

## **APPENDIX I**

### **ISLAND COUNTY FRANCHISE AGREEMENT**



After Recording Return to:  
Island County Engineer



**FRANCHISE**  
ISLAND COUNTY  
WASHINGTON



**This Franchise Transfers, Consolidates,  
and Supersedes Franchise No. 182(2)  
Harbor Hills Water Co., LLC**

**Franchise No. 369**  
Sections 3 & 4, Township 29N, Range 2E  
Sections 33 & 34, Township 30N, Range 2E

In the Matter of the Application of

Freeland Water and Sewer District, for a franchise to construct, operate and maintain an existing water distribution system (hereinafter referred to as FACILITY) in, along, under and/or across County roads known as Antelope Drive, Tee Place, Spinnaker Drive, Bradshaw Road, Taft Road, Scarecrow Lane, Haines Road, Putters Place, Pelican Court, Brittney Drive, Birdsong Place, Chipshot Way, Dunlap Drive, Good Piper Lane, Panaview Court, Breezefair Road, Hickory Way, Commodore Place, Everette Lane, Castlewood Court, Bradley Lane, Bar Harbor Court, Honeymoon Bay Road, Iron Place, Katydid Court, Lilac Drive, Primrose Way, Backswing Lane, Coachman Court, Winston Drive, Reindeer Road, Spearview Place, Long Drive, Lotus Lane, Par Drive, Harbor Hills Drive, Greenway Place, Sealawn Blvd., Joseph Lane, Lawrence Lane, and Ralph Road, all being located within the Plats of Bar Harbor, Bradshaw's Addition and Holmes Harbor Golf and Yacht Club, located in Sections 3 and 4, Township 29 North, Range 2 East and Sections 33 and 34, Township 30 North, Range 2 East, W.M., Island County, Washington, (hereinafter known as FRANCHISE AREA).

The application of Freeland Water and Sewer District, its successors and assigns, for a franchise to construct, operate, and maintain the existing FACILITY in, along, under and/or across the FRANCHISE AREA having come on regularly for hearing on the 8<sup>th</sup> day of June, 2009 before the County Commissioners of Island County, Washington under the provisions of Chapter 36.55 RCW Franchises on Roads and Bridges as now in effect or as hereafter amended, and it appearing to the County Commissioners that notice of said hearing, as required by law, has been duly given and that it is for the public interest to grant the franchise herein granted; it is

ORDERED that a franchise be and the same hereby is given and granted to Freeland Water and Sewer District, its successors and assigns (hereinafter referred to as the "HOLDER") to construct, operate and maintain the existing FACILITY, together with the necessary laterals and service connections in, along, under and/or across the FRANCHISE AREA for a period of time to expire on the 8<sup>th</sup> day of June, 2034 subject to the terms and conditions hereinafter enumerated.



## INDEX

<i>Section One</i>	<i>Definitions</i>
<i>Section Two</i>	<i>Facilities Within Franchise Area</i>
<i>Section Three</i>	<i>Non-Interference of Facilities</i>
<i>Section Four</i>	<i>Relocation of Facilities</i>
<i>Section Five</i>	<i>Maintenance and Construction of Facilities</i>
<i>Section Six</i>	<i>Indemnification</i>
<i>Section Seven</i>	<i>Compliance with Federal, State and Local Regulations</i>
<i>Section Eight</i>	<i>Annexations and Vacations</i>
<i>Section Nine</i>	<i>Default and Revocation</i>
<i>Section Ten</i>	<i>Non-Exclusive Franchise</i>
<i>Section Eleven</i>	<i>Franchise Term</i>
<i>Section Twelve</i>	<i>Assignment</i>
<i>Section Thirteen</i>	<i>Subletting</i>
<i>Section Fourteen</i>	<i>Severability</i>
<i>Section Fifteen</i>	<i>Modification and Amendment</i>
<i>Section Sixteen</i>	<i>Miscellaneous</i>

### Section One – Definitions

1. When used in this franchise, unless otherwise indicated:
  - a. "HOLDER" means Freeland Water and Sewer District.
  - b. "COUNTY" means Island County, Washington
  - c. "FACILITIES" means all components of the water distribution system located within County road right-of-way.
  - d. "FRANCHISE AREA" means the County roads known as Antelope Drive, Tee Place, Spinnaker Drive, Bradshaw Road, Taft Road, Scarecrow Lane, Haines Road, Putters Place, Pelican Court, Brittney Drive, Birdsong Place, Chipshot Way, Dunlap Drive, Good Piper Lane, Panaview Court, Breezefair Road, Hickory Way, Commodore Place, Everette Lane, Castlewood Court, Bradley Lane, Bar Harbor Court, Honeymoon Bay Road, Iron Place, Katydid Court, Lilac Drive, Primrose Way, Backswing Lane, Coachman Court, Winston Drive, Reindeer Road, Spearview Place, Long Drive, Lotus Lane, Par Drive, Harbor Hills Drive, Greenway Place, Sealawn Blvd., Joseph Lane, Lawrence Lane, and Ralph Road, all being located within the Plats of Bar Harbor, Bradshaw's Addition and Holmes Harbor Golf and Yacht Club, located in Sections 3 and 4, Township 29 North, Range 2 East and Sections 33 and 34, Township 30 North, Range 2 East, W.M., Island County, Washington.

### Section Two – Facilities within Franchise Area

1. Under the provisions of Chapter 36.55 RCW Franchises on Roads and Bridges and the Island County Code, the COUNTY hereby grants to the HOLDER subject to the terms and conditions set forth hereinafter, a Franchise for twenty-five (25) years, commencing upon the effective date of this Franchise.
2. In constructing, operating, maintaining and repairing said Facilities the HOLDER shall conform to applicable ordinances and to policies or requirements made by the Island County Engineer, or any County department or officers authorized to supervise and regulate such work and utility for the protection and safety of the public.



3. Requirements as established by individual departments of Island County shall become part of this franchise.
4. The COUNTY does hereby grant to the HOLDER the right, privilege, and authority to construct, maintain, repair and replace Facilities in, upon, over, under, along, under, and/or across FRANCHISE AREA.

**Section Three – Non-Interference of Facilities**

1. Said Facilities shall at all times be constructed and maintained so as not to interfere with the use of the County road for travel or maintenance.
2. Any and all damage or injury done or caused to said County road right-of-way or any portion thereof in the construction, operation, maintenance or repair of said FACILITY shall be immediately repaired and reconstructed under the supervision and to the satisfaction of the Island County Engineer; and in the event the HOLDER shall fail, neglect or refuse to immediately repair and reconstruct said damage, or injury to said County road right-of-way, the same may be done by the COUNTY and the expense and cost thereof shall immediately be repaid by the HOLDER to the COUNTY. In performing any such repairs, neither the COUNTY nor any of its employees, agents or subcontractors shall be deemed to be an employee, agent, or subcontractor of the HOLDER.
3. The HOLDER of this franchise, when contemplating work upon, along, over, under or across County right-of-way, shall first file with the Island County Engineer its application for permits to do such work. Such applications shall be accompanied by drawings and information as required by the Island County Engineer. Plans, drawings, and specifications for all utility lines lying within the County right-of-way shall be prepared and approved by a licensed engineer at the expense of the HOLDER. One copy of plans for constructed work, including as-built construction changes and notations, shall be on file with the office of the County Engineer. No application for work shall be approved without this requirement being met.
4. A copy of the permit and franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit and franchise.
5. All slopes must be seeded and protected from erosion until the vegetation is reestablished.
6. All trenches, boring or jacking pits, etc. shall be backfilled as soon as possible and not left open during non-working hours unless covered with material of sufficient strength to withstand traffic loads or a method of protection approved by the Island County Engineer.
7. All slopes, slope treatment, topsoil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross-section and condition. All open trenches shall be marked by warning signs, barricades, lights, and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations may be specified by the Island County Engineer's representative.
8. During the construction and/or maintenance of this FACILITY, the HOLDER shall comply with the *Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration)* and Washington modifications thereto. If determined necessary by the Island County Engineer, the HOLDER shall submit a





signing and traffic control plan to the Island County Engineer's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Island County Engineer's representative. Approvals may cause revision of special provisions, including hours of operation.

9. Whenever deemed necessary by the Washington State Department of Labor and Industries and/or the Island County Public Works Department for the safety of the workers and the protection of the highway pavement, the sides of the trench (or excavation) shall be adequately supported to reduce the hazard to workers and prevent any damage by cracks, settlement, etc., to the pavement. No other work in the trench or excavation area will be allowed until this requirement is met.
10. The HOLDER shall provide emergency call out response 24 hours a day, seven days a week. The response time shall be one hour. If the HOLDER does not respond in one hour, the Island County Engineer will bill the HOLDER for costs of additional flagging or traffic control, if deemed necessary, caused by the delay in response beyond one hour.
11. In the event any right-of-way marker, fence or guardrail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the Island County Engineer or his representative. All signs and traffic control devices must be maintained in operation during construction.

#### **Section Four – Relocation of Facilities**

1. Whenever necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said County road right-of-way as determined by the Island County Engineer, any or all of said Facilities shall be removed and relocated within sixty (60) days of notification by the Island County Engineer.
2. Upon failure, neglect or refusal of the HOLDER to perform any change, removal, relaying or relocating of said FACILITY or any repairs or reconstruction of said County road right-of-way within sixty (60) days of notification by the Island County Engineer, the COUNTY may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the COUNTY by the HOLDER.
3. If the HOLDER fails to relocate water distribution lines within sixty (60) day notification period, the HOLDER shall be responsible for any project delay claims resulting from their failure to relocate.
4. The work of constructing, removing and relocating any and all of said existing and/or future Facilities shall be done at the expense of the HOLDER, and with the least possible interference with travel upon the said County road, and to the entire satisfaction and under the supervision of the Island County Engineer and none of such work shall be undertaken or carried on without ten days written notice having been first given to the Island County Engineer.

#### **Section Five – Maintenance and Construction of Facilities**

1. Prior to any construction and/or upgrade of the water line, plans and specifications and documentation from the appropriate public health authority confirming the approval of the water system, its proposed construction and/or upgrade must be presented to the Island County Public Works Department.



2. Prior to the beginning of construction, a pre-construction conference shall be held at which the Island County Engineer or his representative and the HOLDER and HOLDER'S engineer, contractor, and inspector shall be present.
3. The HOLDER is responsible for properly marking all structures in the County right-of-way owned by the HOLDER. In compliance with the COUNTY'S continuing road maintenance activity. Structures shall be cleared, by the HOLDER, of tall grass, brush and/or other obstacles within a five (5)-foot radius at all times so County employees in maintenance equipment may easily see said structures. Damage to County equipment due to undisclosed fixtures, non-cleared pedestals, or facilities will be charged to the HOLDER. Failure by the HOLDER to comply with the clearing requirements of this paragraph on any occasion with respect to any structure owned by the HOLDER in the County road right-of-way will eliminate the fiscal responsibility of the COUNTY to replace such undisclosed, non-cleared structure damaged due to maintenance on that occasion.
4. Work within the right-of-way shall be restricted to between the hours of 8:00 a.m. and 3:00 p.m., and no work shall be allowed on the right-of-way Saturday, Sunday, or holidays, unless authorized by the Island County Engineer or his representative. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
5. The construction that is authorized through the granting of this franchise shall be commenced within one year from the date hereof; otherwise the franchise shall be null and void and terminated upon notice as provided by law. Time is the essence of this provision.
6. Upon completion of any new construction and/or upgrade to the FACILITY, a stamped as-built plan and a letter of certification verifying the project was constructed according to plans and specifications must be completed by the responsible party and submitted to the Island County Public Works Department.

**Section Six - Indemnification**

1. The HOLDER shall indemnify and save harmless and defend the COUNTY agencies of Island County and its appointed and elected officers and employees from and against any and all claims, liability, losses, costs (including attorney's fees), and/or causes of action, which may arise from any act or omission of the HOLDER, its agents, subcontractors, servants or employees in the performance of services under this franchise. The HOLDER further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees from and against any claim, demand or cause of action, in connection with or incident to the work performed under this franchise, of whatsoever kind or nature arising out of any conduct or misconduct of the HOLDER, its agents, subcontractors, servants or employees for which the COUNTY, its appointed officers, or elected officers, or employees are alleged to be liable. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the HOLDER, its agents, subcontractors, servants or employees and (b) the COUNTY, its appointed or elected officers or employees, this indemnity provision, with respect to claims or suits based upon such negligence, shall be valid and enforceable only to the extent of the HOLDER'S negligence or the negligence of the contractor's agents, subcontractors, servants or employees. This requirement of the HOLDER to indemnify and defend the COUNTY, its appointed and elected officers and employees shall not apply when the damages are caused by or result from the sole negligence of the COUNTY, its appointed or elected officers or employees. In the



event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

2. The HOLDER shall maintain liability insurance in the amount of \$1 million by a company authorized to do business under the laws of the State of Washington. All insurance required by this franchise to be maintained by the HOLDER shall specifically include the COUNTY as an additional insured and shall not be canceled or reduced below the amounts required by this franchise without forty-five (45) days written prior notice to the COUNTY.
3. Neither the application by the HOLDER for any permit or authorization pertaining to the use or occupancy by the HOLDER of any County road or other County right-of-way or pertaining to the performance on any County road or other County right-of-way of any work by the HOLDER or by any of its agents, subcontractors, servants or employees, nor the acceptance by the HOLDER of any such permit or authorization, nor the performance of any activity by the HOLDER or any of its agents, subcontractors, servants or employees pursuant to any such permit or authorization, nor the acceptance or enjoyment by the HOLDER of any benefit or privilege arising under any such permit or authorization shall be effective to enlarge or diminish the HOLDER'S obligation or liability to indemnify or hold harmless the COUNTY or any of its appointed or elected officers and employees.

**Section Seven – Compliance with Federal, State and Local Regulations**

1. The granting of this franchise shall place no obligation upon the Island County Engineer and/or the County Commissioners to warrant or defend the rights hereby granted.
2. The franchise HOLDER must comply with the "Accommodations of Utilities on County Road Right-of-Way for Island County" policy that was accepted and approved by the Board of County Commissioners May 15, 1996, which is by this reference incorporated herein and made a part hereof.
3. The HOLDER must comply with the Recommended Standards for Water Works (1997 Edition, Great Lakes - Upper Mississippi River Board of State Sanitary Engineers), the Criteria for Sewage Works Design (State of Washington, Department of Ecology, December 1998) and/or other requirements of the Island County Health Department.
4. The HOLDER, as an owner of an underground utility facility, is required to subscribe to the statewide toll-free telephone one-number locator service, a service through which a person can notify utilities and request field-marking of underground facilities prior to the commencement of excavation, in accordance with the provisions of chapter 19.122 RCW – Underground Utilities.
5. The HOLDER shall install detector tape or cable approximately twelve (12) inches above the underground facility. The tape shall conform to the standards of the *American Public Works Association Uniform Color Code*.
6. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and amendments thereto, and may be subject to inspection by the Island County Engineer or his representative.
7. The HOLDER of this franchise should remove any asbestos pipe from the County right-of-way. However, it may be abandoned in place subject to the responsibility



to remove and dispose of said asbestos pipe at some future date as may be required by the COUNTY should future road maintenance constructions or improvement so dictate.

**Section Eight – Annexations and Vacations**

1. Whenever any of the streets, avenues, alleys, roads, highways, rights-of-way or public places designated in such franchise shall be eliminated from the COUNTY jurisdiction by reason of the incorporation or annexation to a city, then all the rights, privileges and franchises so granted shall terminate in respect to the streets, avenues, alleys, roads, highways, rights-of-way, and public places so eliminated.
2. If at any time the COUNTY vacates any County street, avenue, alley, road, highway, right-of-way, or other County property which is subject to rights granted by the franchise and the vacation is for the purpose of acquiring the fee or other property interest in the road, right-of-way, or other property interest in the road, right-of-way, or other County property for the use of the COUNTY, in either its proprietary or governmental capacity, then the Board of County Commissioners may, at its option, by giving ninety days' written notice to the grantee and after granting an alternate route, terminate this franchise with reference to such County road, right-of-way, or other County property so vacated, and the COUNTY shall not be liable for any damages or losses to the grantee by reason of such termination and the grantee shall move its franchise at its own cost.
3. In the event the COUNTY vacates any portion of the FRANCHISE AREA during the term of this Franchise, and the COUNTY does not grant an alternate route under No. 2, above, the COUNTY shall, in its vacation procedure, reserve a public utility easement for the HOLDER'S Facilities, unless it is determined by the Board of County Commissioners not to do so for good and/or lawful cause.

**Section Nine – Default and Revocation**

Any breach of any of the conditions and requirements herein made, or failure on the part of the HOLDER of this franchise to proceed with due diligence and in good faith after its acceptance, with construction work hereunder, shall subject this franchise to cancellation after a hearing before the County Commissioners, of which said hearing the HOLDER shall be given at least ten (10) days written notice, if at that time the HOLDER is a resident and doing business in the State of Washington. Said written notice shall be by certified mail, return receipt requested, if at the time the HOLDER is a resident or a corporation and doing business in the State of Washington. Otherwise said notice shall be by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Island County, Washington, the last publication to be at least ten days before the date fixed for said hearing.

**Section Ten – Non-exclusive Franchise**

This franchise is non-exclusive and the COUNTY reserves the right to grant franchises to other persons or companies to use the County road right-of-ways or any part thereof covered by this franchise for the same purposes authorized by law.

**Section Eleven – Franchise Term**

This franchise is and shall remain in full force and effect for a period of twenty-five (25) years and after the effective date of the executed Franchise; provided,



however, the HOLDER shall have no rights under this Franchise nor shall the HOLDER be bound by the terms and conditions of the Franchise unless the HOLDER shall, within twenty (20) days after the effective date of the Franchise, file with the COUNTY its written acceptance of the Franchise.

**Section Twelve - Assignment**

1. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Island County Engineer shall have been furnished with written evidence of such transfer or certified copies thereof, together with written acceptance of the terms of the franchise by the Assignee, and unless and until the County Commissioners shall have granted their consent in writing to such assignment or transfer. Failure to comply with this provision shall be cause for cancellation as herein provided.
2. The HOLDER shall, within twenty (20) days from receipt of a copy of this order, file with the Island County Engineer at Coupeville its written acceptance of the terms and conditions of this franchise.

**Section Thirteen - Subletting**

The HOLDER shall not sublet use of its Facilities within the FRANCHISE AREA without the prior written consent of the COUNTY. Such consent shall not be unreasonably withheld. Prior to the date of any sublet, the sublettee shall file written notice with the COUNTY of the proposed sublet and shall apply for all applicable permits and franchises together with its written acceptance of all terms and conditions of this Franchise. The sublettee may not use the Facilities until all approvals, permits, and franchises are granted and in effect.

**Section Fourteen - Severability**

If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

**Section Fifteen - Modification and Amendment**

1. This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of Washington State.
2. If, during the term of this Franchise, there becomes effective any change in federal or state law including changes approved by the Washington Utilities Transportation Commission which:
  - a. affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or
  - b. pre-empts or otherwise renders null and void any term or condition on this Franchise which has theretofore been negotiated in good faith;



then, in such event, either party may, within one hundred and eighty (180) days of the effective date of such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiations on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by the Board of County Commissioners and accepted by the HOLDER, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, the Franchise shall remain in full force and effect.

**Section Sixteen – Miscellaneous**

1. The HOLDER will be subject to any future charge as may be authorized by the Board of County Commissioners through a public process for ordinance adoption that may be required of the franchise holders for their use of County right-of-way.
2. This franchise is granted under the provisions and subject to the conditions and requirements of Chapter 36.55 RCW Franchises on Roads and Bridges as now in effect or as hereinafter amended.

DATED at Coupeville, Washington this 8 day of JUNE, 2009.

  
JOHN DEAN, Chairman  
Board of County Commissioners

ATTEST:   
ELAINE MARLOW  
Clerk of the Board



## **APPENDIX J**

### **EASEMENTS FOR WATER MAIN ACROSS GOLF COURSE**



ISLAND COUNTY AUDITOR

4053414

Page: 1 of 2

04/01/2003 02:47P

Robert E. Brewster  
PO Box 756  
Freeland, WA 98249

## EXCISE TAX EXEMPT

APR 01 2003

LINDA E. RIFFE  
ISLAND COUNTY TREASURER

## ASSIGNMENT OF WATER SYSTEM EASEMENTS

Grantor: Sikma Enterprises, Inc.  
Grantee: Harbor Hills Water Company, LLC  
Reference Nos. of Documents Assigned or Released: 97 003257

THE GRANTOR, SIKMA ENTERPRISES, INC., a Washington corporation,

in fulfillment of the terms and in consideration of the covenants contained in an agreement between Grantor and Grantee, and no monetary consideration,

assigns, conveys and quit claims to the Grantee, HARBOR HILLS WATER COMPANY, LLC, a Washington limited liability company, all of the Grantor's right, title and interest in and to the water system easements included in the property transferred to Grantor by B & W Water Company, under that certain agreement (the "1997 Agreement") dated February 28, 1997, and recorded March 10, 1997, in the records of Island County, Washington, under Auditor's File No. 97 003257. The easements referenced in the 1997 Agreement are more particularly described on Exhibit "A" to that certain agreement dated December 30, 1986, and recorded October 14, 1987, in the records of Island County, Washington, under Auditor's File No. 87014186.

