connections to the existing system and all testing of new lines shall require authorization of the District and shall be conducted in the presence of the District's



representatives. All inspections, connections and testing shall be made during normal working hours, unless prior arrangements have been made with the District.

## **18. PRE-PAID CONNECTION CERTIFICATION**

The District will issue a Pre-paid Connection Certificate for each approved connection after the Developer makes the required payment of all General Facilities Connection Fees. The Pre-paid Connection Certificate reserves capacity in District-owned water and/or sewer facilities. The connection charge paid is applicable for the calendar year issued, and thereafter shall be subject to such additional or higher fees as may thereafter be adopted by the District.

## **19. BILL OF SALE**

Developer agrees to execute a Bill of Sale prepared by the District prior to acceptance of system and furnish it to the District. The Developer shall deliver a copy of the recorded plat, short plat, or legal description of the property. A legal description, prepared by the Developer's professional land surveyor, is required for inclusion into the Bill of Sale. Said Bill of Sale will provide for transfer of title of the extension facilities from the Developer to the District and will further include the following statements:

- A. Developer is the lawful Owner of said facilities and the facilities are free from any encumbrances.
- B. Developer has the right to transfer said title and will warrant and defend the same against all claims and demands of all persons.
- C. Developer grants the facilities to the District in consideration of incorporating same into the overall system of the District.
- D. A statement of the costs, separating the costs of the water facilities from the cost of the sewer facilities, including administration, legal and engineering fees.
- E. All bills for labor and material have been paid and the Developer has provided a certificate from the contractor installing the facilities, and the Developer's Engineer, acknowledging that the contractor and engineer have been paid in full and/or do fully release, transfer, assign and set over to the District all of their rights, title, claims and interest therein.
- F. Developer further warrants that for a period of two (2) years from the date of the Bill of Sale that the facilities will remain in good working order and condition except where abused or neglected by the District. The Developer will repair or replace at its own expense any unsatisfactory work or material during the two (2) year period of warranty. The District will inspect the facilities at the end of the 2-year period.

## **20. FINAL ACCEPTANCE**

Formal Final Acceptance of the Facilities shall occur when all of the following conditions occur.

- District inspects and approves facilities as 100% complete.
- District receives water meters (Master Meter Dialog 3G Wireless RF) for each service. (see District Design and Construction Standards)
- District receives and accepts record drawings (see Section 5).
- District receives and accepts easements and title insurance (see Section 9).
- District receives Maintenance Bond (see Section 15).

- District receives and approves Bill of Sale (see Section 19).
- District receives a copy of recorded plat, short plat, or legal description (see Section 19).
- District receives legal description of property (see Section 19).
- District receives Latecomers Reimbursement fees due to other Developers, if Latecomers Reimbursement Agreement(s) apply to Developer's property.
- Developer pays to District any Supplemental DEA Processing/General Administrative Fees, if due.
- District receives signed and notarized Latecomers Reimbursement Agreement prepared by the District, if applicable.

## **21. CONDITION PRECEDENT**

Compliance with the terms and conditions of this DEA and all applicable resolutions of the District shall be a condition precedent to the District's obligation to accept a bill of sale and a condition precedent to the District's agreement to maintain and operate the facilities and to provide utility service to the real property described herein. Without limiting the generality of the preceding sentence, the District shall be under no obligation to allow connections to the water or wastewater system of any portion of the real property described in this DEA if there are any fees or costs due and owing to the District arising from this DEA or from regulations, resolutions or ordinances of any government agency.

The District shall not be obligated to provide utility service to the property described in this DEA if construction by third parties of facilities to be deeded to the District have not been completed and title accepted by the District if said third party facilities are necessary to provide utility service to the said property.

## **22. BREACH OF CONTRACT - ATTORNEY'S FEES**

A breach of any provision of this DEA shall constitute a total breach hereof, and shall subject the Developer to cancellation of the DEA, forfeiture of deposits, and claim for costs and damages, as allowed by law. The parties agree that in the event of litigation regarding the terms or performance of this DEA, the substantially prevailing party shall be entitled to an award of reasonable attorney fees and costs, in addition to any other appropriate remedy.

## **23. LIMITATION OF PERIOD FOR ACCEPTANCE**

The facilities shall be completed and accepted by the District within three (3) years of this Agreement. If the facilities are not completed and accepted within three (3) years from the date below, then the Developer's rights under this DEA shall cease. The Developer may submit a written request along with the DEA Renewal Fee to request a DEA renewal from the Board of Commissioners. The Board of Commissioners has the right to reject or accept the renewal request. If the Board of Commissioners accepts the renewal request, the Developer shall pay all administrative, legal, engineering, and other costs incurred to renew the DEA, all as determined by the Board of Commissioners. A DEA renewal requires both the Developer and Board of Commissioners signing a new DEA. The District is not responsible for notifying the Developer of pending Contract expiration.