The easements described herein were initially granted for commercial, utility purposes and are still used for those purposes; are related to the water system currently known as the Harbor Hills Water System; and, henceforth, shall automatically be transferred along with transfer of that water system.



ISLAND COUNTY AUDITOR

**4053414**

Page: 2 of 2

04/01/2003 02:47P

**P**

Dated: March 31, 2003

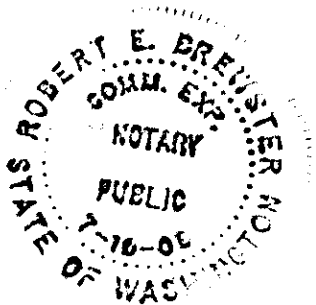
SIKMA ENTERPRISES, INC.

By: Jack W. Sikma  
JACK W. SIKMA, President


STATE OF WASHINGTON) ss.  
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Jack W. Sikma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Sikma Enterprises, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 31st day of March, 2003.



\_\_\_\_\_, 2003.



Notary Public in and for the  
State of Washington.

My appointment expires: 7-10-06

**AFTER RECORDING MAIL TO:**

Mr. Terry Otey  
P. O. Box 657  
Freeland, WA 98249



ISLAND COUNTY AUDITOR

WD

4058627

Page: 1 of 8

05/12/2003 03:16P

## STATUTORY WARRANTY DEED

Escrow No. 11721-JB

Title Order No. L 49207

**THE GRANTOR** Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington Corporation

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to **Terry L. Otey, A Single Man**

the following described real estate, situated in the County of Island, State of Washington:

Legal Description (abbreviated):

*TRACT A*  
*Ptn #1A HH644C #7 + #8*  
*Ptn #2L4.3/29/12*

Full Legal Description set forth in Exhibit "A" attached hereto and by this reference made a part hereof and incorporated herein.

Assessor's Property Tax Parcel/Account Number(s): S7165-<sup>07</sup>~~06~~-0000A; S7165-08-0000C2, R23034-014-2531, R22903-228-2710

- SUBJECT TO terms, conditions, restrictions, easements, covenants, and agreements as set forth in Exhibit "B" attached hereto and by this reference made a part hereof and incorporated herein.
- SUBJECT TO terms of disclosure statement recorded concurrently herewith under Auditor's File No. 4058626.

- ACCEPTED BY GRANTEE HEREIN:

  
Terry L. Otey

ISLAND COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 12 2003

AMOUNT PAID \$ 2136.00  
LINDA E. RIFFE  
ISLAND COUNTY TREASURER

Dated: May 7, 2003

Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington corporation

By: 

Jack Sikma, President of Sikma Enterprises, Inc., Sole Owner of Harbor Hills Water Company, LLC



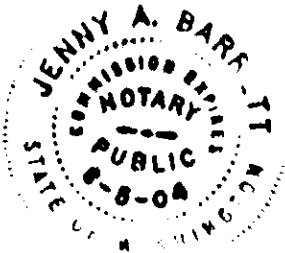
State of Washington

}ss.

County of Island

I certify that I know or have satisfactory evidence that Jack Sikma is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President/Managing Member/Authorized Signator of Sikma Enterprises, Inc./Harbor Hills Water Company LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/9/03



Jenny Barrett  
Notary Public in and for the State of Washington  
Residing at Freeland  
My appointment expires 8/5/04



**"EXHIBIT A"**

LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON:

Parcel A

That portion of Tract A, Plat of Holmes Harbor Golf and Yacht Club, Division No. 7, according to plat recorded in volume 9 of plats, page 5, records of Island County, described as follows:

Beginning at the Southwest corner of said Tract A, also being the Northwest corner of Lot 1, Block 2, Plat of Holmes Harbor Golf and Yacht Club, Division No. 5;

Thence South  $89^{\circ}16'04''$  East 80.00 feet;

Thence North  $0^{\circ}45'07''$  East 70.00 feet;

Thence North  $89^{\circ}16'04''$  West 80.00 feet to the Easterly margin of Honeymoon Bay Road;

Thence South  $0^{\circ}45'07''$  West 70.0 feet to the true point of beginning.

Parcel B

All that portion of Tract C, Plat of Holmes Harbor Golf and Yacht Club, Division No. 8, according to the plat recorded in volume 9 of plats, pages 70 and 71, records of Island County, Washington, lying Westerly and Southerly of the following described line;

Commencing at the most Southerly corner of Lot 24, Block 5, said Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $88^{\circ}04'38''$  West 244.90 feet (deed, Westerly, 234 feet, more or less) to the Southeast corner of the right of way terminus of Reindeer Road (formerly, Sealawn Avenue) and the true point of beginning;

Thence South  $00^{\circ}41'09''$  East 487 feet;

Thence South  $34^{\circ}30'$  East 300 feet;

Thence South  $47^{\circ}45'41''$  East 361.64 feet (deed, Southeasterly, 358 feet, more or less) to the Point of Tangency of a 25 foot radius curve on Antelope Drive (formerly Olympic View Drive) being the terminus of the above described line

Except that portion thereof described as follows:

Commencing at aforesaid most southerly corner of Lot 24, Block 5, Plat of Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $88^{\circ}04'38''$  West 244.90 feet (deed, Westerly, 245 feet, more or less) to the Southeast corner of the right of way terminus of Reindeer Road (formerly, Sealawn Avenue) and the true point of beginning;

Thence South  $00^{\circ}41'09''$  East 487 feet;

Thence North  $53^{\circ}29'08''$  West 189.88 feet to a point of the West line of aforesaid Tract C and the Southeast corner of the North 330 feet of the South 990 feet of Tract C, as shown on the map of Wonderwood, recorded under auditor's file no. 159977, records of Island County, Washington;

Thence along said West line of Tract C, Plat of Holmes Harbor Golf and yacht Club, Division No. 8, the following courses and distances;

Thence North  $01^{\circ}40'30''$  East 372.51 feet;

Thence North  $89^{\circ}18'51''$  East 135.90 feet (Plat, 135.94 feet) to the true point of beginning.

Also except that portion thereof described as follows:

Commencing at the Northwest corner of Lot 29, Block 4 of aforesaid Plat of Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $75^{\circ}00'37''$  West along the westerly extension of the North line of said Lot 29, a distance of 85.27 feet;

Thence South  $38^{\circ}09'55''$  West 13.42 feet to the true point of beginning;

Thence continuing South  $38^{\circ}09'55''$  West 134.99 feet;

Thence South  $75^{\circ}00'37''$  West 17.80 feet to the South line of aforesaid Tract C of the Plat of Holmes Harbor Golf and Yacht Club, Division 8;

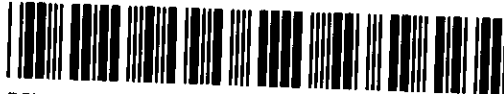
Thence easterly along said South line the following courses and distances;

South  $42^{\circ}45'34''$  East 117.63 feet to the Beginning of a curve to the left, from which a radial line bears North  $47^{\circ}14'26''$  East to the radius point;

Thence easterly along said curve to the left, having a radius of 72.32 feet, through a central angle of  $46^{\circ}55'53''$ , an arc distance of 59.24 feet;

Thence South  $89^{\circ}41'27''$  East 211.95 feet (Plat, 212.00 feet) to the beginning of a curve to the left;

Thence leaving said South line North  $47^{\circ}45'41''$  West 329.45 feet to the true point of beginning.



**Parcel C**

**That portion of Government Lot 4, in Section 3, Township 29 North, Range 2 East W.M., described as follows:**

**Beginning at the Northwest corner of Tract 14 in the Plat of Holmes Harbor Golf and Yacht Club, Division No. 3;  
Thence South 89°52'15" East 80 feet;  
Thence North 0°52'15" East 80 feet;  
Thence West 89°52'15" West 80 feet;  
Thence South 0°52'15" West 80 feet to the true point of beginning;**

**All Situated in the County of Island, State of Washington**

**Abbreviated Legal: Ptn. Tract A, Holmes Harbor Golf and Yacht Club, Div. 7; Ptn. Tract C, Homes Harbor Golf and Yacht Club, Div. 8; and Section 3, Township 29 North, Range 2 EWM, Ptn. GL 4**

**END OF EXHIBIT A**

L49207

5



EXHIBIT "B"

The following paragraphs 11 through 26 affect Parcel A

11. Terms and conditions of Articles of Incorporation and Bylaws of Holmes Harbor Golf and Yacht Club, including restrictions, regulations, and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to, those as set forth under Auditor's File No. 167299.
12. Lien and assessments, if any, owing the party herein named, as provided for in attached instrument.  
Party : Harbor Hills Water Company
13. Covenants, conditions, restrictions, and easements contained on the face of said plat.
14. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).  
Recorded : July 29, 1966  
Auditor's No. : 186121, and amended by 97004430
15. Agreement executed by and between the parties herein named upon the conditions therein provided.  
Between : William K. Schoening, as Trustee of First Realty, Inc., a defunct Corporation, Golf Northwest, Inc., a Washington Corporation,  
Terrence Todd and Adams & Clark, a Washington Corporation  
Dated : October 31, 1990  
Recorded : December 5, 1990  
Auditor's No. : 90022468  
Providing : Consent to Revocation of Appointment and Appointment and Hold Harmless Agreement  
  
An assignment of declarant's rights, interest and powers as granted in auditor's file no. 90022468 which was recorded December 1, 1995 under auditor's file no. 95019394, this being a re-recording of auditor's file no. 95019065.
16. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.  
For : Electric transmission and distribution line  
In Favor Of : Puget Sound Power and Light Company  
Recorded : October 23, 1957  
Auditor's No. : 111219  
Affects : Lots 8 through 15, Block 2; Lots 11 through 14, Block 3; Lots 8 through 16, Block 5 and Tract A
17. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.  
For : Electric transmission and distribution line  
In Favor Of : Puget Sound Power and Light Company  
Recorded : November 13, 1957  
Auditor's No. : 111571  
Affects : Lots 1 through 15, Block 4; Lots 1 through 7, Block 3; and Tract A
18. Easement provisions as contained in said plat, as follows:  
An easement is hereby reserved for and granted to Puget Sound Power and Light Company and Whidbey Telephone Company and their respective successors and assigns under the exterior five foot parallel and adjacent to the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.
19. Reservations contained in instrument:  
Executed by : Robert J. Sutter, et ux  
Recorded : April 22, 1966  
Auditor's No. : 182596  
As Follows : Reservation of all oils, gases, and minerals  
Affects : Lots 1 through 9 and 11 through 15, Block 2; lots 14 through 17, Block 3; all of Block 6 and Tract A



## 20. Reservations contained in instrument:

Executed by : William Hasbrouck Jones, et ux  
Recorded : March 31, 1966  
Auditor's No. : 181753  
As Follows : Reservations of all oils, gases, minerals  
Affects : Lots 8 through 15, Block 2; Lots 11 through 14, Block 3; Lots 8 through 16, Block 5, and Tract A

## 21. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Electric transmission and distribution line  
In Favor Of : Puget Sound Power and Light Company  
Recorded : October 31, 1957  
Auditor's No. : 111354  
Affects : Block 1; Lots 7 through 11, Block 3; Lots 1 through 11, Block 5; and Tract A

## 22. Reservations contained in instrument:

Executed by : Roland W. Heiden, et ux  
Recorded : March 31, 1966  
Auditor's No. : 181751  
As Follows : Reservation of all oils, gases and minerals, etc.  
Affects : Lots 2, 3 and 4, Block 1; Lots 9, 10 and 11, Block 3; Lots 4 through 11, Block 5 and Tract A

## 23. Right of the public to make all necessary slopes for cuts or fills upon said premises in the original grading of all streets, avenues, alleys and roads, as dedicated in the plat. Also the right to drain street or streets over and across any lot or lots where water might take a natural course after the street or streets have been graded, as contained in the dedication of said plat.

## 24. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, operate, inspect, maintain or remove the same which shall consist of underground conduits, cables, manholes, vaults and semi-buried or ground mounted facilities  
In Favor Of : Puget Sound Power and Light Company  
Recorded : April 12, 1967  
Auditor's No. : 195258  
Affects : As located

## 25. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : December 23, 1982  
Auditor's No. : 404099

## 26. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : November 22, 1995  
Auditor's No. : 95018859  
Affects : As located

**The following paragraphs 27 through 42 affect Parcel B**

## 27. Terms and conditions of Articles of Incorporation and Bylaws of Holmes Harbor Golf and Yacht Club, including restrictions, regulations, and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to, those as set forth under Auditor's File No. 167299.

## 28. Lien and assessments, if any, owing the party herein named.

Party : Harbor Hills Water Company

## 29. Covenants, conditions, restrictions, and easements contained on the face of said plat.

## 30. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : November 1, 1967  
Auditor's No. : 203281, and amended by 97004429



ISLAND COUNTY AUDITOR

WD

31. Easement provision contained on the face of said plat as follows:

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and South Whidbey Telephone Company and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

32. Agreement executed by and between the parties herein named upon the conditions therein provided.

Between : William K. Schocning, as Trustee of First Realty, Inc., a defunct Corporation, Golf Northwest, Inc., a Washington Corporation, Terrence Todd and Adams & Clark, a Washington Corporation  
Dated : October 31, 1990  
Recorded : December 5, 1990  
Auditor's No. : 90022468  
Providing : Consent to Revocation of Appointment and Appointment and Hold Harmless Agreement

An assignment of declarant's rights, interest and powers as granted in auditor's file no. 90022468 which was recorded December 1, 1995 under auditor's file no. 95019394, this being a re-recording of auditor's file no. 95019065.

33. Right of the public to make all necessary slopes for cuts or fills upon said premises in the original grading of all streets, avenues, alleys and roads, as dedicated in the plat. Also the right to drain street or streets over and across any lot or lots where water might take a natural course after the street or streets have been graded, as contained in the dedication of said plat.

34. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : June 30, 1997  
Auditor's No. : 97010070  
Affects : As located

35. Reservations contained in instrument:

Executed by : Richard D. Smith, et ux  
Auditor's No. : 189339  
As Follows : Reservation of all oils, gases and mineral rights

36. Reservations contained in instrument:

Executed by : Harley A. Healy, et ux  
Auditor's No. : 190916  
As Follows : Reservation of all oils, gases and minerals

37. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : December 23, 1982  
Auditor's No. : 404099

38. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Vehicular and pedestrian ingress and egress and the placement of utilities  
In Favor Of : Sikma Enterprises, Inc., their successors and assigns  
Recorded : April 21, 1994  
Auditor's No. : 94009337  
Affects : As more particularly described in said instrument





39. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : May 10, 1995  
Auditor's No. : 95007293  
Affects : As located

40. Provisions and matters contained in Boundary Line Adjustment No. 282/99 recorded October 6, 1999 under Auditor's File No. 99022891.

41. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : November 5, 2002  
Auditor's No. : 4036486

42. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : November 5, 2002  
Auditor's No. : 4036487

The following paragraphs 43 through 45 affect Parcel C

43. Easement for electric transmission line, together with right of ingress and egress over grantors adjoining property and including covenants against blasting without notice.

Granted to : Puget Sound Power and Light Company  
Dated : October 21, 1957  
Recorded : October 23, 1957  
Auditor's No. : 111217

44. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : December 23, 1982  
Auditor's No. : 404099

45. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : November 22, 1995  
Auditor's No. : 95018858  
Affects : As located

END OF SPECIAL EXCEPTIONS

**AFTER RECORDING MAIL TO:**

Mr. Terry Otey  
P. O. Box 657  
Freeland, WA 98249



ISLAND COUNTY AUDITOR

85

**4058628**

Page: 1 of 7

05/12/2003 03:16P

---

**BILL OF SALE**

Escrow No. 11721-JB  
Title Order No. L 49207

**KNOW ALL MEN BY THESE PRESENTS:** That **Sikma Enterprises, Inc./Harbor Hills Water Company LLC**, a Washington Corporation of Freeland, County of Island, State of Washington, the party(ies) of the first part, for and in consideration of the sum of **\$10.00** lawful money of the United States of America, to us in hand paid by **Terry L. Otey, A Single Man**, the party(ies) of the second part, the receipt whereof is hereby acknowledged, do(es) by these presents grant, bargain, sell and deliver unto the said party(ies) of the second part, the following described personal property now located at **Holmes Harbor** in the City of **Freeland**, County of **Island** and State of Washington, to-wit:

**All assets of Harbor Hills Water Company, LLC, including franchises, water rights, waterlines, easements, pumphouses, well houses, etc., as described in attached Exhibit "A" which by this reference is made a part hereof and incorporated herein, and goodwill of said LLC**

**TO HAVE AND TO HOLD** the same to the said party(ies) of the second part, **his** heirs, executors, administrators and assigns forever. And said party(ies) of the first part, for **their** heirs, executors, administrators, covenant(s) and agree(s) to and with the said party(ies) of the second part, **his** executors, administrators and assigns, that said part(ies) of the first part **are** the owner(s) of said property, goods and chattels and has(ve) good right and full authority to sell the same, and that **they** will warrant and defend the sale hereby made unto the said party(ies) of the second part, **his** executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

**IN WITNESS WHEREOF**, The said party(ies) of the first part has(ve) hereunto set our hand and seal this **May 9, 2003**.

**Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington corporation**

By: \_\_\_\_\_

**Jack Sikma, President of Sikma Enterprises, Inc., Sole Owner of Harbor Hills Water Company, LLC**



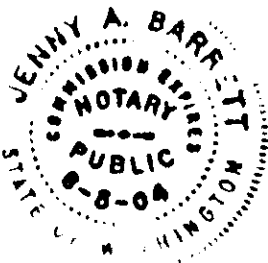
ISLAND COUNTY AUDITOR BS

NOTARY ACKNOWLEDGMENT  
ATTACHED TO BILL OF SALE  
SIKMA ENTERPRISES/OTey

State of Washington  
}ss.  
County of Island

I certify that I know or have satisfactory evidence that Jack Sigma is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member/Authorized Signator/President of Sikma Enterprises, Inc./Harbor Hills Water Company LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-9-03



Jenny A. Barrett  
Notary Public in and for the State of Washington  
Residing at Freeland  
My appointment expires 8/5/04

# AQUA SOLUTIONS

PO Box 2362  
Mount Vernon, Washington 98273

360-848-1338  
fax 360-848-9325

November 7, 2001



ISLAND COUNTY AUDITOR

4058628

Page: 3 of 7

05/12/2003 03:16P

BS

Ed Bruester  
PO Box 756  
Freeland, WA 98249

Re: Harbor Hills Water Company (WDOH ID #33860V)  
Inventory of Existing System

Dear Mr. Bruester:

The following is a description of water system facilities.

**Distribution System:**

6-inch pipeline	12,200 lineal feet
4-inch pipeline	10,650 lineal feet
3-inch pipeline	2,600 lineal feet
2-inch pipeline	2,550 lineal feet

**Three Pressure Reducing Stations**

There are three separate sites, each consisting of a well, reservoir, pump house structure with a booster pump station and control panel. A fourth well (well #3) has been installed but is currently not in service. I believe well #3 includes property which was purchased by the water company. The pending groundwater application is G1-26424.

**Description of the Three Sites:**

**North Site (well #2)**

8-inch well with water right permit 8956; 90,000-gallon concrete reservoir; four-plex booster pump station with control panel.

**South Site (well #1)**

6-inch well with water right permit 8957; 38,600-gallon concrete reservoir; duplex booster pump station with control panel.

**TEL 2 Site (well #4)**

6-inch well with water right certificate G1-24595C; 18,500-gallon corrugated metal reservoir; one booster pump station with one 7.5-hp booster pump.

Harbor Hills Water Company acquired a State Revolving Fund (SRF) loan in the first year of the program in 1997. The loan number is SRF #97-78897-073.

Martin Majeske, Project Manager

Water System Planning and Design



4058628

Page: 4 of 7

05/12/2003 03:16P

ISLAND COUNTY AUDITOR

BS

**FRANCHISE**  
**ISLAND COUNTY WASHINGTON**

After Recording Return To:  
Island County Engineer

**This Franchise supersedes & consolidates  
Franchises #126, #168, #182, and #182(1)**

Franchise #182(2)  
Sec. 3, Twp. 29N, Rge. 2E  
Sec. 34, Twp. 30N, Rge. 2E

In the Matter of the Application of

Harbor Hills Water Company, LLC, for a franchise to construct, operate and maintain an existing water distribution system in, along, under and/or across any and/or all County roads lying in the Plats of Holmes Harbor Golf & Yacht Club, Bar Harbor and Bradshaws Addition, lying in Section 3, Township 29 North, Range 2 East and Section 34, Township 30 North, Range 2 East, W.M., Island County, Washington.

The application of Harbor Hills Water Company, LLC, its successors and assigns, for a franchise to construct, operate, and maintain an existing water distribution system in, along, under and/or across any and/or all County roads lying in the Plats of Holmes Harbor Golf & Yacht Club, Bar Harbor and Bradshaws Addition, lying in Section 3, Township 29 North, Range 2 East and Section 34, Township 30 North, Range 2 East, W.M., Island County, Washington having come on regularly for hearing on the 15<sup>th</sup> day of April, 2002, before the County Commissioners of Island County, Washington under the provisions of Chapter 36.55 RCW Franchises on Roads and Bridges as now in effect or as hereafter amended, and it appearing to the County Commissioners that notice of said hearing, as required by law, has been duly given and that it is for the public interest to grant the franchise herein granted; it is

ORDERED that a franchise be and the same hereby is given and granted to Harbor Hills Water Company, LLC % Terry Oley 5023 Harbor Hills Drive Freeland Washington 98249, its successors and assigns (hereinafter referred to as "the Holder") to construct, operate and maintain an existing water distribution, together with the necessary laterals and service connections in, along, under and/or across and/or those County roads lying in the Plats of Holmes Harbor Golf & Yacht Club, Bar Harbor and Bradshaws Addition lying in Section 3, Township 29 North, Range 2 East and Section 34, Township 30 North, Range 2 East, W.M., Island County, Washington for a period of time to expire on the 19<sup>th</sup> day of August, 2021 subject to the terms and conditions hereinafter enumerated.

ICED/182(2)/3-02  
1-RM-PW-022017



**FRANCHISE**  
**ISLAND COUNTY WASHINGTON**

pertaining to the performance on any County road or other County right-of-way of any work by the Holder or by any of its agents, subcontractors, servants or employees, nor the acceptance by the Holder of any such permit or authorization, nor the performance of any activity by the Holder or any of its agents, subcontractors, servants or employees pursuant to any such permit or authorization, nor the acceptance or enjoyment by the Holder of any benefit or privilege arising under any such permit or authorization shall be effective to enlarge or diminish the Holder's obligation or liability to indemnify or hold harmless the County or any of its appointed or elected officers and employees.

6. Upon failure, neglect or refusal of the Holder to immediately do and perform any change, removal, relaying or relocating said water distribution system, or any repairs or reconstruction of said county road herein required of the Holder, the County may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the County by the Holder.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Holder of this franchise to proceed with due diligence and in good faith after its acceptance, with construction work hereunder, shall subject this franchise to cancellation after a hearing before the County Commissioners, of which said hearing the Holder shall be given at least ten days written notice, if at that time the Holder is a resident and doing business in the State of Washington. Said written notice shall be by certified mail, return receipt requested, if at the time the Holder is a resident or a corporation and doing business in the State of Washington. Otherwise said notice shall be by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Island County, Washington, the last publication to be at least ten days before the date fixed for said hearing.
8. This franchise is non-exclusive and the County reserves the right to grant franchises to other persons or companies to use the County roads or any part thereof covered by this franchise for the same purposes authorized by law.
9. The granting of this franchise shall place no obligation upon the Island County Engineer and/or the County Commissioners to warrant or defend the rights hereby granted.
10. In constructing, operating, maintaining and repairing said water distribution system the Holder shall conform to applicable ordinances and to policies or requirements made by the Island County Engineer, or any County department or officers authorized to supervise and regulate such work and utility for the protection and safety of the public.
11. The construction that is authorized through the granting of this franchise shall be commenced within one year from the date hereof; otherwise the franchise shall be null and void and terminated upon notice as provided by law. Time is the essence of this provision.
12. This franchise is granted under the provisions and subject to the conditions and requirements of Chapter 36.55 RCW Franchises on Roads and Bridges as now in effect or as hereinafter amended.

ICED/182(2)/1-02  
3-RM-PW-022017

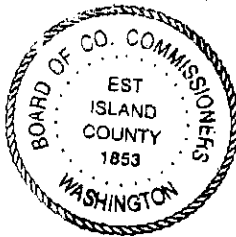


**FRANCHISE**  
**ISLAND COUNTY WASHINGTON**

responsibility of the County to replace such undisclosed, non-cleared structure damaged due to maintenance on that occasion.

18. The Holder will be subject to any future charge as may be authorized by the Board of County Commissioners through a public process for ordinance adoption that may be required of the franchise holders for their use of County right-of-way.
19. The Holder must comply with the Recommended Standards for Water Works (1997 Edition, Great Lakes - Upper Mississippi River Board of State Sanitary Engineers), the Criteria for Sewage Works Design (State of Washington, Department of Ecology, December 1998) and/or other requirements of the Island County Health Department.

DATED at Coupeville, Washington this 15 day of APRIL, 2002.



  
CHAIRMAN, Board of County Commissioners

ATTEST:   
ELAINE MARLOW  
Clerk of the Board



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

January 4, 2002

Harbor Hills Water Company  
5023 Harbor Hills Drive  
Freeland, WA 98249

Dear Sir or Madam:

Re: Water Right No. 8956, 8957, G1-26424, G1-27219

The request for assignment of the above referenced number has been processed. Our records have been changed to reflect the assignment and future correspondence will be sent to you, unless we are otherwise advised.

If you contact us in the future regarding this water right, it will help us serve you more quickly if you refer to the referenced number.

If you have any questions or concerns, please call me at 425 649-7020.

Sincerely,

Melisa Snoeberger  
Water Resources Program  
Northwest Regional Office

WR:ms



ISLAND COUNTY AUDITOR

BS

4058628

Page: 7 of 7

05/12/2003 03:16P



After recording, return to:

Terry L. Otey  
P. O. Box 657  
Freeland, WA 98249



ISLAND COUNTY AUDITOR

EAS

4058629

Page: 1 of 2

05/12/2003 03:16P

**EXCISE TAX EXEMPT**

**MAY 12 2003**

W11721

LINDA E. RIFFE  
ISLAND COUNTY TREASURER

**ASSIGNMENT OF WATER SYSTEM EASEMENT**

**Grantor : Sikma Enterprises, Inc./Harbor Hills Water Company LLC**

**Grantee : Terry L. Otey, a single man**

**Reference Nos. of Documents Assigned or Released: 97 003257 & 4053414**

**The Grantor: Harbor Hills Water Company, LLC, a Washington Limited Liability Company, whose sole owner is Sikma Enterprises, Inc.,**

In fulfillment of the terms and in consideration of the covenants contained in an agreement between Grantor and Grantee, and no monetary consideration,

Assigns, conveys, and quit claims to the Grantee, **TERRY L. OTEY, a single man**, all of the Grantor's right, title and interest in and to the water system easements included in the property transferred to Sikma Enterprises, Inc., by B & W Water Company, under that certain agreement (the "1997 Agreement") dated February 28, 1997, and recorded March 10, 1997, in the records of Island County, Washington, under Auditor's File No. 97003257, which interest was subsequently transferred to Grantor herein by instrument dated March 31, 2003,, and recorded under Auditor's File No. 4053414, all in records of Island County, Washington. The easements referenced in the 1997 Agreement are more particularly described on Exhibit "A" to that certain agreement dated December 30, 1986, and recorded October 14, 1987, in the records of Island County, Washington, under Auditor's File No. 87014186.

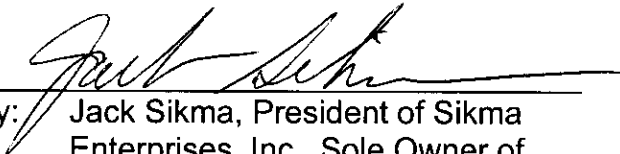
The easements described herein were initially granted for commercial utility purposes and are still used for those purposes; are related to the water system currently known as the Harbor Hills Water System; and, henceforth, shall automatically be transferred along with transfer of that water system.



4058629  
Page: 2 of 2  
05/12/2003 03:16P

Dated: May 9, 2003

GRANTOR:  
HARBOR HILLS WATER COMPANY, LLC

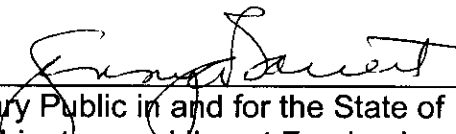
  
By: Jack Sikma, President of Sikma  
Enterprises, Inc., Sole Owner of  
Harbor Hills Water Company LLC

### NOTARY ACKNOWLEDGMENT

State of Washington       )  
  ) ss  
County of Island            )

I certify that I know or have satisfactory evidence that Jack W. Sikma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Sikma Enterprises, Inc., which is the sole owner of Harbor Hills Water Company LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of May, 2003.

  
Notary Public in and for the State of  
Washington, residing at Freeland  
My commission expires on August 5, 2004  
Printed Name of Notary: Jenny A Barrett Escrow, Inc.





ISLAND COUNTY AUDITOR

EAS

4065839

Page: 1 of 4

07/08/2003 03:11P

**AFTER RECORDING RETURN TO:**

Joseph P. McCarthy  
 Kantor Taylor McCarthy and Britzmann, P.C.  
 1501 4th Avenue, Suite 1610  
 Seattle, WA 98101-1662

**EXCISE TAX EXEMPT**

JUL 08 2003

LINDA E. RIFFE  
ISLAND COUNTY TREASURER

**GRANTOR:** HARBOR HILLS WATER SYSTEM, LLC  
**GRANTEE:** HOLMES HARBOR COMMUNITY PARTNERS LLC  
**ABBR. LEGAL:** PTN. TRACT C, HOLMES HARBOR GOLF & YACHT CLUB DIV. 8  
**TAX ACCOUNT NOS.:**

**GOLF COURSE EASEMENT AGREEMENT**  
**(Thirteenth Tee)**

885305✓

\$22-

HARBOR HILLS WATER SYSTEM, LLC, a Washington limited liability company, ("Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to HOLMES HARBOR COMMUNITY PARTNERS LLC, a Washington limited liability company, its successors and assigns ("Grantee") a perpetual easement on, under, over, through and across the real property described as the "Easement Area" in the attached EXHIBIT A, incorporated by reference herein, for the purposes of installing, keeping and maintaining a portion of the Holmes Harbor Golf Course, including landscaping, golf course improvements, and for transit by golfers, golf carts and golf balls, together with a non-exclusive right of ingress and egress to the easement area for the purposes of access, maintenance, repair and replacement.

Grantee acknowledges that all or a portion of the easement area may be within 100 feet of a water well operated by Grantor. Grantee agrees that it will use best management practice within such areas to prevent pesticides from entering the water supply. Grantee further agrees that it will indemnify, defend and hold Grantor harmless from all damages to the water supply caused by Grantee's failure to comply with such best management practices.

**[SIGNATURES ON FOLLOWING PAGES]**



ISLAND COUNTY AUDITOR

EAS

4065839

Page: 2 of 4

07/08/2003 03:11P

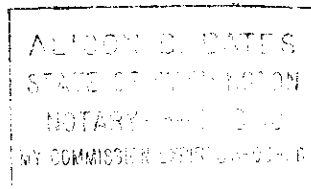
## SIGNATURE PAGE TO GOLF COURSE EASEMENT

Dated this 2<sup>nd</sup> day of July, 2003.HARBOR HILLS WATER SYSTEM, LLC  
a Washington limited liability companyBy: Its: Harbor Hills Water System / owner

STATE OF WASHINGTON )

COUNTY OF Island ) ss.

I certify that I know or have satisfactory evidence that Terry Otey is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it in his/her capacity as the owner of Harbor Hills Water System, LLC, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 2<sup>nd</sup> day of July, 2003

Alicon D. Bates  
Alicon D. Bates (Print Name)  
Notary Public  
Residing at Clinton  
My appointment expires 3/03/06



ISLAND COUNTY AUDITOR

EAS

4065839

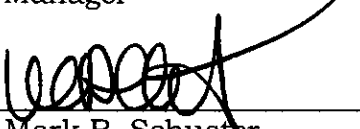
Page: 3 of 4

07/08/2003 03:11P

**SIGNATURE PAGE TO GOLF COURSE EASEMENT**

Dated this \_\_\_\_ day of July, 2003.

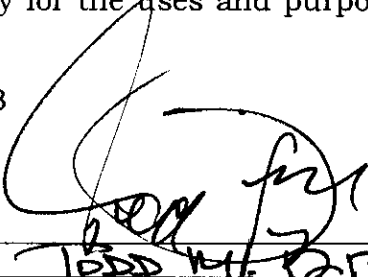
Holmes Harbor Community Partners LLC  
a Washington limited liability company,  
By: Diversified Property Investors, LLC  
Its: Member  
By: Schuster Capital Management, LLC  
Its: Manager

  
\_\_\_\_\_  
By: Mark R. Schuster  
Its: Manager

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss.

I certify that I know or have satisfactory evidence that Mark R. Schuster is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it in his capacity as the Manager of Schuster Capital Management, LLC, the Manager of Holmes Harbor Community Partners LLC to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 3 day of July, 2003

  
\_\_\_\_\_  
Todd M. Davis (Print Name)  
Notary Public  
Residing at LANSELY  
My appointment expires 7-26-04



ISLAND COUNTY AUDITOR

EAS

4065839

Page: 4 of 4

07/09/2003 03:11P

## **GOLF COURSE EASEMENT**

### **EXHIBIT A**

#### **LEGAL DESCRIPTION OF EASEMENT AREA:**

##### **Parcel 1.**

All that part of Tract "C" of Holmes Harbor Golf and Yacht Club Division No. 8, as recorded in Volume 9 of Plats, Page 70, records of Island County, Washington described as follows:

Commencing at a Southwest corner of Lot 28, Block 4 of said Holmes Harbor Golf and Yacht Club Division No. 8;

Thence S.75°04'52"W., a distance of 85.27 feet;

Thence S.38°14'10"W., a distance of 13.50 feet to the POINT OF BEGINNING;

Thence continue southwesterly along said line, a distance of 42.66 feet;

Thence N.12°10'29"W., a distance of 88.08 feet;

Thence S.34°25'57"E., a distance of 37.58 feet;

Thence S.47°41'38"E., a distance of 32.09 feet to the POINT OF BEGINNING.

Containing 1,309.51 square feet or 0.0301 acres, more or less.

Situated in Island County, Washington.

**AFTER RECORDING MAIL TO:**

Mr. Terry Otey  
P. O. Box 657  
Freeland, WA 98249

405628  
5-12-03

---

**BILL OF SALE**

Escrow No. 11721-JB  
Title Order No. L 49207

**KNOW ALL MEN BY THESE PRESENTS:** That Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington Corporation of Freeland, County of Island, State of Washington, the party(ies) of the first part, for and in consideration of the sum of \$10.00 lawful money of the United States of America, to us in hand paid by Terry L. Otey, A Single Man, the party(ies) of the second part, the receipt whereof is hereby acknowledged, do(es) by these presents grant, bargain, sell and deliver unto the said party(ies) of the second part, the following described personal property now located at Holmes Harbor in the City of Freeland, County of Island and State of Washington, to-wit:

All assets of Harbor Hills Water Company, LLC, including franchises, water rights, waterlines, easements, pumphouses, well houses, etc., as described in attached Exhibit "A" which by this reference is made a part hereof and incorporated herein, and goodwill of said LLC

**TO HAVE AND TO HOLD** the same to the said party(ies) of the second part, his heirs, executors, administrators and assigns forever. And said party(ies) of the first part, for their heirs, executors, administrators, covenant(s) and agree(s) to and with the said party(ies) of the second part, his executors, administrators and assigns, that said part(ies) of the first part are the owner(s) of said property, goods and chattels and has(ve) good right and full authority to sell the same, and that they will warrant and defend the sale hereby made unto the said party(ies) of the second part, his executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

**IN WITNESS WHEREOF,** The said party(ies) of the first part has(ve) hereunto set our hand and seal this May 9, 2003.

Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington corporation

By: 

Jack Sikma, President of Sikma Enterprises, Inc., Sole Owner of Harbor Hills Water Company, LLC

AFTER RECORDING MAIL TO:  
Mr. Terry Otey  
P. O. Box 657  
Freeland, WA 98249

5-12-03  
4058627

---

## STATUTORY WARRANTY DEED

Escrow No. 11721-JB  
Title Order No. L 4058627

**THE GRANTOR** Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington Corporation

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to Terry L. Otey, A Single Man

the following described real estate, situated in the County of Island, State of Washington:

**Legal Description (abbreviated):**

Full Legal Description set forth in Exhibit "A" attached hereto and by this reference made a part hereof and incorporated herein.

**Assessor's Property Tax Parcel/Account Number(s):** S7165-96-0000A, S7165-08-0000C2, R23034-014-2531, R22903-228-2710

- SUBJECT TO terms, conditions, restrictions, easements, covenants, and agreements as set forth in Exhibit "B" attached hereto and by this reference made a part hereof and incorporated herein.
- SUBJECT TO terms of disclosure statement recorded concurrently herewith under Auditor's File No. \_\_\_\_\_

- ACCEPTED BY GRANTEE HEREIN:

  
Terry L. Otey

Dated: May 7, 2003

Sikma Enterprises, Inc./Harbor Hills Water Company LLC, a Washington corporation

By 

Jack Sikma, President of Sikma Enterprises, Inc., Sole Owner of Harbor Hills Water Company, LLC



State of Washington

}ss.

County of Island

I certify that I know or have satisfactory evidence that Jack Sikma is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President/Managing Member/Authorized Signator of Sikma Enterprises, Inc./Harbor Hills Water Company LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/9/03



Jenny A. Bark-Ti  
Notary Public in and for the State of Washington  
Residing at Island  
My appointment expires 8/5/04

**"EXHIBIT A"**

**LEGAL DESCRIPTION**

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON:

**Parcel A**

That portion of Tract A, Plat of Holmes Harbor Golf and Yacht Club, Division No. 7, according to plat recorded in volume 9 of plats, page 5, records of Island County, described as follows:

Beginning at the Southwest corner of said Tract A, also being the Northwest corner of Lot 1, Block 2, Plat of Holmes Harbor Golf and Yacht Club, Division No. 5;

Thence South  $89^{\circ}16'04''$  East 80.00 feet;

Thence North  $0^{\circ}45'07''$  East 70.00 feet;

Thence North  $89^{\circ}16'04''$  West 80.00 feet to the Easterly margin of Honeymoon Bay Road;

Thence South  $0^{\circ}45'07''$  West 70.0 feet to the true point of beginning.

**Parcel B**

All that portion of Tract C, Plat of Holmes Harbor Golf and Yacht Club, Division No. 8, according to the plat recorded in volume 9 of plats, pages 70 and 71, records of Island County, Washington, lying Westerly and Southerly of the following described line;

Commencing at the most Southerly corner of Lot 24, Block 5, said Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $88^{\circ}04'38''$  West 244.90 feet (deed, Westerly, 234 feet, more or less) to the Southeast corner of the right of way terminus of Reindeer Road (formerly, Sealawn Avenue) and the true point of beginning;

Thence South  $00^{\circ}41'09''$  East 487 feet;

Thence South  $34^{\circ}30'$  East 300 feet;

Thence South  $47^{\circ}45'41''$  East 361.64 feet (deed, Southeasterly, 358 feet, more or less) to the Point of Tangency of a 25 foot radius curve on Antelope Drive (formerly Olympic View Drive) being the terminus of the above described line

Except that portion thereof described as follows:

Commencing at aforesaid most southerly corner of Lot 24, Block 5, Plat of Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $88^{\circ}04'38''$  West 244.90 feet (deed, Westerly, 245 feet, more or less) to the Southeast corner of the right of way terminus of Reindeer Road (formerly, Sealawn Avenue) and the true point of beginning;

Thence South  $00^{\circ}41'09''$  East 487 feet;

Thence North  $53^{\circ}29'08''$  West 189.88 feet to a point of the West line of aforesaid Tract C and the Southeast corner of the North 330 feet of the South 990 feet of Tract C, as shown on the map of Wonderwood, recorded under auditor's file no. 159977, records of Island County, Washington;

Thence along said West line of Tract C, Plat of Holmes Harbor Golf and yacht Club, Division No. 8, the following courses and distances;

Thence North  $01^{\circ}40'30''$  East 372.51 feet;

Thence North  $89^{\circ}18'51''$  East 135.90 feet (Plat, 135.94 feet) to the true point of beginning.

Also except that portion thereof described as follows:

Commencing at the Northwest corner of Lot 29, Block 4 of aforesaid Plat of Holmes Harbor Golf and Yacht Club, Division No. 8;

Thence South  $75^{\circ}00'37''$  West along the westerly extension of the North line of said Lot 29, a distance of 85.27 feet;

Thence South  $38^{\circ}09'55''$  West 13.42 feet to the true point of beginning;

Thence continuing South  $38^{\circ}09'55''$  West 134.99 feet;

Thence South  $75^{\circ}00'37''$  West 17.80 feet to the South line of aforesaid Tract C of the Plat of Holmes Harbor Golf and Yacht Club, Division 8;

Thence easterly along said South line the following courses and distances;

South  $42^{\circ}45'34''$  East 117.63 feet to the Beginning of a curve to the left, from which a radial line bears North  $47^{\circ}14'26''$  East to the radius point;

Thence easterly along said curve to the left, having a radius of 72.32 feet, through a central angle of  $46^{\circ}55'53''$ , an arc distance of 59.24 feet;

Thence South  $89^{\circ}41'27''$  East 211.95 feet (Plat, 212.00 feet) to the beginning of a curve to the left;

Thence leaving said South line North  $47^{\circ}45'41''$  West 329.45 feet to the true point of beginning.