**24. NO THIRD PARTY RIGHTS CREATED**

This agreement is made entirely for the benefit of the District and the Developer and successors in interest. No third party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.

**25. BINDING OF PROPERTIES**

Parcels listed in this agreement are bound by the terms of the agreement until the agreement expires or the defined improvements are completed per the agreement. While the agreement is in force, requests for Denial of Service from parcels which will be served by the defined water and/or sewer improvements will not be considered by the District.

**26. AGREEMENT**

We, \_\_\_\_\_, the Owners / Developer of the herein described property, have read and accept the terms and conditions set forth in this application.

\_\_\_\_\_  
Name, Owner / Developer  
(Owner of Parcels .....[LIST OF PARCELS])

\_\_\_\_\_  
Name, Owner  
(Owner of Parcels .....[LIST OF PARCELS])

\_\_\_\_\_  
Name, Owner  
(Owner of Parcels .....[LIST OF PARCELS])

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

LAKE WHATCOM WATER AND SEWER DISTRICT  
Whatcom County, Washington

By: \_\_\_\_\_  
President, Board of Commissioners

LAKE WHATCOM WATER AND SEWER DISTRICT

**A1. DEA FEES AND CHARGES SCHEDULE**

(per current Master Fees and Charges Schedule)

<b>Purpose</b>	<b>Amount</b>	<b>Due</b>	<b>Refundable</b>
<b>Initial DEA Processing/General Administration</b>	\$750.00	With submission of Contract	No
<b>Supplemental DEA Processing/General Administration</b>	If District's actual costs are greater than above amount, District will bill Developer for balance due	Prior to Final District Acceptance of Facilities	No
<b>DEA Renewal</b> District Commissioners approve renewal.	\$750.00	With written request for renewal	Yes, if Commissioners deny renewal request.
<b>Final Design Review</b> (Performed by District's Engineer)	District Engineer's direct costs as invoiced to District plus 2% administration fee	With submission of final Drawings and Specifications for review	No
<b>Design Review and Inspection Deposit</b>	District's costs as invoiced to District plus 2% administration fee ----- \$5,000.00 initial deposit  ----- \$2,000.00 supplemental deposit	See below.  ----- Prior to Design Review  ----- Whenever account balance is less than \$2,400.00. If account balance is ever less than \$800.00, District will issue an immediate stop work order and will suspend the DEA until the account balance is more than \$2,400.00	Yes, to extent balance exists on Final District Acceptance of Facilities date
<b>General Facilities Connection</b>	<i>Total:</i> Per separate schedule in effect on day of <u>Final District Acceptance of Facilities</u>  <i>Initial Deposit:</i> 25% of total amount per separate schedule in effect on day <u>DEA approved/signed</u>  <i>Balance = (Total - Initial Deposit)</i>	See below for <i>Initial Deposit</i> and <i>Balance</i>  ----- Prior to Notice to Proceed with Construction  ----- Prior to Final District Acceptance of Facilities	No  <b>NOTE:</b> Payment of fees does not guarantee utility service priority if DEA expires or if Developer abandons DEA.
<b>Conformance Deposit</b> (See Section 13)	\$1,000.00	Prior to Notice to Proceed with Construction	No
<b>Performance Bond</b> (See Section 14)	150% of estimated project cost	Prior to Notice to Proceed with Construction	No
<b>Maintenance Bond</b> (See Section 15)	10% of constructed facilities cost	Prior to Final District Acceptance of Facilities	No
<b>Latecomers Fees owed to other Developers or District ULID Fees owed</b>	Depends on existence of any Latecomers Reimbursement Agreements or District ULIDs applicable to	Prior to Final District Acceptance of Facilities	Yes, if paid and District does not accept facilities, or if paid and Developer cancels project.

Purpose	Amount	Due	Refundable
	developed property		
<b>Special Agreements</b> (For costs to prepare any special agreement(s) between District and Developer)	Actual cost plus 2% administration fee	Payable in full on demand	No
<b>Third Party Claims</b> (For all costs, damages, and expenses, including reasonable attorneys fees, incurred by District responding to, and/or defending claims made by third parties for acts of Developer, Developer's Engineer, or Contractor)	Actual cost plus 2% administration fee	Payable in full on demand	No
<b>Contract Noncompliance</b> (For all costs, charges, expenses, and damages attributable to failure of Developer to comply with this Contract and/or the requirements of any governing agency)	Actual cost plus 2% administration fee	Payable in full on demand	No