**Parcel C**

That portion of Government Lot 4, in Section 3, Township 29 North, Range 2 East W.M., described as follows:

Beginning at the Northwest corner of Tract 14 in the Plat of Holmes Harbor Golf and Yacht Club, Division No. 3;

Thence South  $89^{\circ}52'15''$  East 80 feet;

Thence North  $0^{\circ}52'15''$  East 80 feet;

Thence West  $89^{\circ}52'15''$  West 80 feet;

Thence South  $0^{\circ}52'15''$  West 80 feet to the true point of beginning;

All Situated in the County of Island, State of Washington

Abbreviated Legal: Ptn. Tract A, Holmes Harbor Golf and Yacht Club, Div. 7; Ptn. Tract C, Holmes Harbor Golf and Yacht Club, Div. 8; and Section 3, Township 29 North, Range 2 EWM, Ptn. GL 4

END OF EXHIBIT A

L49207

5

FIRST AMERICAN TITLE OF IS CO 67122 P.006

PLAT. 08.2003 18:11 160-675-5640

The following paragraphs 11 through 26 affect Parcel A

11. Terms and conditions of Articles of Incorporation and Bylaws of Holmes Harbor Golf and Yacht Club, including restrictions, regulations, and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to, those as set forth under Auditor's File No. 167299.

12. Lien and assessments, if any, owing the party herein named, as provided for in attached instrument.

Party : Harbor Hills Water Company

13. Covenants, conditions, restrictions, and easements contained on the face of said plat.

14. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : July 29, 1966

Auditor's No. : 186121, and amended by 97004430

15. Agreement executed by and between the parties herein named upon the conditions therein provided.

Between : William K. Schocning, as Trustee of First Realty, Inc., a defunct Corporation, Golf Northwest, Inc., a Washington Corporation,

Terrence Todd and Adams & Clark, a Washington Corporation

Dated : October 31, 1990

Recorded : December 5, 1990

Auditor's No. : 90022468

Providing : Consent to Revocation of Appointment and Appointment and Hold Harmless Agreement

An assignment of declarant's rights, interest and powers as granted in auditor's file no. 90022468 which was recorded December 1, 1995 under auditor's file no. 95019394, this being a re-recording of auditor's file no. 95019065.

16. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Electric transmission and distribution line

In Favor Of : Puget Sound Power and Light Company

Recorded : October 23, 1957

Auditor's No. : 111219

Affects : Lots 8 through 15, Block 2; Lots 11 through 14, Block 3; Lots 8 through 16, Block 5 and Tract A

17. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Electric transmission and distribution line

In Favor Of : Puget Sound Power and Light Company

Recorded : November 13, 1957

Auditor's No. : 111571

Affects : Lots 1 through 15, Block 4; Lots 1 through 7, Block 3; and Tract A

18. Easement provisions as contained in said plat, as follows:

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and Whidbey Telephone Company and their respective successors and assigns under the exterior five foot parallel and adjacent to the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

19. Reservations contained in instrument:

Executed by : Robert J. Sutter, et ux

Recorded : April 22, 1966

Auditor's No. : 182596

As Follows : Reservation of all oils, gases, and minerals

Affects : Lots 1 through 9 and 11 through 15, Block 2; lots 14 through 17, Block 3; all of Block 6 and Tract A

20. Reservations contained in instrument:

Executed by : William Hasbrouck Jones, et ux  
Recorded : March 31, 1966  
Auditor's No. : 181753  
As Follows : Reservations of all oils, gases, minerals  
Affects : Lots 8 through 15, Block 2; Lots 11 through 14, Block 3; Lots 8 through 16, Block 5, and Tract A

21. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Electric transmission and distribution line  
In Favor Of : Puget Sound Power and Light Company  
Recorded : October 31, 1957  
Auditor's No. : 111354  
Affects : Block 1; Lots 7 through 11, Block 3; Lots 1 through 11, Block 5; and Tract A

22. Reservations contained in instrument:

Executed by : Roland W. Heiden, et ux  
Recorded : March 31, 1966  
Auditor's No. : 181751  
As Follows : Reservation of all oils, gases and minerals, etc.  
Affects : Lots 2, 3 and 4, Block 1; Lots 9, 10 and 11, Block 3; Lots 4 through 11, Block 5 and Tract A

23. Right of the public to make all necessary slopes for cuts or fills upon said premises in the original grading of all streets, avenues, alleys and roads, as dedicated in the plat. Also the right to drain street or streets over and across any lot or lots where water might take a natural course after the street or streets have been graded, as contained in the dedication of said plat.

24. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, operate, inspect, maintain or remove the same which shall consist of underground conduits, cables, manholes, vaults and semi-buried or ground mounted facilities  
In Favor Of : Puget Sound Power and Light Company  
Recorded : April 12, 1967  
Auditor's No. : 195258  
Affects : As located

25. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : December 23, 1982  
Auditor's No. : 404099

26. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : November 22, 1995  
Auditor's No. : 95018859  
Affects : As located

The following paragraphs 27 through 42 affect Parcel B

27. Terms and conditions of Articles of Incorporation and Bylaws of Holmes Harbor Golf and Yacht Club, including restrictions, regulations, and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to, those as set forth under Auditor's File No. 167299.

28. Lien and assessments, if any, owing the party herein named.

Party : Harbor Hills Water Company

29. Covenants, conditions, restrictions, and easements contained on the face of said plat.

30. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049( c ).

Recorded : November 1, 1967  
Auditor's No. : 203281, and amended by 97004429

31. Easement provision contained on the face of said plat as follows:

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and South Whidbey Telephone Company and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

32. Agreement executed by and between the parties herein named upon the conditions therein provided.

Between : William K. Schoening, as Trustee of First Realty, Inc., a defunct Corporation, Golf Northwest, Inc., a Washington Corporation, Terrence Todd and Adams & Clark, a Washington Corporation  
Dated : October 31, 1990  
Recorded : December 5, 1990  
Auditor's No. : 90022468  
Providing : Consent to Revocation of Appointment and Appointment and Hold Harmless Agreement

An assignment of declarant's rights, interest and powers as granted in auditor's file no. 90022468 which was recorded December 1, 1995 under auditor's file no. 95019394, this being a re-recording of auditor's file no. 95019065.

33. Right of the public to make all necessary slopes for cuts or fills upon said premises in the original grading of all streets, avenues, alleys and roads, as dedicated in the plat. Also the right to drain street or streets over and across any lot or lots where water might take a natural course after the street or streets have been graded, as contained in the dedication of said plat.

34. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment  
In Favor Of : Whidbey Telephone Company  
Recorded : June 30, 1997  
Auditor's No. : 97010070  
Affects : As located

35. Reservations contained in instrument:

Executed by : Richard D. Smith, et ux  
Auditor's No. : 189339  
As Follows : Reservation of all oils, gases and mineral rights

36. Reservations contained in instrument:

Executed by : Harley A. Healy, et ux  
Auditor's No. : 190916  
As Follows : Reservation of all oils, gases and minerals

37. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : December 23, 1982  
Auditor's No. : 404099

38. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : Vehicular and pedestrian ingress and egress and the placement of utilities  
In Favor Of : Sikma Enterprises, Inc., their successors and assigns  
Recorded : April 21, 1994  
Auditor's No. : 94009337  
Affects : As more particularly described in said instrument

39. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment

In Favor Of : Whidbey Telephone Company

Recorded : May 10, 1995

Auditor's No. : 95007293

Affects : As located

40. Provisions and matters contained in Boundary Line Adjustment No. 282/99 recorded October 6, 1999 under Auditor's File No. 99022891.

41. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : November 5, 2002

Auditor's No. : 4036486

42. Covenants, conditions and restrictions contained in declaration of protective restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : November 5, 2002

Auditor's No. : 4036487

The following paragraphs 43 through 45 affect Parcel C

43. Easement for electric transmission line, together with right of ingress and egress over grantors adjoining property and including covenants against blasting without notice.

Granted to : Puget Sound Power and Light Company

Dated : October 21, 1957

Recorded : October 23, 1957

Auditor's No. : 111217

44. Covenants, conditions and restrictions contained in deed, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 36049(c).

Recorded : December 23, 1982

Auditor's No. : 404099

45. An Easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes.

For : To construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment

In Favor Of : Whidbey Telephone Company

Recorded : November 22, 1995

Auditor's No. : 95018858

Affects : As located

END OF SPECIAL EXCEPTIONS

After recording, return to:

Terry L. Otey  
P. O. Box 657  
Freeland, WA 98249

5-12-03  
405629

### ASSIGNMENT OF WATER SYSTEM EASEMENT

Grantor : Sikma Enterprises, Inc./Harbor Hills Water Company LLC  
Grantee : Terry L. Otey, a single man  
Reference Nos. of Documents Assigned or Released: 97 003257 & 4053414

**The Grantor:** Harbor Hills Water Company, LLC, a Washington Limited Liability Company, whose sole owner is Sikma Enterprises, Inc.,

In fulfillment of the terms and in consideration of the covenants contained in an agreement between Grantor and Grantee, and no monetary consideration,

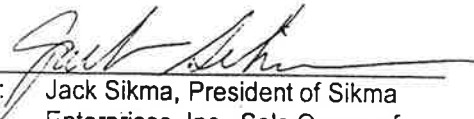
Assigns, conveys, and quit claims to the Grantee, **TERRY L. OTEY, a single man**, all of the Grantor's right, title and interest in and to the water system easements included in the property transferred to Sikma Enterprises, Inc., by B & W Water Company, under that certain agreement (the "1997 Agreement") dated February 28, 1997, and recorded March 10, 1997, in the records of Island County, Washington, under Auditor's File No. 97003257, which interest was subsequently transferred to Grantor herein by instrument dated March 31, 2003,, and recorded under Auditor's File No. 4053414, all in records of Island County, Washington. The easements referenced in the 1997 Agreement are more particularly described on Exhibit "A" to that certain agreement dated December 30, 1986, and recorded October 14, 1987, in the records of Island County, Washington, under Auditor's File No. 87014186.

The easements described herein were initially granted for commercial utility purposes and are still used for those purposes; are related to the water system currently known as the Harbor Hills Water System; and, henceforth, shall automatically be transferred along with transfer of that water system.



Dated: May 9, 2003

GRANTOR:  
HARBOR HILLS WATER COMPANY, LLC


  
By: Jack Sikma, President of Sikma  
Enterprises, Inc., Sole Owner of  
Harbor Hills Water Company LLC

NOTARY ACKNOWLEDGMENT

State of Washington       )  
  ) ss  
County of Island        )

I certify that I know or have satisfactory evidence that Jack W. Sikma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Sikma Enterprises, Inc., which is the sole owner of Harbor Hills Water Company LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of May, 2003.

  
Notary Public in and for the State of  
Washington, residing at Freeland  
My commission expires on August 5, 2004  
Printed Name of Notary: Jenny A Barrett Escrow, Inc.



**AFTER RECORDING RETURN TO:**

Joseph P. McCarthy  
Kantor Taylor McCarthy and Britzmann, P.C.  
1501 4th Avenue, Suite 1610  
Seattle, WA 98101-1662

*New #3 well site*

**GRANTOR:** HARBOR HILLS WATER SYSTEM, LLC  
**GRANTEE:** HOLMES HARBOR COMMUNITY PARTNERS LLC  
**ABBR. LEGAL:** PTN. TRACT A, HOLMES HARBOR GOLF & YACHT CLUB DIV. 7; PTN.  
GL 3, SEC. 3-29-2  
**TAX ACCOUNT NOB.:**

**GOLF COURSE EASEMENT AGREEMENT**  
**(North and South Wells)**

HARBOR HILLS WATER SYSTEM, LLC, ("Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to Holmes Harbor Community Partners LLC, a Washington limited liability company, its successors and assigns ("Grantee") a perpetual easement on, under, over, through and across the real property described as the "Easement Area" in the attached EXHIBIT A, incorporated by reference herein, for the purposes of installing, keeping and maintaining a portion of the Holmes Harbor Golf Course, including landscaping, golf course improvements, and for transit by golfers, golf carts and golf balls, together with a non-exclusive right of ingress and egress to the easement area for the purposes of access, maintenance, repair and replacement.

Grantee acknowledges that all or a portion of the easement area may be within 100 feet of a water well operated by Grantor. Grantee agrees that it will use best management practice within such areas to prevent pesticides from entering the water supply. Grantee further agrees that it will indemnify, defend and hold Grantor harmless from all damages to the water supply caused by Grantee's failure to comply with such best management practices.

**[SIGNATURES ON FOLLOWING PAGES]**

**GOLF COURSE EASEMENT****EXHIBIT A****LEGAL DESCRIPTION OF EASEMENT AREA:****Parcel 1.**

All that part of Tract "C" of Holmes Harbor Golf and Yacht Club Division No. 8, as recorded in Volume 9 of Plats, Page 70, records of Island County, Washington described as follows:

Commencing at a Southwest corner of Lot 28, Block 4 of said Holmes Harbor Golf and Yacht Club Division No. 8;

Thence S.75°04'52"W., a distance of 85.27 feet;  
Thence S.38°14'10"W., a distance of 13.50 feet to the POINT OF BEGINNING;  
Thence continue southwesterly along said line, a distance of 42.66 feet;  
Thence N.12°10'29"W., a distance of 88.08 feet;  
Thence S.34°25'57"E., a distance of 37.58 feet;  
Thence S.47°41'38"E., a distance of 32.09 feet to the POINT OF BEGINNING.  
Containing 1,309.51 square feet or 0.0301 acres, more or less.

Situated in Island County, Washington.

**SIGNATURE PAGE TO GOLF COURSE EASEMENT**

Dated this \_\_\_\_ day of July, 2003.

Holmes Harbor Community Partners LLC  
 a Washington limited liability company,  
 By: Diversified Property Investors, LLC  
 Its: Member  
 By: Schuster Capital Management, LLC  
 Its: Manager

By: Mark R. Schuster  
 Its: Manager

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Mark R. Schuster is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it in his capacity as the Manager of Schuster Capital Management, LLC, the Manager of Holmes Harbor Community Partners LLC to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of July, 2003

\_\_\_\_\_  
 (Print Name)  
 Notary Public  
 Residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

**GOLF COURSE EASEMENT****EXHIBIT A****LEGAL DESCRIPTION OF EASEMENT AREA:****Parcel 1.**

That portion of Tract A of the Plat of Holmes Harbor Golf and Yacht Club, Division No. 7, according to the plat thereof recorded in Volume 9 of Plats, Page 5, records of Island County, Washington, described as follows:

Beginning at the Southwest corner of said Tract "A", also being the Northwest corner of Lot 1, Block 2, Plat of Holmes Harbor Golf and Yacht Club, Division No. 5; thence South 89°16'04" East 80.00 feet; thence North 0°45'07" East 70.00 feet; thence North 89°16'04" West 80.00 feet to the Easterly margin of the Honeymoon Bay Road; thence South 0°45'07" West 70.00 feet to the point of beginning;

Situated in Island County, Washington.

**Parcel 2.**

That portion of Section 3, Township 29 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Lot 14, Plat of Holmes Harbor Golf and Yacht Club, Division No. 3, according to the plat thereof recorded in Volume 8 of Plats, page 49, records of Island County, Washington;

thence South 89°52'15" East 80.00 feet; thence North 0°52'15" East 80.00 feet; thence North 89°52'15" West 80.00 feet to the Easterly margin of Honeymoon Bay Road; thence South 0°52'15" West 80.00 feet to the true point of beginning.

Situated in Island County, Washington.





**AFTER RECORDING RETURN TO:**

Joseph P. McCarthy  
Kantor Taylor McCarthy and Britzmann, P.C.  
1501 4th Avenue, Suite 1610  
Seattle, WA 98101-1662

**GRANTOR:** HARBOR HILLS WATER SYSTEM, LLC  
**GRANTEE:** HOLMES HARBOR COMMUNITY PARTNERS LLC  
**ABBR. LEGAL:** PTN. TRACT C, HOLMES HARBOR GOLF & YACHT CLUB DIV. 8  
**TAX ACCOUNT NOS.:**

**GOLF COURSE EASEMENT AGREEMENT  
(Thirteenth Tee)**

HARBOR HILLS WATER SYSTEM, LLC, a Washington limited liability company, ("Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to HOLMES HARBOR COMMUNITY PARTNERS LLC, a Washington limited liability company, its successors and assigns ("Grantee") a perpetual easement on, under, over, through and across the real property described as the "Easement Area" in the attached EXHIBIT A, incorporated by reference herein, for the purposes of installing, keeping and maintaining a portion of the Holmes Harbor Golf Course, including landscaping, golf course improvements, and for transit by golfers, golf carts and golf balls, together with a non-exclusive right of ingress and egress to the easement area for the purposes of access, maintenance, repair and replacement.

Grantee acknowledges that all or a portion of the easement area may be within 100 feet of a water well operated by Grantor. Grantee agrees that it will use best management practice within such areas to prevent pesticides from entering the water supply. Grantee further agrees that it will indemnify, defend and hold Grantor harmless from all damages to the water supply caused by Grantee's failure to comply with such best management practices.

**[SIGNATURES ON FOLLOWING PAGES]**

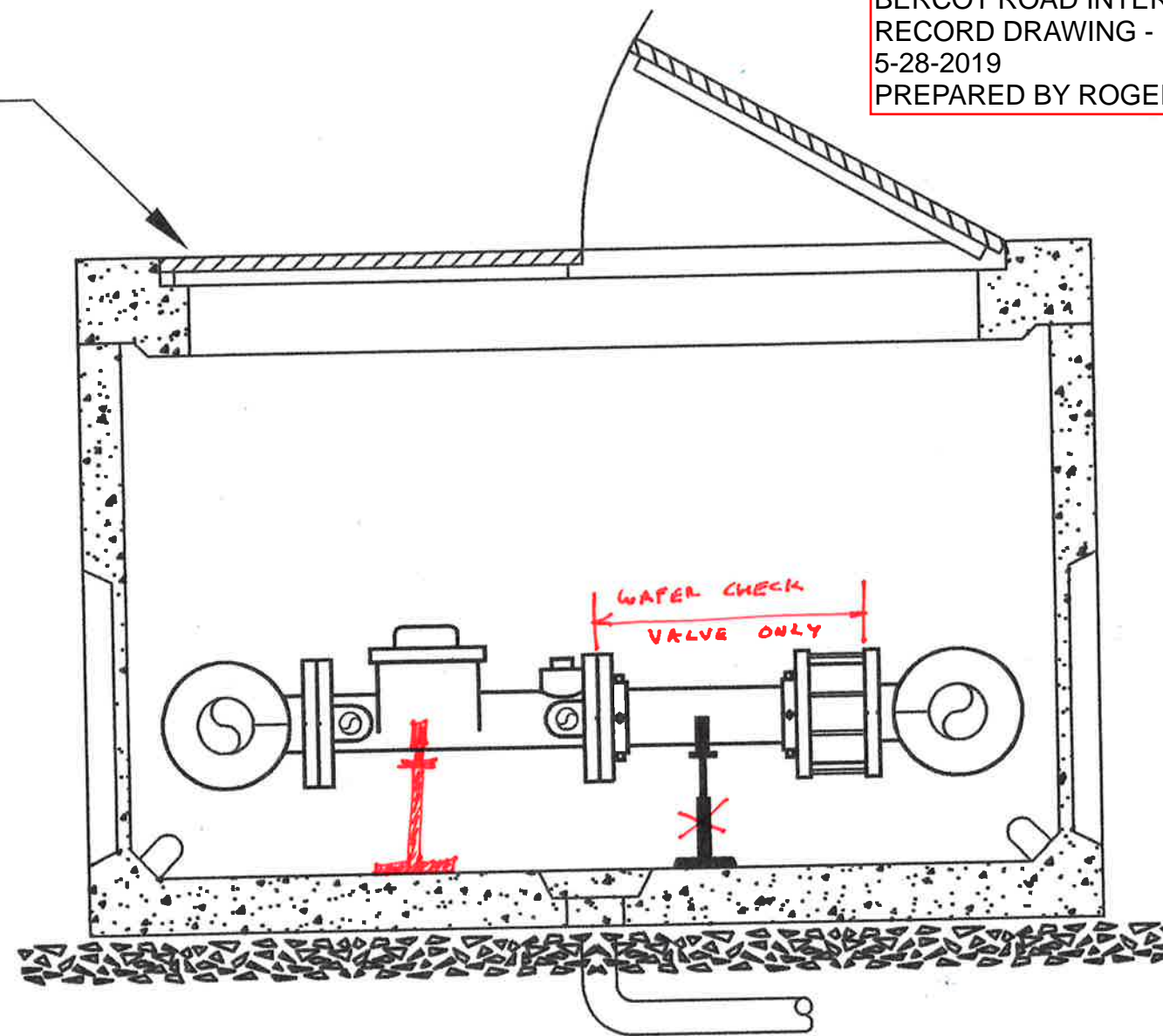


## **APPENDIX K**

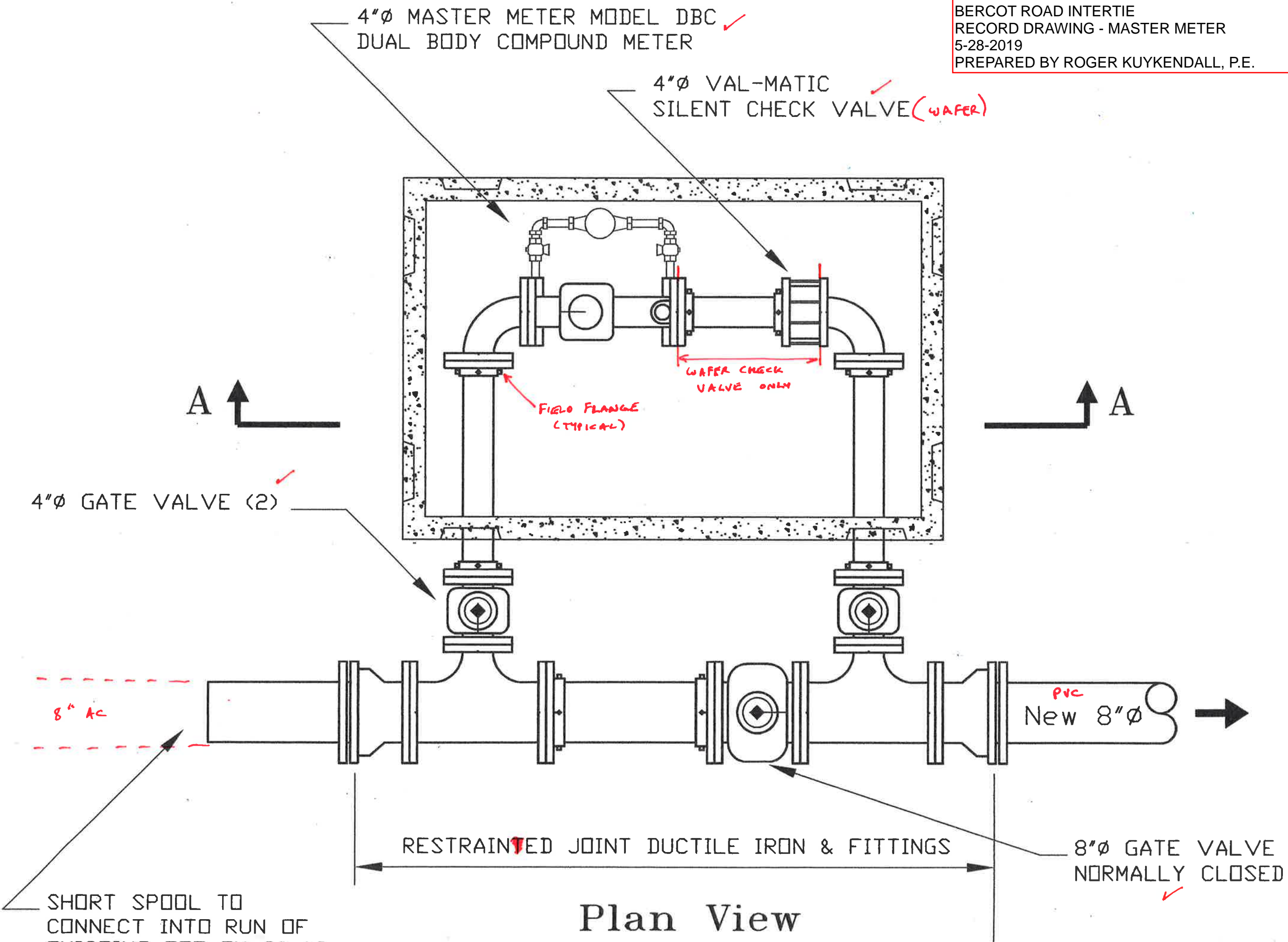
### **INTERTIE RESOLUTION AND RECORD DRAWINGS**

FREELAND WATER & SEWER DISTRICT  
BERCOT ROAD INTERTIE  
RECORD DRAWING - MASTER METER  
5-28-2019  
PREPARED BY ROGER KUYKENDALL, P.E.

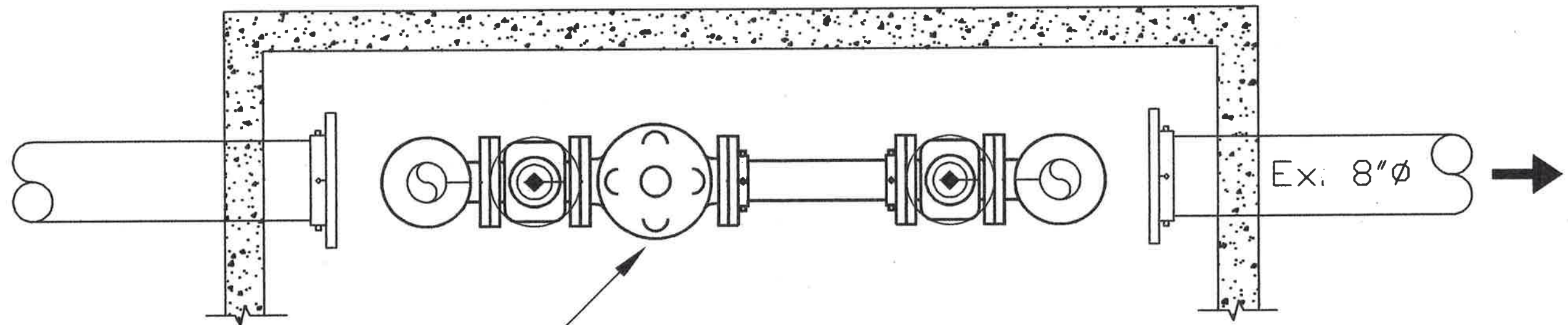
UTILITY VAULT CO.  
✓ #644-LA WITH LOCKING  
STEEL LID FOR H2O  
LOADING, SPRING ASSIST



Section A-A



FREELAND WATER & SEWER DISTRICT  
BERCOT ROAD INTERTIE  
RECORD DRAWING - PRV STATION  
5-28-2019  
PREPARED BY ROGER KUYKENDALL, P.E.

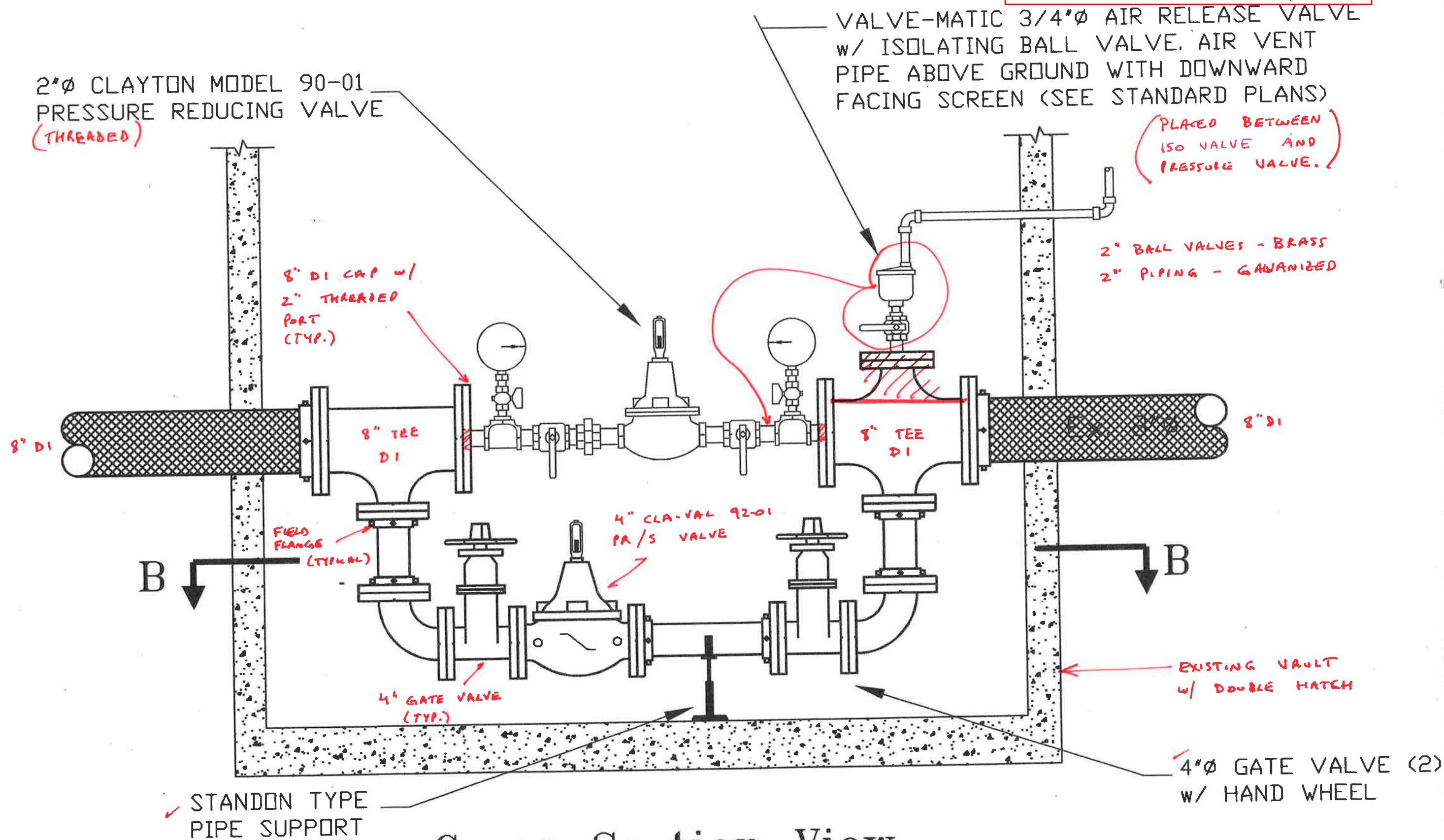


4"Ø CLAYTON MODEL 92-01 PRESSURE  
REDUCING AND SUSTAINING VALVE  
(ON BOTTOM)

Section B-B



FREELAND WATER & SEWER DISTRICT  
BERCOT ROAD INTERTIE  
RECORD DRAWING - PRV STATION  
5-28-2019  
PREPARED BY ROGER KUYKENDALL, P.E.



Cross-Section View

## **FREELAND WATER AND SEWER DISTRICT**

### **RESOLUTION NO. 02-002-2020**

#### **Bercot Road Intertie**

**A RESOLUTION** OF THE Board of Commissioners of the Freeland Water and Sewer District, Island County, Washington, adopting an operational policy regarding the capacity and purpose of the Bercot Road Intertie.

**WHEREAS**, the Freeland Water and Sewer District ("District") owns and operates the Freeland water system and the Harbor Hills Water System ("HHWS"), AND

**WHEREAS**, the District operates a gravity pressure zone with a hydraulic grade line (HGL) of 285 feet; and HHWS operates an upper pressure zone near the intersection of Honeymoon Bay Road and Bercot Road, with a HGL of 427 feet, AND

**WHEREAS**, the District had several customers located near the intersection of Honeymoon Bay Road and Bercot Road, who suffered from static water pressures of less than 30 psi, and available fire flow of less than 500 gallons per minute (gpm), AND

**WHEREAS**, the District had constructed and operated a small pressure booster station contained in a vault located on Bercot Road that increased static pressures to these customers to greater than 30 psi; and the District no longer desired to operate said booster station, AND

**WHEREAS**, in 2013, the District completed the Bercot Road Intertie Study which concluded that an intertie with HHWS could be constructed which would isolate this area as an extension of the HHWS upper pressure zone, and could provide water to this area without negatively affecting the supply of water to HHWS customers, AND

**WHEREAS**, in 2015, the District constructed a water system intertie near the intersection of Honeymoon Bay Road and Bercot Road which allows water to be transmitted from HHWS to the District in the isolated pressure zone, AND

**WHEREAS**, the intertie consists of a master meter which measures the volume of water transmitted to the District, and provides a new permanent source of water to eleven properties located within the District's retail service area, at a higher pressure and in excess of 700 gpm fire flow, AND

**WHEREAS**, the intertie also consists of a pressure reducing valve (PRV) vault, located on Bercot Road, within the old booster station vault, which provides an emergency source of water to the District, defined as a short-term condition wherein the District's distribution system pressure downstream of the PRV drops below 30 psi, due to high fire flow demand or a system failure such as a water main break, AND

**WHEREAS**, the amount of water available to the District for emergencies varies depending upon the time of year and system demands in HHWS, HHWS can provide water to the District



for fire demand emergencies, and in limited quantities and duration for emergencies, but cannot provide enough water to meet District Peak Hour Demand or Maximum Day Demand requirements for extended periods of time, AND

**WHEREAS**, HHWS can permanently provide safe drinking water to eleven properties within the District's retail service area, and also provide an emergency supply, at HHWS's convenience, so long as HHWS has water to provide, not unreasonably denied, AND

**WHEREAS**, the District shall own, and be responsible for the operation and maintenance of the intertie, AND

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FREELAND WATER AND SEWER DISTRICT, ISLAND COUNTY, WASHINGTON**, that HHWS shall provide to the District, a permanent source of water and also an emergency source of water as available, via the Bercot Road Intertie, said water being sold to the District at a wholesale rate. The District shall comply with all Washington State Department of Health regulations with respect to water use efficiency for the duration of the intertie, unless amended by resolution by the District.

**ADOPTED** by the Board of Commissioners of Freeland Water and Sewer District, Island County, Washington at its regular meeting on the 17<sup>th</sup> day of February 2020.

FREELAND WATER AND SEWER DISTRICT  
ISLAND COUNTY, WASHINGTON

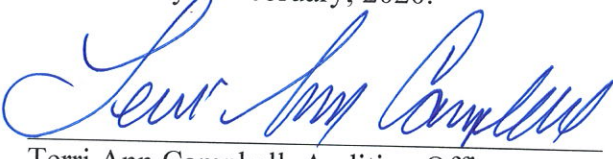
  
Chad Gladhart, Commissioner

  
Eric Hansen, Commissioner

  
Lewis Randall, Commissioner

#### CERTIFICATION

I, Terri Ann Campbell, Auditing Officer of the Board of Commissioners of Freeland Water and Sewer District, do hereby certify that the document attached hereto is a true and correct copy of Resolution No. 02-002-20 of the said Board, duly adopted at the regular meeting thereof held on the 17th day of February, 2020.

  
Terri Ann Campbell, Auditing Officer  
Freeland Water and Sewer District

**APPENDIX L**

**MODEL RESULTS**



Peak Hour Demand										Comment
NODE ID	Elevation (ft)	2019 Demand (gpm)	2019 Node Pressure (psi)	2028 Demand (gpm)	2028 Node Pressure (psi)	2038 Demand (gpm)	2038 Node Pressure (psi)	BO Demand (gpm)	BO Node Pressure (psi)	
4	230	0	99	0	95	0	90	0	72	
5	235	0.75	97	0.85	93	0.95	87	3.5	70	
6	255	5.28	88	5.97	84	6.67	78	0	61	
7	265	0	84	0	79	0	74	0	56	
8	285	6.03	75	6.82	71	7.63	65	9.1	47	
9	285	0	75	0	71	0	65	19.6	47	
10	300	0	68	0	64	0	58	0	41	
11	290	0	73	0	68	0	63	0	45	
12	290	0	72	0	68	0	63	0	45	
13	270	0	81	0	77	0	71	0	53	
14	270	0	81	0	77	0	71	0	53	
15	270	0	81	0	77	0	71	0	53	
16	195	9.05	114	10.23	109	11.44	104	15.4	86	
17	265	3.77	83	4.26	79	4.77	73	3.5	56	
18	230	2.26	99	2.56	94	2.86	89	10.5	71	
19	200	9.8	112	11.08	108	12.39	103	11.2	85	
20	200	0	112	0	108	0	103	0	85	
21	190	2.26	116	2.56	112	2.86	107	4.2	89	
22	190	2.26	117	2.56	112	2.86	107	2.1	90	
23	280	0	77	0	73	0	67	0	49	
24	295	5.28	70	5.97	66	6.67	60	4.9	43	
25	260	5.28	86	5.97	81	6.67	76	6.3	58	
26	240	7.54	94	8.52	90	9.53	84	7	67	
27	240	10.55	94	11.93	90	13.35	85	13.3	67	
28	260	5.28	86	5.97	81	6.67	76	8.4	58	
29	260	9.05	86	10.23	81	11.44	76	9.8	58	
30	260	1.51	86	1.7	81	1.91	76	2.8	58	
31	280	0	77	0	73	0	67	0	49	
32	260	5.28	86	5.97	81	6.67	76	11.9	58	
33	290	9.8	73	11.08	68	12.39	63	11.9	45	
34	260	3.02	86	3.41	81	3.81	76	4.9	58	
35	260	0	86	0	81	0	76	0	58	
36	220	3.77	103	4.26	99	4.77	93	4.2	76	Upstream of PRV #3
37	260	3.77	86	4.26	81	4.77	76	4.2	58	
38	250	5.28	90	5.97	86	6.67	80	6.3	63	
39	220	7.54	103	8.52	99	9.53	93	7	76	
40	255	8.29	88	9.38	84	10.49	78	8.4	60	
41	240	5.28	94	5.97	90	6.67	85	7.7	67	
42	230	0	99	0	95	0	89	0	71	
43	230	6.03	99	6.82	95	7.63	89	5.6	71	
44	230	5.28	99	5.97	95	6.67	89	7	71	
45	230	8.29	98	9.38	94	10.49	89	12.6	71	
46	230	0	99	0	95	0	89	0	71	
47	270	6.03	81	6.82	77	7.63	71	7	53	
48	220	8.29	102	9.38	98	10.49	92	11.9	74	Upstream of PRV #1
49	240	11.31	94	12.79	89	14.3	84	12.6	66	
50	220	3.02	102	3.41	98	3.81	92	4.2	75	
51	170	0	124	0	120	0	114	0	96	
52	120	5.28	146	5.97	141	6.67	136	10.5	118	
53	150	6.03	133	6.82	128	7.63	123	9.8	105	
54	280	7.54	77	8.52	73	9.53	67	10.5	49	
55	255	0	88	0	84	0	78	0	61	Wholesale area
56	245	0	92	0	88	0	83	0	65	Wholesale area
57	170	3.02	125	3.41	120	3.81	115	3.5	97	Wholesale area
58	170	0	125	0	120	0	115	0	97	FWSD
59	215	0.75	105	0.85	101	0.95	96	4.2	78	Wholesale area
70	215	0	48	0	47	0	46	0	44	Downstream of PRV #1
71	210	2.26	50	2.56	49	2.86	48	4.9	46	
72	120	11.31	89	12.79	88	14.3	87	14	85	
73	190	0	59	0	58	0	56	0	54	
74	160	3.02	72	3.41	71	3.81	69	5.6	67	
75	180	3.02	63	3.41	62	3.81	61	5.6	59	
76	140	5.28	81	5.97	79	6.67	78	6.3	76	
77	170	0	68	0	66	0	65	0	63	
78	120	6.03	89	6.82	88	7.63	86	7	84	
79	145	0	78	0	77	0	76	0	74	
80	125	3.02	87	3.41	86	3.81	84	7	82	
81	130	7.54	85	8.52	84	9.53	82	7.7	80	
82	190	3.77	59	4.26	58	4.77	56	9.1	54	
83	210	7.54	50	8.52	49	9.53	47	9.1	45	Downstream of PRV #2
84	105	0	96	0	94	0	93	0	91	
85	100	0	98	0	97	0	95	0	93	
86	80	0	107	0	105	0	104	0	102	
87	60	3.77	115	4.26	114	4.77	112	4.2	110	
88	140	0	81	0	79	0	78	0	76	
89	180	9.05	63	10.23	62	11.44	60	15.4	58	
90	220	5.28	46	5.97	45	6.67	43	9.1	41	
91	155	3.77	74	4.26	73	4.77	71	7	69	
92	220	3.02	46	3.41	45	3.81	43	4.2	41	Downstream of PRV #3
93	210	0	107	0	103	0	97	0	80	
100	260	0	86	0	81	0	76	0	58	Upstream of PRV #2
104	265	0	-13	0	-13	0	-13	0	-13	
105	230	0	1	0	1	0	1	0	1	Transmission pipe from South Well
106	230	0	1	0	1	0	1	0	1	Transmission pipe from South Well
201	80	0	107	0	105	0	104	9.8	101	Bradshaw Addition
202	60	0	115	0	114	0	112	7	110	Bradshaw Addition
301	280	0	77	0	72	0	67	0	49	
302	285	0	75	0	70	0	65	0	47	
303	200	3.02	111	3.41	107	3.81	102	4.2	84	
304	230	13.5	98	15.26	94	17.07	89	14	71	
401	230	0	99	0	95	0	90	0	72	
402	220	0	104	0	99	0	94	0	77	
403	220	0	104	0	99	0	94	0	77	
405	220	0	104	0	99	0	94	0	76	
406	220	3.02	104	3.41	99	3.81	94	46.2	76	
414	240	0	95	0	91	0	85	0	68	
415	240	0	95	0	91	0	85	5.6	68	
110	230	0	99	0	95	0	90	0	73	

2 pumps operating to meet peak hour demand

Fire Flow Demand										
HYDRANT NODE ID	Hydrant Elevation	2018 Critical Node ID	2018 Design Flow (gpm)	2028 Critical Node ID	2028 Design Flow (gpm)	2038 Critical Node ID	2038 Design Flow (gpm)	BO Critical Node ID	BO Design Flow (gpm)	Comment
4	230	24	769	24	752	24	734	24	685	Node 24 (el. = 295) Katydid Lane
6	255	24	751	24	735	24	717	24	667	
8	285	24	744	24	727	24	710	24	663	
11	290	24	732	24	714	24	697	24	650	
12	290	24	727	24	709	24	692	24	645	
16	195	16	725	24	716	24	699	24	654	Node 16 (el. = 195) end of HMB Road
20	200	24	763	24	746	24	728	24	678	
35	260	24	746	24	729	24	711	24	663	El. = 260. Last hydrant prior to Intertie
48	220	24	731	24	715	24	698	24	652	
79	145	24	741	24	723	24	706	24	658	
85	100	24	742	24	725	24	707	24	660	
301	280	301	702	301	687	301	672	301	631	Node 301 (el. = 280) Curtis Way
304	230	301	708	301	694	301	679	301	638	
415	240	415	640	415	631	415	622	415	593	Node 415 (el. = 240) Evergreen Lane

Fire flow performance based on 3 booster pumps operating

**APPENDIX M**

**CAPITAL PROJECT COST ESTIMATES**

**HARBOR HILLS**  
**1000 LF 8-Inch Main Replacement**  
**PLANNING LEVEL COST ESTIMATE**  
**January 28, 2020**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1.	Unexpected Site Changes (1-04.4(1))	1	CALC	\$12,000.00	\$12,000.00
2.	Survey (1-05.4(2))	1	LS	\$2,000.00	\$2,000.00
3.	SPCC Plan (1-07.15)	1	LS	\$1,000.00	\$1,000.00
4.	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$20,000.00	\$20,000.00
5.	Project Temporary Traffic Control (1-10.5)	1	LS	\$14,000.00	\$14,000.00
6.	Clearing and Grubbing (2-01.5)	1	LS	\$4,000.00	\$4,000.00
7.	Removal of Structure and Obstruction (2-02.5)	1	LS	\$8,000.00	\$8,000.00
8.	Controlled Density Fill (2-09.5)	5	CY	\$250.00	\$1,250.00
9.	Locate Existing Utilities (2-09.5)	1	LS	\$3,300.00	\$3,300.00
10.	Crushed Surfacing Top Course (4-04.5)	120	TN	\$25.00	\$3,000.00
11.	HMA Cl. 1/2" PG 58H-22, Driveway Repair (5-04.5)	70	TN	\$200.00	\$14,000.00
12.	Bank Run Gravel for Trench Backfill (7-09.5)	670	TN	\$21.00	\$14,070.00
13.	PVC C900 Pipe for Water Main, 8 in. Diam. (7-09.5)	1,000	LF	\$60.00	\$60,000.00
14.	Additional Ductile Iron Fittings (7-09.5)	500	LB	\$4.00	\$2,000.00
15.	Connection to Existing Water Main (7-09.5)	3	EA	\$5,500.00	\$16,500.00
16.	Removal of Unsuitable Material (Trench) (7-09.5)	10	CY	\$55.00	\$550.00
17.	Trench Excavation Safety System (7-09.5)	1	LS	\$3,000.00	\$3,000.00
18.	Gate Valve, 8 In. (7-12.5)	13	EA	\$1,600.00	\$20,800.00
19.	Fire Hydrant Assembly (7-14.5)	2	EA	\$5,500.00	\$11,000.00
20.	Service Connection, 1 In. Diam. (7-15.5)	25	EA	\$1,200.00	\$30,000.00
21.	Service Pipe, 1 In. Diam.(7-15.5)	625	LF	\$20.00	\$12,500.00
22.	Erosion/Water Pollution Control (8-01.5)	1	LS	\$4,000.00	\$4,000.00
23.	Restoration (8-01.5)	1	LS	\$10,000.00	\$10,000.00
Construction Subtotal					\$266,970.00
Construction Contingency					10% \$26,697.00
Construction Total					\$293,667.00
Sales Tax					8.7% \$25,549.03
<b>Total Construction Cost:</b>					<b>\$319,216.03</b>
Engineering, Administration, Construction Management					25% \$79,804.01
<b>Total Project Cost</b>					<b>\$400,000.00</b>

**Assumptions for Cost Estimating:**

Mobilization, Cleanup, and Demobilization is estimated at 8% of the total for all other bid items

Project Temporary Traffic Control is based estimated contract time

Crushed Surfacing Top Course is estimated at 4" depth over 3' trench for water main and 2.5" trench for service pipe

Hot Mix Asphalt (HMA) is estimated for driveway repair only at 20' by 6' at depth of 3"

Bank Run Gravel for Trench Backfill is estimated a 2' depth, entire trench length (100% import)

Gate Valves are estimated at 3 per intersection, every 240 feet

Fire Hydrants are estimated at one per 600 feet

Service Connections are estimated at 2 services per 80 feet

Service Pipe is estimated at average length of 25 feet per service

All quantities are increased by 10 percent and rounded up

**HARBOR HILLS**  
**2000 LF 8-Inch Main Replacement**  
**PLANNING LEVEL COST ESTIMATE**  
**January 28, 2020**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1.	Unexpected Site Changes (1-04.4(1))	1	CALC	\$16,000.00	\$16,000.00
2.	Survey (1-05.4(2))	1	LS	\$3,000.00	\$3,000.00
3.	SPCC Plan (1-07.15)	1	LS	\$1,000.00	\$1,000.00
4.	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$37,000.00	\$37,000.00
5.	Project Temporary Traffic Control (1-10.5)	1	LS	\$27,000.00	\$27,000.00
6.	Clearing and Grubbing (2-01.5)	1	LS	\$6,000.00	\$6,000.00
7.	Removal of Structure and Obstruction (2-02.5)	1	LS	\$13,000.00	\$13,000.00
8.	Controlled Density Fill (2-09.5)	10	CY	\$250.00	\$2,500.00
9.	Locate Existing Utilities (2-09.5)	1	LS	\$6,500.00	\$6,500.00
10.	Crushed Surfacing Top Course (4-04.5)	230	TN	\$25.00	\$5,750.00
11.	HMA Cl. 1/2" PG 58H-22, Driveway Repair (5-04.5)	130	TN	\$200.00	\$26,000.00
12.	Bank Run Gravel for Trench Backfill (7-09.5)	1340	TN	\$21.00	\$28,140.00
13.	PVC C900 Pipe for Water Main, 8 in. Diam. (7-09.5)	2,000	LF	\$60.00	\$120,000.00
14.	Additional Ductile Iron Fittings (7-09.5)	1,000	LB	\$4.00	\$4,000.00
15.	Connection to Existing Water Main (7-09.5)	4	EA	\$5,500.00	\$22,000.00
16.	Removal of Unsuitable Material (Trench) (7-09.5)	20	CY	\$55.00	\$1,100.00
17.	Trench Excavation Safety System (7-09.5)	1	LS	\$5,000.00	\$5,000.00
18.	Gate Valve, 8 In. (7-12.5)	25	EA	\$1,600.00	\$40,000.00
19.	Fire Hydrant Assembly (7-14.5)	4	EA	\$5,500.00	\$22,000.00
20.	Service Connection, 1 In. Diam. (7-15.5)	50	EA	\$1,200.00	\$60,000.00
21.	Service Pipe, 1 In. Diam.(7-15.5)	1250	LF	\$20.00	\$25,000.00
22.	Erosion/Water Pollution Control (8-01.5)	1	LS	\$5,000.00	\$5,000.00
23.	Restoration (8-01.5)	1	LS	\$20,000.00	\$20,000.00
Construction Subtotal					\$495,990.00
Construction Contingency					10% \$49,599.00
Construction Total					\$545,589.00
Sales Tax					8.7% \$47,466.24
<b>Total Construction Cost:</b>					<b>\$593,055.24</b>
Engineering, Administration, Construction Management					25% \$148,263.81
<b>Total Project Cost</b>					<b>\$742,000.00</b>

**Assumptions for Cost Estimating:**

Mobilization, Cleanup, and Demobilization is estimated at 8% of the total for all other bid items

Project Temporary Traffic Control is based estimated contract time

Crushed Surfacing Top Course is estimated at 4" depth over 3' trench for water main and 2.5" trench for service pipe

Hot Mix Asphalt (HMA) is estimated for driveway repair only at 20' by 6' at depth of 3"

Bank Run Gravel for Trench Backfill is estimated a 2' depth, entire trench length (100% import)

Gate Valves are estimated at 3 per intersection, every 240 feet

Fire Hydrants are estimated at one per 600 feet

Service Connections are estimated at 2 services per 80 feet

Service Pipe is estimated at average length of 25 feet per service

All quantities are increased by 10 percent and rounded up

**HARBOR HILLS**  
**3000 LF 8-Inch Main Replacement**  
**PLANNING LEVEL COST ESTIMATE**  
**January 28, 2020**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1.	Unexpected Site Changes (1-04.4(1))	1	CALC	\$20,000.00	\$20,000.00
2.	Survey (1-05.4(2))	1	LS	\$4,500.00	\$4,500.00
3.	SPCC Plan (1-07.15)	1	LS	\$1,000.00	\$1,000.00
4.	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$54,000.00	\$54,000.00
5.	Project Temporary Traffic Control (1-10.5)	1	LS	\$40,000.00	\$40,000.00
6.	Clearing and Grubbing (2-01.5)	1	LS	\$8,000.00	\$8,000.00
7.	Removal of Structure and Obstruction (2-02.5)	1	LS	\$20,000.00	\$20,000.00
8.	Controlled Density Fill (2-09.5)	10	CY	\$250.00	\$2,500.00
9.	Locate Existing Utilities (2-09.5)	1	LS	\$9,800.00	\$9,800.00
10.	Crushed Surfacing Top Course (4-04.5)	340	TN	\$25.00	\$8,500.00
11.	HMA Cl. 1/2" PG 58H-22, Driveway Repair (5-04.5)	190	TN	\$200.00	\$38,000.00
12.	Bank Run Gravel for Trench Backfill (7-09.5)	2010	TN	\$21.00	\$42,210.00
13.	PVC C900 Pipe for Water Main, 8 in. Diam. (7-09.5)	3,000	LF	\$60.00	\$180,000.00
14.	Additional Ductile Iron Fittings (7-09.5)	1,500	LB	\$4.00	\$6,000.00
15.	Connection to Existing Water Main (7-09.5)	5	EA	\$5,500.00	\$27,500.00
16.	Removal of Unsuitable Material (Trench) (7-09.5)	30	CY	\$55.00	\$1,650.00
17.	Trench Excavation Safety System (7-09.5)	1	LS	\$7,000.00	\$7,000.00
18.	Gate Valve, 8 In. (7-12.5)	38	EA	\$1,600.00	\$60,800.00
19.	Fire Hydrant Assembly (7-14.5)	5	EA	\$5,500.00	\$27,500.00
20.	Service Connection, 1 In. Diam. (7-15.5)	75	EA	\$1,200.00	\$90,000.00
21.	Service Pipe, 1 In. Diam.(7-15.5)	1875	LF	\$20.00	\$37,500.00
22.	Erosion/Water Pollution Control (8-01.5)	1	LS	\$6,000.00	\$6,000.00
23.	Restoration (8-01.5)	1	LS	\$30,000.00	\$30,000.00
Construction Subtotal					\$722,460.00
Construction Contingency					10% \$72,246.00
Construction Total					\$794,706.00
Sales Tax					8.7% \$69,139.42
<b>Total Construction Cost:</b>					<b>\$863,845.42</b>
Engineering, Administration, Construction Management					25% \$215,961.36
<b>Total Project Cost</b>					<b>\$1,080,000.00</b>

**Assumptions for Cost Estimating:**

Mobilization, Cleanup, and Demobilization is estimated at 8% of the total for all other bid items

Project Temporary Traffic Control is based estimated contract time

Crushed Surfacing Top Course is estimated at 4" depth over 3' trench for water main and 2.5" trench for service pipe

Hot Mix Asphalt (HMA) is estimated for driveway repair only at 20' by 6' at depth of 3"

Bank Run Gravel for Trench Backfill is estimated a 2' depth, entire trench length (100% import)

Gate Valves are estimated at 3 per intersection, every 240 feet

Fire Hydrants are estimated at one per 600 feet

Service Connections are estimated at 2 services per 80 feet

Service Pipe is estimated at average length of 25 feet per service

All quantities are increased by 10 percent and rounded up

## **APPENDIX N**

### **20-YEAR FINANCIAL FORECAST**

20-YEAR FINANCIAL FORECAST																								
TABLE 21																								
OPERATIONS & MAINTENANCE																								
Line #	O&M Revenue	2018		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
1	Beginning Operating Fund Balance			\$66,571	\$51,194	\$52,218	\$53,262	\$54,327	\$55,414	\$56,522	\$57,653	\$58,806	\$59,982	\$61,181	\$62,405	\$63,653	\$64,926	\$66,225	\$67,549	\$68,900	\$70,278	\$71,684	\$73,117	\$74,580
2	ERUs added per year	426	1.5%	432	438	445	452	459	466	473	480	487	494	501	509	517	525	533	541	549	557	565	573	582
3A	ERU Monthly Service Base Rate		2.00%	\$28.34	\$28.91	\$29.48	\$30.07	\$30.68	\$31.29	\$31.92	\$32.55	\$33.20	\$33.87	\$34.55	\$35.24	\$35.94	\$36.66	\$37.39	\$38.14	\$38.90	\$39.68	\$40.48	\$41.29	\$42.11
3B	Base Rate Revenue + 7%			\$157,199	\$162,570	\$168,471	\$174,544	\$180,792	\$187,220	\$193,833	\$200,635	\$207,632	\$214,829	\$222,231	\$230,295	\$238,593	\$247,131	\$255,914	\$264,950	\$274,246	\$283,807	\$293,641	\$303,755	\$314,696
4A	ERU Monthly Base Loan Rate			\$6.03	\$6.03	\$6.03	\$6.03	\$6.03	\$6.03															
4B	Base Loan Revenue			\$31,260	\$31,694	\$32,200	\$32,707	\$33,213	\$33,720															
5	Commodity Revenue Average per ERU/month		\$9.75	\$50,544	\$51,246	\$52,065	\$52,884	\$53,703	\$54,522	\$55,341	\$56,160	\$56,979	\$57,798	\$58,617	\$59,553	\$60,489	\$61,425	\$62,361	\$63,297	\$64,233	\$65,169	\$66,105	\$67,041	\$68,094
6	Non-Rate Revenue of Base Rate Revenue		2.00%	\$3,144	\$3,251	\$3,369	\$3,491	\$3,616	\$3,744	\$3,877	\$4,013	\$4,153	\$4,297	\$4,445	\$4,606	\$4,772	\$4,943	\$5,118	\$5,299	\$5,485	\$5,676	\$5,873	\$6,075	\$6,294
7	Total O&M Revenue			\$242,146	\$248,761	\$256,106	\$263,625	\$271,324	\$279,206	\$285,050	\$260,808	\$268,764	\$276,924	\$285,292	\$294,454	\$303,854	\$313,498	\$323,394	\$333,546	\$343,964	\$354,652	\$365,619	\$376,871	\$389,084
O&M Expenses																								
8	Cash O&M Expenses		2.00%	\$102,388	\$104,435	\$106,524	\$108,655	\$110,828	\$113,044	\$115,305	\$117,611	\$119,963	\$122,363	\$124,810	\$127,306	\$129,852	\$132,449	\$135,098	\$137,800	\$140,556	\$143,367	\$146,235	\$149,160	\$152,143
9	Capital Reinvestment		0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10A	Loans (\$3 million @2% for 20 years = \$183,470)																							
10B	Loan 03-65103-020			\$2,561	\$2,525	\$2,490	\$2,455	\$2,420	\$2,384															
10C	Loan 03-65103-019			\$30,896	\$30,470	\$30,045	\$29,620	\$29,195	\$28,770															
11	Total O&M Expenses			\$135,844	\$137,431	\$139,059	\$140,730	\$142,442	\$144,198	\$115,305	\$117,611	\$119,963	\$122,363	\$124,810	\$127,306	\$129,852	\$132,449	\$135,098	\$137,800	\$140,556	\$143,367	\$146,235	\$149,160	\$152,143
12	Operating Surplus (Deficiency)			\$106,302	\$111,329	\$117,046	\$122,896	\$128,881	\$135,007	\$137,745	\$143,197	\$148,801	\$154,561	\$160,482	\$167,148	\$174,001	\$181,049	\$188,295	\$195,746	\$203,407	\$211,285	\$219,384	\$227,711	\$236,941
13	Ending Operating Fund Balance Before Transfers			\$172,873	\$162,523	\$169,264	\$176,158	\$183,209	\$190,421	\$194,267	\$200,849	\$207,606	\$214,543	\$221,664	\$229,553	\$237,654	\$245,975	\$254,520	\$263,295	\$272,308	\$281,563	\$291,068	\$300,829	\$311,521
14	Required Operating Reserve, months		6	\$51,194	\$52,218	\$53,262	\$54,327	\$55,414	\$56,522	\$57,653	\$58,806	\$59,982	\$61,181	\$62,405	\$63,653	\$64,926	\$66,225	\$67,549	\$68,900	\$70,278	\$71,684	\$73,117	\$74,580	\$76,071
15	Transfer of Operating Surplus to Capital Fund			\$121,679	\$110,306	\$116,002	\$121,830	\$127,795	\$133,899	\$136,615	\$142,044	\$147,624	\$153,361	\$159,259	\$165,900	\$172,728	\$179,750	\$186,971	\$194,395	\$202,029	\$209,879	\$217,950	\$226,249	\$235,450
CAPITAL																								
Line #	Capital Revenue			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
16	Beginning Capital Investment Fund			\$198,592	\$422,182	\$534,128	\$678,892	\$828,848	\$984,112	\$1,028,879	\$1,149,800	\$1,317,227	\$982,788	\$1,075,223	\$1,257,584	\$899,225	\$672,830	\$880,330	\$489,133	\$709,488	\$936,544	\$509,347	\$750,368	\$998,667
17	Connection Charge Revenue		\$7,140	\$121,911	\$42,840	\$49,980	\$49,980	\$49,980	\$49,980	\$49,980	\$49,980	\$49,980	\$49,980	\$49,980	\$57,120	\$57,120	\$57,120	\$57,120	\$57,120	\$57,120	\$57,120	\$57,120	\$57,120	\$64,260
18	Rate-Funded Capital Reinvestment (from Line #9)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Transfer from Operating Surplus (from Line #15)			\$121,679	\$110,306	\$116,002	\$121,830	\$127,795	\$133,899	\$136,615	\$142,044	\$147,624	\$153,361	\$159,259	\$165,900	\$172,728	\$179,750	\$186,971	\$194,395	\$202,029	\$209,879	\$217,950	\$226,249	\$235,450
20	Loan Proceeds			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Spare			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Total Capital Fund Revenue			\$243,591	\$153,146	\$165,982	\$171,810	\$177,775	\$183,879	\$186,595	\$192,024	\$197,604	\$203,341	\$209,239	\$223,020	\$229,848	\$236,870	\$244,091	\$251,515	\$259,149	\$266,999	\$275,070	\$283,369	\$299,710
Project No.	Capital Projects	Schedule	2019 Cost	1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34	1.38	1.43	1.47	1.51	1.56	1.60	1.65	1.70	1.75	1.81
1	Minor Projects	Annual	\$20,000	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070	\$36,122
2	Rehabilitate and Re-equip Well No. 3	2025	\$35,000							\$41,792														
3	Rehabilitate & Activate South Well	2020	\$20,000		\$20,600																			
4	Equip North Well as Emergency Supply	2028	\$65,000										\$84,810											
5	Equip North Well as Permanent Supply	2031	\$300,000													\$427,728								
6	Replace Water Meters	2024	\$100,000						\$115,927															
7	Replace Undersized Mains; add Hydrants	2027	\$400,000									\$506,708												
8	Replace Undersized Mains; add Hydrants	2030	\$400,000												\$553,694									
9	Replace Undersized Mains; add Hydrants	2033	\$400,000														\$605,036							
10	Replace Undersized Mains; add Hydrants	2036	\$400,000																	\$661,139				
11	Replace Undersized Mains; add Hydrants	2039	\$400,000																					\$722,444
12	TBA	0	\$0																					
13	TBA	0	\$0																					
14	TBA	0	\$0																					
	Total Capital Fund Expenses		\$2,540,000	\$20,000	\$41,200	\$21,218	\$21,855	\$22,510	\$139,113	\$65,673	\$24,597	\$532,043	\$110,906	\$26,878	\$581,378	\$456,243	\$29,371	\$635,288	\$31,159	\$32,094	\$694,196	\$34,049	\$35,070	\$758,567
	Ending Capital Investment Fund			\$422,182	\$534,128	\$678,892	\$828,848	\$984,112	\$1,028,879	\$1,149,800	\$1,317,227	\$982,788	\$1,075,223	\$1,257,584	\$899,225	\$672,830	\$880,330	\$489,133	\$709,488	\$936,544	\$509,347	\$750,368	\$998,667	\$539,810
Total Funds				\$473,376	\$586,346	\$732,154	\$883,175	\$1,039,526	\$1,085,401	\$1,207,453	\$1,376,032	\$1,042,769	\$1,136,405	\$1,319,989	\$962,878	\$737,756	\$946,554	\$556,682	\$778,389	\$1,006,822	\$581,030	\$823,485	\$1,073,246	\$615,881
System Reinvestment (no land)				\$	3,000,000																			
Required Capital Reserve (10%)=				\$	300,000																			
Construction Cost Inflation=					3.00%																			



## **APPENDIX O**

### **FWSD ENGINEERING AND CONSTRUCTION STANDARDS**

**EXHIBIT - C**

**FREELAND WATER DISTRICT  
TECHNICAL SPECIFICATIONS**

# Freeland Water District Technical Specifications

December 8, 2003

## TABLE OF CONTENTS

1			
2	1.	General.....	4
3	1.1	Specifications Adopted by Reference.....	4
4	1.2	Standard Plans.....	4
5	1.3	Pre-construction Meeting.....	4
6	2.	Materials.....	4
7	2.1	Water Main.....	4
8	2.1.1	Ductile Iron Pipe.....	4
9	2.1.2	Polyvinyl Chloride (PVC) Pipe.....	5
10	2.1.3	High Density Polyethylene (HDPE) Pipe.....	5
11	2.2	Fittings.....	5
12	2.3	Restrained Joints in Pipe Segments.....	5
13	2.4	Restrained Joints for Fittings and Hydrant Assemblies.....	5
14	2.4.1	Bolted, Sleeve-Type Couplings for Plain End Pipe.....	6
15	2.5	Valves.....	6
16	2.5.1	Valve Boxes.....	6
17	2.5.2	Valve Marker Posts.....	6
18	2.6	Combination Air Release/Air Vacuum Valves.....	6
19	2.7	Tapping Sleeve and Valve Assembly.....	7
20	2.8	Hydrants.....	7
21	2.8.1	Tee and Auxiliary Valve.....	7
22	2.8.2	Hydrant Connection Pipe.....	7
23	2.8.3	Hydrant Extensions.....	7
24	2.8.4	Traffic Flange.....	7
25	2.8.5	Guard Posts.....	7
26	2.9	Water Service Connections (2 Inches and Smaller).....	7
27	2.9.1	Saddles.....	7
28	2.9.2	Corporation Stops.....	8
29	2.9.3	Curb stops.....	8
30	2.9.4	Service Pipes.....	8
31	2.9.5	Service Fittings.....	8
32	2.9.6	Meter Setters.....	8
33	2.9.7	Meter Boxes.....	8
34	2.9.8	Meters.....	8
35	2.10	Backflow Prevention Devices.....	8
36	2.11	Foundation, Trench Backfill, and Surfacing Materials.....	8
37	2.11.1	Foundation Material Class A and Class B.....	8
38	2.11.2	Foundation Material Class C.....	9
39	2.11.3	Bank Run Gravel for Trench Backfill.....	9
40	2.11.4	Aggregate for Gravel Base.....	9
41	2.11.5	Crushed Surfacing.....	10
42	2.12	Concrete Thrust Blocking.....	10
43	2.13	Detectable Marking Tape.....	10
44	2.14	Tracer Wire and Splices.....	10
45	2.15	Asphalt.....	10
46	3.	Construction.....	10
47	3.1	Trench Excavation, Bedding, and Backfill for Water Mains.....	10
48	3.1.1	General Construction Requirements.....	11
49	3.1.2	Ungraded Alignments.....	11
50	3.1.3	Removal of Existing Pavement.....	11
51	3.1.4	Grade and Alignment.....	11
52	3.1.5	Existing Utilities.....	11
53	3.1.6	Trench Excavation.....	12
54	3.1.7	Extra Trench Excavation.....	12
55	3.1.8	Trench Over Excavation.....	13

# Freeland Water District Technical Specifications

December 8, 2003

1	3.1.9	Rock Excavation .....	13
2	3.2	Bedding the Pipe .....	13
3	3.3	Backfilling Trenches .....	13
4	3.3.1	Compaction of Backfill .....	13
5	3.3.2	Trench Patch in Asphalt Pavement .....	13
6	3.3.3	Trench Surfacing in Gravel Areas .....	14
7	3.3.4	Trench Surfacing in Landscaped Areas .....	14
8	3.4	Pipe Installation for Water Mains .....	14
9	3.4.1	Dewatering of Trench .....	14
10	3.4.2	Handling of Pipe .....	14
11	3.4.3	Cutting Pipe .....	14
12	3.4.4	Laying of Pipe on Curves .....	14
13	3.4.5	Chlorinating Pipe .....	15
14	3.4.6	Cleaning and Assembling Joint .....	15
15	3.4.7	Laying Ductile Iron Pipe with Polyethylene Encasement .....	15
16	3.4.8	Connections to Existing Mains .....	15
17	3.4.9	Maintaining Service .....	15
18	3.4.10	Water Main Casing at Road Crossings .....	15
19	3.4.11	Detectable Marking Tape and Tracer Wire .....	16
20	3.4.12	Steep Slope Measures .....	16
21	3.5	Valves for Water Mains .....	16
22	3.6	Combination air release/air vacuum valves .....	16
23	3.7	HYDRANTS .....	16
24	3.7.1	Setting Hydrants .....	16
25	3.7.2	Hydrant Connections .....	17
26	3.7.3	Hydrant Restraints .....	17
27	3.7.4	Auxiliary Gate Valves and Valve Boxes .....	17
28	3.7.5	Hydrant Guard Posts .....	17
29	3.7.6	Resetting Existing Hydrants .....	17
30	3.7.7	Moving Existing Hydrants .....	17
31	3.7.8	Reconnecting Existing Hydrants .....	17
32	3.7.9	Hydrant Extensions .....	17
33	3.8	Service Connections .....	18
34	3.9	Concrete Thrust Blocking .....	18
35	3.10	Blowoff Assemblies .....	18
36	4.	Testing .....	18
37	4.1	Hydrostatic Pressure Test .....	18
38	4.1.1	Testing Section with Hydrants Installed .....	20
39	4.1.2	Testing Hydrants Installed on Existing Mains .....	20
40	4.2	Disinfection of Water Mains .....	20
41	4.2.1	Flushing .....	20
42	4.2.2	Requirement of Chlorine .....	21
43	4.2.3	Form of Applied Chlorine .....	21
44	4.2.4	Dry Calcium Hypochlorite .....	21
45	4.2.5	Liquid Chlorine .....	21
46	4.2.6	Chlorine-Bearing Compounds in Water .....	21
47	4.2.7	Sodium Hypochlorite .....	21
48	4.2.8	Point of Application .....	21
49	4.2.9	Rate of Application .....	21
50	4.2.10	Preventing Reverse Flow .....	22
51	4.2.11	Retention Period .....	22
52	4.2.12	Chlorinating Valves, Hydrants, Services, and Appurtenances .....	22
53	4.2.13	Chlorinating Connections to Existing Water Mains .....	22
54	4.3	Final Flushing and Bacteriological Testing .....	22
55	4.4	Repetition of Flushing and Testing .....	22

# Freeland Water District Technical Specifications

December 8, 2003

## 1. GENERAL

These Technical specifications do not cover the contractual relationship between the District and the Developer or Contractor; such contractual relationships and general responsibilities are covered in the District's General Provisions.

### 1.1 Specifications Adopted by Reference

Except as provided in these Technical specifications, the District's Standard Plans, approved project-specific plans and specifications, or by waiver granted in writing by the District, selection of materials and construction of District water system facilities shall conform to the following:

1. "Standard Specifications for Road, Bridge, and Municipal Construction," Washington State Department of Transportation/ American Public Works Association (WSDOT/APWA), latest edition, (herein referred to as "WSDOT Standard Specifications");
2. Standards of the American Water Works Association (AWWA);
3. Island County Code, including but not limited to Title XIII "Roads and Bridges" and Section 13.03A "Water System and Fire Flow Standards";
4. Recommendations of the individual manufacturer of materials or equipment.

In case of a conflict, the Island County Code shall supercede all other specifications.

### 1.2 Standard Plans

All work shall be completed in accordance to the District's Standard Plans attached in APPENDIX A. In case of a conflict, these Technical specifications shall supercede the Standard Plans.

### 1.3 Pre-construction Meeting

The Contractor shall be required to schedule and attend a pre-construction conference in accordance with the General Provisions.

## 2. MATERIALS

Unless otherwise approved in writing by the District, all materials shall be new. All materials shall conform to the ANSI/NSF Standard 61.

### 2.1 Water Main

Allowable water main materials for mains smaller than 10 inches in diameter include Ductile Iron, Polyvinyl Chloride (PVC), or High Density Polyethylene (HDPE) pipe meeting the requirements of this section. Water mains 10 inches and larger shall be Ductile Iron meeting the requirements of this section.

All pipe shall be clearly marked with the manufacturer's name, type, class, and thickness as applicable. Lettering shall be legible and permanent under normal conditions of handling and storage.

#### 2.1.1 Ductile Iron Pipe

Ductile iron pipe shall be centrifugally cast and meet the requirements of AWWA C151. Ductile iron pipe shall have a cement-mortar lining meeting the requirements of AWWA C104. Ductile iron pipe in hydrant laterals and ductile iron pipe to be joined using bolted flanged joints shall be Standard Thickness Class 52. All other ductile iron pipe shall be Standard Thickness Class 50.

# Freeland Water District Technical Specifications

December 8, 2003

Nonrestrained joints shall be rubber gasket, push-on type, or mechanical type meeting the requirements of AWWA C111.

Restrained joints shall be as specified in Section 2.3.

## **2.1.2 Polyvinyl Chloride (PVC) Pipe**

Polyvinyl Chloride (PVC) pipe shall meet the requirements of AWWA C900. PVC pipe shall have the same outside dimensions as ductile iron pipe. PVC pipe shall be listed by Underwriters' Laboratories, Inc.

PVC pipe joints shall meet the requirements of ASTM D 3139 using a restrained rubber gasket conforming to ASTM F 477. Solvent welded pipe joints are not permitted.

## **2.1.3 High Density Polyethylene (HDPE) Pipe**

High Density Polyethylene (HDPE) pipe shall be black polyethylene (PE) 3408 meeting the requirements of ASTM D 3350 cell classification 345464C, ASTM F714, AWWA C901, and AWWA C906. HDPE pipe shall be made from new polyethylene resins; post consumer recycled (PCR) materials in HDPE pipe will not be allowed. HDPE pipe shall have the same outside dimension as ductile iron pipe and a minimum wall thickness of SDR 9. The HDPE pipe manufacturer shall be a member in good standing of the Plastics Pipe Institute.

## **2.2 Fittings**

Water main fittings shall be ductile iron meeting the requirements of AWWA C153. Joints shall meet the requirements of AWWA C111. Fittings shall be cement mortar lined, meeting the requirements of AWWA C104. Gaskets for flat faced or raised faced flanges shall be 1/8-inch thick neoprene having a durometer of 60 plus or minus 5 or 1/16-cloth inserted. The type, material, and identification mark for bolts and nuts shall be provided.

Bolts, nuts, and washers used for securing fittings shall be of similar materials. Steel bolts shall meet the requirements of ASTM A 307 or ASTM F 568 for carbon steel or ASTM F 593 or ASTM F 738 for stainless steel. Nuts shall meet the requirements of ASTM A 563 or ASTM A 563 for carbon steel or ASTM F 594 or ASTM F 836 for stainless steel. Iron bolts and nuts shall meet the requirements of ASTM A 536, grade 65-45-12.

## **2.3 Restrained Joints in Pipe Segments**

Restrained joints in ductile iron pipe segments, where required by the District, shall be a boltless design which is flexible after assembly and can be disassembled without special tools, such as TR Flex Restrained Joint Pipe as manufactured by U.S. Pipe Co., or approved equal, and shall meet the following criteria:

1. The restrained joint shall have a positive metal to metal contact locking system without the use of gripping teeth.
2. The locking system shall allow the same joint deflection, after assembly, and shall weigh no more than twice the weight of the TR Flex restraint system.

## **2.4 Restrained Joints for Fittings and Hydrant Assemblies**

All fitting joints shall be restrained.

Restraint devices for fittings and ductile iron pipe shall be Megalug® Series 1100 or equal consisting of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

# Freeland Water District Technical Specifications

December 8, 2003

Restraint devices for fittings and PVC pipe shall be Uni-Flange® Series 1500 "Circle Lock" or equal consisting of ring segments with full circle contact and support of the pipe actuated by "Auto-Tork" bolts with heads that twist off at the exact required torque. The restraint device shall have a safety stop built into the bolt and gland casting, insuring that no bolts can ever be over tightened and provide a visual indicator of correct installation.

Fittings for HDPE pipe shall be either heat fusion welded to the pipe, electro-fusion connected, or flange-end fittings connected to a flange adapter heat fusion welded to the pipe end. Electro-fusion connections shall be at least as strong as normal butt-end head fusion welding. All HDPE fittings shall meet the same requirements as HDPE pipe per Section 2.1.3.

## **2.4.1 Bolted, Sleeve-Type Couplings for Plain End Pipe**

Bolted, sleeve-type couplings, reducing or transition couplings, and flanged coupling adapters used to join plain-end pipe shall meet the requirements of AWWA C219. Buried couplings to connect ductile iron, gray cast iron, PVC, or HDPE pipe shall be ductile iron.

## **2.5 Valves**

Valves shall be iron-body-brass mounted resilient-seat gate valves meeting the requirements of AWWA C509. Valves shall be nonrising stem type, open counterclockwise, and be equipped with an O-ring stuffing box. The valves shall have a standard 2-inch operating nut.

Valves with an operating nut more than 4 feet below grade shall have a valve stem extension to raise the operating nut to within 36 inches of the ground surface. Valve stem extensions shall have a 2-inch square operating nut and self-centering rockplate support.

The valves shall be standard pattern of a manufacturer whose products are approved by the District and shall have the name or mark of the manufacturer, year valve casting was made, size and working pressure plainly cast in raised letters on the valve body. The valve bodies shall be cast iron, ductile iron, or other approved material mounted with approved noncorrosive metals. All wearing surfaces shall be bronze or other approved noncorrosive material, and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable.

### **2.5.1 Valve Boxes**

Valve boxes shall be installed on all buried valves. The box shall be of cast iron, two-piece slip type, 5-1/4 inch shaft, with a base corresponding to the size of the valve. The cover shall have the word "WATER" cast in it. The valve box shall be Tyler Pipe 6855 series or equal approved by the District. The cover shall be a Tyler Pipe standard drop lid 145325 or equal approved by the District.

### **2.5.2 Valve Marker Posts**

Posts shall have a 4-inch minimum square section and a minimum length of 42 inches, with beveled edges and shall contain at least one No. 3 bar reinforcing steel. The exposed portion of the marker posts shall be coated with two coats of AWWA water blue concrete paint. The size of the valve and the distance in meters to the valve shall be stenciled on the face of the post, using permanent white paint and a stencil which will produce letters 1 inch high.

## **2.6 Combination Air Release/Air Vacuum Valves**

Combination air release/air vacuum valves shall be manufactured by Valve-Matic, Elmhurst, Illinois, Model 22 or District approved equal, designed to operate with potable water under pressure to automatically permit discharging a surge of air from an empty line when filling and relieve the vacuum when draining the system. The valves shall also automatically release an accumulation of air when the system is under pressure. This shall be accomplished in a single valve body designed to withstand 300 psi. The body and cover shall be cast iron conforming to ASTM A 48, Class 30. Floats shall be stainless steel conforming to ASTM A 240 and designed to withstand 1,000 psi. Seats shall be Buna N rubber. Internal parts shall be stainless steel or bronze. Unless otherwise required by the District, the combination air-release and vacuum valves shall be 1 inch in diameter.

# Freeland Water District Technical Specifications

December 8, 2003

All air release valves shall be vented above ground to prevent backflow of groundwater.

## **2.7 Tapping Sleeve and Valve Assembly**

Tapping valves shall meet the requirements of Section 2.5 with a flanged inlet end connections and a mechanical outlet with a large flange outside the hub for attaching a drilling machine. The seat opening of the valve must permit a diameter cut no less than 1/2 inch smaller than the valve size. Tapping sleeves shall be stainless steel.

## **2.8 Hydrants**

Fire hydrants shall be dry-barrel, Clow Model F2500 or equal approved by the District, conforming to AWWA C502. The hydrant shall have a valve opening of 5-1/4 inches with two 2-1/2-inch hose connections and one 4-1/2-inch pumper connections. Caps shall be threaded to fit the corresponding connections and shall be fitted with suitable neoprene gaskets of positive water tightness under test pressures. The direction of hydrant valve opening shall be counterclockwise and shall be clearly marked on the operating nut or hydrant top. Hydrants shall be with O-ring stem seals. After installation, all exposed surfaces of hydrant, including the sidewalk flange, shall receive two coats of oil based gloss enamel paint (Kelly-Moore Luxlite or approve equal) in OSHA safety yellow.

### **2.8.1 Tee and Auxiliary Valve**

The hydrant tee shall have a flanged 6-inch branch and meet the requirements of Section 2.2. The auxiliary valve shall be a gate valve meeting the requirements of Section 2.5 with a flange end to connect to the tee and a mechanical joint end for the hydrant connection pipe.

### **2.8.2 Hydrant Connection Pipe**

Hydrant connection pipe (also know as the hydrant "lateral") shall be 6-inch ductile iron Standard Thickness Class 52. The connections shall be restrained joints at the auxiliary valve and hydrant meeting the requirements of Section 2.4. If the connection pipe is longer than one continuous length of pipe, the pipe joints shall be restrained in accordance with Section 2.3.

### **2.8.3 Hydrant Extensions**

Hydrant extensions shall have a 6-inch minimum inside diameter and shall be gray cast iron or ductile iron and shall conform to the AWWA Standards for such castings. The drillings of the connecting flanges on the extensions shall match the drillings of the flanges on the hydrant. Hydrant extensions shall also include the necessary hydrant operating stem extensions.

### **2.8.4 Traffic Flange**

Hydrants shall be provided with a traffic flange and shall be equipped with breaking devices at the traffic flange which will allow the hydrant barrel to separate at this point with a minimum breakage of hydrant parts in case of damage. There shall also be provided at this point, a safety stem coupling on the operating stem that will shear at the time of impact.

### **2.8.5 Guard Posts**

Guard posts for hydrants shall be provided in areas designated by the District. Guard posts shall be reinforced concrete having a compressive strength of 2,500 psi and shall be 6 feet in length by 9 inches in diameter. Reinforcing shall consist of a minimum of five No. 3 deformed steel bars. All exposed surfaces of the guard posts shall receive two coats of oil based gloss enamel paint (Kelly-Moore Luxlite or approve equal) in OSHA safety yellow.

## **2.9 Water Service Connections (2 Inches and Smaller)**

### **2.9.1 Saddles**

Saddles shall be bronze, brass alloy, ductile iron, or stainless steel meeting the requirements of AWWA C800. The saddles shall have a Buna-N rubber gasket meeting the requirements of ASTM D2000. Saddles used on PVC or HDPE pipe shall have a flat stainless steel strap conformed to the circumference of the pipe to prevent pressure



# Freeland Water District Technical Specifications

December 8, 2003

points on the pipe. The outlet threads shall be AWWA tapered thread or female iron pipe thread matching the corporation stop threading.

## **2.9.2 Corporation Stops**

Corporation stops shall be made of bronze alloy and meet the requirements of AWWA C800. Corporation stops for direct tapping shall have AWWA tapered thread inlet and outlet connections compatible with polyethylene tubing. Thread patterns for the saddle outlet and corporation stop inlet shall be the same.

## **2.9.3 Curb stops**

Service curb stops shall be o-ring type as manufactured by Mueller, Decatur, Illinois, series Mark II Oriseal c/w tee head, or District approved equal.

## **2.9.4 Service Pipes**

Service pipes shall be polyethylene tubing meeting the requirements of AWWA C901. Tubing shall be high molecular mass with a minimum 200 psi rating. Services shall be 1 inch minimum and shall be SDR 7 iron pipe size. Tubing used for 1-1/2 inches and 2 inches shall be SDR 7 iron pipe size.

## **2.9.5 Service Fittings**

Fittings used for service connections shall be made of bronze alloy or brass meeting the requirements of AWWA C800. Service fittings shall be compression style with stainless steel stiffeners.

Bronze threaded nipples and fittings shall meet the requirements of ANSI B-16.15, ASA 125 pound class.

## **2.9.6 Meter Setters**

Meter setters shall meet the requirements of AWWA C800. Meter setters shall have an angle meter stop with drilled padlock wing, an angle check valve, measure 12 inches in height, and shall have an inlet and outlet threads compatible with fittings connecting to service pipes.

## **2.9.7 Meter Boxes**

Meter boxes and covers located in the nontraffic areas shall be constructed of either reinforced concrete or high density polyethylene. High density polyethylene meter boxes and covers shall have a tensile strength conforming to ASTM D 638.

Meter boxes located in traffic areas shall be constructed of reinforced concrete with traffic covers constructed of either aluminum, steel, cast iron, or ductile iron. Meter boxes and covers shall be designed for H-20 loading.

All meter box covers shall include a reading lid.

## **2.9.8 Meters**

Water meters 2 inches and smaller shall be cold-water displacement meters with bronze main cases and a dry reader head reading in cubic feet units meeting the requirements of AWWA C700.

## **2.10 Backflow Prevention Devices**

Backflow prevention devices where required by the District, shall comply with the District's Cross-Connection Control Program.

## **2.11 Foundation, Trench Backfill, and Surfacing Materials**

### **2.11.1 Foundation Material Class A and Class B**

Foundation material Class A and Class B shall conform to the following gradations:

**Freeland Water District  
Technical Specifications**

December 8, 2003

Sieve Size	Percent Passing	
	Class A	Class B
2-1/2" square	98-100	95-100
2" square	92-100	75-100
1-1/2" square	72-87	30-60
1-1/4" square	58-75	0-15
3/4" square	27-47	0-1
3/8" square	3-14	---
U.S. No. 4	0-1	---

All percentages are by weight.

**2.11.2 Foundation Material Class C**

Foundation material Class C shall consist of clean bank run sand and gravel, free from dirt, roots, topsoil, and debris and contain not less than 35 percent retained on a U.S. No. 4 sieve and with all stones larger than 2 inches in the longest dimension removed.

**2.11.3 Bank Run Gravel for Trench Backfill**

Trench backfill material shall consist of aggregate for gravel base, as specified in Section 2.11.4, excepting however, that 100 percent of the material shall pass a 2-1/2 inch opening.

**2.11.4 Aggregate for Gravel Base**

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and shall meet the following test requirements:

Stabilometer "R" Value 72 min.

Swell pressure 0.3 psi max.

The maximum particle size shall not exceed 2/3 of the depth of the layer being placed.

Gravel base shall meet the following requirements for grading and quality when placed in hauling vehicles for delivery to the roadway or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the District.

Sieve Size	Percent Passing
2" square	75-100
U.S. No. 4	22-100
U.S. No. 200	0-10
Dust Ratio:	$\frac{\% \text{ Passing U.S. No. 200}}{\% \text{ Passing U.S. No. 40}}$ 2/3 max.

Sand Equivalent 27 min.

All percentages are by weight.

Gravel base material retained on a U.S. No. 4 sieve shall contain not more than 0.20 percent by weight of wood waste.

# Freeland Water District Technical Specifications

December 8, 2003

## 2.11.5 Crushed Surfacing

Crushed surfacing shall be manufactured from ledge rock, talus, or gravel. The materials shall be uniform in quality and substantially free from wood, roots, bark, and other extraneous material and shall meet the following test requirements:

Los Angeles Wear, 500 Rev.	35% max.
Degradation Factor — Top Course	25 min.
Degradation Factor — Base Course	15 min.

Crushed surfacing of the various classes shall meet the following requirements for grading and quality when placed in hauling vehicles for delivery to the roadway, or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the District.

Sieve Size	Base Course Percent Passing	Top Course and Keystone Percent Passing
1-1/4" square	100	
1" square	80-100	
3/4" square		100
5/8" square	50-80	
1/2" square		90-100
U.S. No. 4	25-45	46-66
U.S. No. 40	3-18	8-24
U.S. No. 200	7.5 max.	10.0 max.
% Fracture	75 min.	75 min.
Sand Equivalent	32 min.	32 min.

## 2.12 Concrete Thrust Blocking

Concrete for thrust blocking shall have a minimum compressive strength at 28 days of 2500 psi in accordance with AASHTO T 22.

## 2.13 Detectable Marking Tape

Detectable marking tape for PVC and HDPE mains, and polyethylene services shall be of the detectable type with metallic foil laminate with plastic jacket, 6-inch wide, AWWA water blue color with the wording "WATER LINE", as manufactured by Calpico, San Francisco, CA or District approved equal.

## 2.14 Tracer Wire and Splices

Pipe tracer wire shall be copper electrical wire, AWG No. 14 minimum size, blue coated Type USE Chemically Cross Linked Polyethylene or Thermoplastic, and Type UF.

Splices in tracer wire shall be water proof using a wire nut inserted into a dielectric silicon sealant cartridge such as Spears DS-500 Dri-Splice wire connector or equal.

## 2.15 Asphalt

Asphalt for pavement restoration shall be Class B meeting the requirements of the WSDOT Standard Specifications.

# 3. CONSTRUCTION

## 3.1 Trench Excavation, Bedding, and Backfill for Water Mains

The work covered in this Section includes excavating, bedding, and backfilling water mains and appurtenances.

Water mains shall be constructed at the locations in plans approved by the District. Where grading is required, such

# Freeland Water District Technical Specifications

December 8, 2003

grading as excavation and embankment shall conform to the requirements of the WSDOT Standard Specifications Section 2-03, and rough grading shall be completed before excavating for the water main trench.

## **3.1.1 General Construction Requirements**

All trench excavation required for the installation of water mains and appurtenances shall be unclassified. All material excavated from trenches and piled adjacent to the trench or in a roadway or public thoroughfare shall be piled and maintained so that the toe of the slope of the spoil material is at least 2 feet from the edge of the trench. It shall be piled in a manner to prevent surface water from flowing into the excavation and in a manner that will cause a minimum of inconvenience to public travel. Free access shall be provided to all fire hydrants, water valves, and meters; and clearance shall be left to enable the free flow of storm water in all gutters, conduits, and natural watercourses.

## **3.1.2 Ungraded Alignments**

On ungraded pipe alignments where the finished grade will remain the same as existing grade or lower, the depth of trench excavation shall be as such to provide a minimum cover of 36 inches over the top of the pipe after finish grading.

On ungraded pipe alignments where the finished grade will be higher than the existing grade, the area shall be cleared and grubbed, then an embankment fill shall be made and compacted to finish grade, and then the water main trench shall be excavated therein.

## **3.1.3 Removal of Existing Pavement**

The Contractor shall use one of the following two options to remove existing pavement from trench areas.

- A. The Contractor shall make clean vertical cuts along all trench edges in pavement areas using a jackhammer or wheel cut. The vertical cuts shall be made at a distance offset from the center line of the pipe alignment equaling one half the trench width specified in Section 3.1.6. The asphalt within the trench area shall then be removed and disposed of by the Contractor; OR
- B. The Contractor shall use grinding equipment to grind the full pavement depth within the trench width specified in Section 3.1.6. If all of the ground pavement passes through an 1-1/2" sieve then the grindings can be used in trench backfill material, otherwise, the grindings shall be removed and disposed of by the

Stockpiling of waste materials along the trench will not be allowed.

## **3.1.4 Grade and Alignment**

The Contractor shall verify the locations and establish the depth of the existing water mains at the points where connections are to be made prior to trenching for the pipelines. The profile shall be adjusted so neither a high spot or a low spot is created adjacent to the connection to the existing water mains.

The depth of trenching for water mains shall be such as to give a minimum cover of 36 inches over the top of the pipe unless otherwise required by the District. Deeper excavation may be required due to localized breaks in grade, or to install the new main under existing culverts or other utilities where necessary. Where the profile of the pipeline and the ground surface is shown plans approved by the District, the pipeline shall be laid to the elevation shown regardless of depth. The excavation shall be to such depth that the minimum cover over the valve nuts shall be 1 foot.

## **3.1.5 Existing Utilities**

The District assumes no responsibility for improper locations or failure to show utility locations in the Plans. The Contractor shall be responsible for protecting existing utilities as specified in Section 1-07.17 of the WSDOT Standard Specifications and shall be responsible for any damage as specified in Section 1-07.18 of the WSDOT Standard Specifications.

When utility services occupy the same space as the new water main, the Contractor shall do all necessary excavation to fully expose such services. The Contractor shall protect said services, and work around them during excavating

## Freeland Water District Technical Specifications

December 8, 2003

and pipe laying operations. Any damages to services resulting from the Contractor's operation shall be reported to the appropriate utility. Such damage shall be repaired at the Contractor's expense.

### **3.1.6 Trench Excavation**

All excavations shall be made by open cut except in crossing public roads or unless otherwise required by the District. All trenches shall be excavated to true and smooth bottom grades and in accordance with the lines approved by the District. The trench bottom shall provide uniform bearing and support for each length of pipe.

Bell holes shall be excavated to the extent necessary to permit accurate work in making and inspecting the joints. The banks of the trenches shall be kept as nearly vertical as soil conditions will permit, and where required to control trench width or to protect adjacent structures, the trench shall be sheeted and braced. Trench widths to 1 foot above the top of the pipe shall not exceed 30 inches maximum or 1-1/2 times the outside diameter of the pipe plus 18 inches whichever is greater. Standard excavating equipment shall be adjusted so as to excavate the narrowest trench possible.

Trench excavation shall be not more than 400 feet ahead of the pipe laying operation and all trenches shall be closed up at the end of the day.

The Contractor shall exercise sound engineering and construction practices in excavating the trench and maintaining it so that no damage will occur to any foundation, structure, pole line, pipe line, or other facility because of slough or slopes, or from any other cause. If, as a result of the excavation, there is disturbance of the ground which may endanger other property, the Contractor shall immediately take remedial action at no expense to the District. No act, representation, or instruction of the District shall in any way relieve the Contractor from liability for damages or costs that result from trench excavation.

Care shall be taken not to excavate below the depth specified. Excavation below that depth shall be backfilled with select backfill material and compacted as specified herein.

If workers enter any trench or other excavation 4 feet or more in depth that does not meet the open pit requirements of WSDOT Standard Specifications Section 2-09.3(3)B, it shall be shored. The Contractor alone shall be responsible for worker safety, and the District assumes no responsibility.

The Contractor shall submit six sets of shoring plans for approval in accordance with Section 2-09.3(3)D. Excavation and shoring shall not proceed until the shoring plans have been approved by the District. Upon completing the work, the Contractor shall remove all shoring unless the Plans or the District direct otherwise.

### **3.1.7 Extra Trench Excavation**

Changes in grades of the water main from those shown in the Plans, or as provided in the Special Provisions, may be necessary because of unplotted utilities, or for other reasons. If, in the opinion of the District, it is necessary to adjust, correct, relocate, or in any way change the line and grade, such changes shall be made by the Contractor at no cost to the District.

Whenever in excavating the trench for water mains, the bottom of the trench exposes peat, soft clay, quicksand, or other unsuitable foundation material; such material shall be removed to the depth directed by the District and backfilled with foundation material. When determined by the District that silty soils or fine sandy soils are encountered, Class C foundation material will be required. Silty soils or fine sandy soils usually flow in the presence of a stream of water. When determined by the District that clays, peats, or other soft materials are encountered that become saturated with water, but do not break down into fine particles and flow, Class A or Class B foundation material will be required.

Material removed from the trench that is unsuitable for backfill shall be removed and hauled to a waste site. If material is not available within the limits of the project for backfilling the trench, the Contractor shall furnish suitable material meeting the requirements of Section 2.11.3. All unsuitable material shall be loaded directly into

# Freeland Water District Technical Specifications

December 8, 2003

trucks and hauled to a waste site obtained by the Contractor. Stockpiling of unsuitable material at the project site will not be allowed.

## **3.1.8 Trench Over Excavation**

If the contractor over excavates a trench beyond the required depth in soils meeting suitable foundation material, the contractor shall place and compact foundation material in the trench to bring the trench grade to the required depth prior to placement of the pipe. The class of foundation material shall be as directed by the District.

## **3.1.9 Rock Excavation**

Rock excavation shall cover the removal and disposal of rock that requires systematic drilling and blasting for its removal, and also boulders exceeding 1/2 cubic yard. Ledge rock, boulders, or stones shall be removed to provide a minimum clearance of 4 inches under the pipe. Hardpan, hard clay, glacial till, sandstone, siltstone, shale, or other sedimentary rocks which are soft, weathered, or extensively fissured will not be classified as rock excavation. Materials removed shall be replaced with material meeting the requirements of Section 2.11.3 or selected native materials if approved by the District.

## **3.2 Bedding the Pipe**

Bedding material shall be select granular material free from wood waste, organic material, and other extraneous or objectionable materials and shall have a maximum dimension of 1-1/2 inches. Material shall be placed to a minimum depth of 4 inches under the pipe and 6 inches over the top of the pipe. The bedding material shall be rammed and tamped around the pipe to 95 percent of maximum density by approved hand-held tools, so as to provide firm and uniform support for the full length of the pipe, valves, and fittings. Care shall be taken to prevent any damage to the pipe or its protective coating.

## **3.3 Backfilling Trenches**

Backfill materials include all materials placed above the bedding up to the underside of the pavement or surfacing materials. Trench backfill shall be bankrun gravel meeting the requirements of Section 2.11.3 or selected native materials if approved by the District.

Prior to backfilling, all form lumber and debris shall be removed from the trench. Sheeting used by the Contractor shall be removed just ahead of the backfilling. Backfill up to 12 inches over the top of the pipe shall be evenly and carefully placed. Materials capable of damaging the pipe or its coating shall be removed from the backfill material. The remainder of the material shall be placed by dumping into the trench by any method at the option of the Contractor, and shall be compacted as specified hereinafter.

### **3.3.1 Compaction of Backfill**

Backfill shall be compacted to at least 95 percent of maximum density (Modified Procter). At locations where paved streets, roadway shoulders, driveways, or sidewalks will be constructed or reconstructed over the trench, the backfill shall be spread in layers and be compacted by mechanical tampers. In such cases, the backfill material shall be placed in successive layers not exceeding 6 inches in loose thickness, and each layer shall be compacted with mechanical tampers to the density specified herein. Mechanical tampers shall be of the impact type as approved by the District.

### **3.3.2 Trench Patch in Asphalt Pavement**

Trenches in asphalt shall be patched in accordance with this section. Trench patching in asphalt-paved roads shall comply with Island County requirements and the Island County requirements shall supercede these specifications. Unless otherwise required by Island County, pavement patches in road crossings shall consist of 4 inches compacted depth asphalt concrete Class B over Control Density Fill trench backfill. Trench patching in other asphalt areas shall consist of 4 inches compacted depth asphalt concrete Class B over 6 inches compacted depth crushed surfacing top course over compacted trench backfill material meeting the requirements of these specifications. Asphalt Class B shall meet the requirements of Section 2.15 and crushed surfacing top course shall meet the requirements of Section 2.11.5.

## Freeland Water District Technical Specifications

December 8, 2003

The Contractor shall first sawcut the asphalt six inches outside of the edges of asphalt previously cut for trenching and remove and dispose of the loose asphalt pieces. After the crushed surfacing has been compacted, the Contractor shall place and compact the asphalt, and seal the patch seams with liquid asphalt. Asphalt shall be placed in 2" maximum lifts. The asphalt and crushed surfacing shall be compacted to 95% maximum density (Modified Proctor).

### **3.3.3 Trench Surfacing in Gravel Areas**

Trench surfacing in gravel shoulders or gravel roads shall consist of 6 inches compacted depth crushed surfacing top course. The crushed surfacing shall be compacted to 95% maximum density (Modified Proctor).

### **3.3.4 Trench Surfacing in Landscaped Areas**

Trench surfacing in landscaped areas shall consist of 6 inches compacted depth top soil. The top soil shall be compacted to 85% maximum density (Modified Proctor). The topsoil shall either be hydroseeded or planted to match existing surrounding landscaping.

## **3.4 Pipe Installation for Water Mains**

Pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and to the standards of the AWWA for installing the type of pipe used. The Contractor shall provide all tools and equipment, including any special tools required for installing each particular type of pipe used. Short lengths of pipe supplied by the manufacturer shall be used whenever possible to provide the proper spacing of valves, tees, or special fittings.

### **3.4.1 Dewatering of Trench**

Where water is encountered in the trench, it shall be removed during pipe-laying operations and the trench so maintained until the ends of the pipe are sealed and provisions are made to prevent floating of the pipe. Trench water or other deleterious materials shall not be allowed to enter the pipe at any time.

### **3.4.2 Handling of Pipe**

Pipe shall be handled in a manner that will prevent damage to the pipe, pipe lining, or coating. Pipe and fittings shall be loaded and unloaded using hoists and slings in a manner to avoid shock or damage, and under no circumstances shall they be dropped, skidded, or rolled against other pipe. If any part of the coating or lining is damaged, repair thereof shall be made by the Contractor at no expense to the District and in a manner satisfactory to the District. Damaged pipe will be rejected, and the Contractor shall immediately place all damaged pipe apart from the undamaged and shall remove the damaged pipe from the site within 24 hours. Threaded pipe ends shall be protected by couplings or other means until laid. The pipe and fittings shall be inspected for defects. Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned, and re-laid. At times when pipe laying is not in progress and with stockpiled pipe, the open ends of the pipe shall be closed by a watertight plug or by other means approved by the District to ensure cleanliness inside the pipe.

### **3.4.3 Cutting Pipe**

Whenever it becomes necessary to cut a length of pipe, the cut shall be made by abrasive saw or by a special pipe cutter. All pipe ends shall be square with the longitudinal axis of the pipe and shall be reamed and otherwise smoothed so that good connections can be made. Pipe ends installed into pipe bells shall be beveled per manufacturer's recommendations. Pipe ends installed into fittings shall be cut square to maximize the gasket sealing area and prevent rolling of the gasket. Oxyacetylene torch cutting of ductile iron pipe shall not be allowed.

### **3.4.4 Laying of Pipe on Curves**

Laying of pipe on curves will not be allowed unless approved by the District. Fittings shall be used to make horizontal and vertical alignment changes. If the District allows laying of pipe on curves the laying of pipe on curves shall comply with the more stringent of the WSDOT Standard Specifications, AWWA standards, or the pipe manufacturer's recommendations.

## Freeland Water District Technical Specifications

December 8, 2003

### 3.4.5 Chlorinating Pipe

The preferred method of disinfecting new pipe is by placing dry calcium hypochlorite in accordance with Section 4.2.4.

### 3.4.6 Cleaning and Assembling Joint

All parts of the pipe ends, couplings, fittings, and appurtenances shall be cleaned to remove oil, grit, or other foreign matter from the joint. Care shall be taken to keep the joint from contacting the ground. Pipe not furnished with a depth mark shall be marked before assembly to ensure visual observation of the work.

### 3.4.7 Laying Ductile Iron Pipe with Polyethylene Encasement

Where required by the District, the Contractor shall lay ductile iron pipe with a polyethylene encasement. Pipe and polyethylene encasement shall be installed in accordance with AWWA C105.

### 3.4.8 Connections to Existing Mains

All pipe, fittings, valves, and appurtenances used in the connection to existing mains shall be pre-chlorinated in accordance with Section 4.2.13.

Connections to existing water mains shall be completed after pressure testing and disinfection of the new main and making the necessary arrangements with the District in advance. Work shall not be started until all the materials, equipment, and labor necessary to properly complete the work are assembled on the site. The Contractor may be required to perform the connection during times other than normal working hours. The Contractor shall not operate any valves on the existing system without specific permission of the District. When work is once started on a connection, it shall proceed continuously without interruption, and as rapidly as possible until completed. No shutoff of mains will be permitted overnight, over weekends, or on holidays. If the connection to the existing system involves turning off the water, the Contractor shall be responsible for notifying the residents affected by the shutoff. The District will advise which property owners are to be notified.

Connections to existing mains shall be completed using a hot tap meeting the requirements of Section 2.7 unless otherwise approved by the District.

The Contractor may request a cut-in connection to an existing main and if the District allows the cut-in connection, the Contractor shall furnish a detailed sketch and construction sequence for District approval not less than two weeks prior to the expected construction. After the District has approved the connection sketch and construction sequence and has shut down the existing main, the Contractor shall remove the portions of pipe to provide for the installation of the required fittings at the points of connection. All damage caused by the Contractor's operations to existing joints in piping to remain in-service shall be repaired by the Contractor at no expense to the District. The Contractor shall determine the exact length of the existing water main that must be removed. The exterior of the existing pipe end shall be cleaned to a sound, smooth finish before installation of the coupling.

### 3.4.9 Maintaining Service

Where existing services are to be transferred from old to new mains, the Contractor shall plan and coordinate its work with that of the District so that service will be resumed with the least possible inconvenience to customers. To supply customers with water during the construction of a water main project where any Section of the pipe has passed satisfactory hydrostatic and bacteriological tests, the Utility reserves the right to tap corporation cocks into the Section of new pipe and install service connections at such locations as the Utility may elect. The installation of any such service connections by the Utility shall not be construed by the Contractor as an acceptance by the District of any part of the work required under the Contract.

### 3.4.10 Water Main Casing at Road Crossings

In accordance with Island County standards all water mains crossing County roadways (for mains 4-inches and larger) using the open cut method of installation, shall be encased in a PVC ASTM D3034 carrier pipe, extending through the pavement limits, and shall be backfilled with controlled density fill (CDF) unless otherwise approved by Island County representatives.



**3.4.11 Detectable Marking Tape and Tracer Wire**

Detectable marking tape and tracer wire shall be installed over all nonmetallic water lines including services lines. Detectable marking tape shall meet the requirements of Section 2.13 and tracer wire shall meet the requirements of 2.14. The tape and wire shall be placed approximately 1 foot above the top of the line and shall extend its full length. The tracer wire shall be installed to all valve boxes and be accessible without interfering with the valve operation. All connections and splices in the tracer wire shall be water tight meeting the requirements of Section 2.14. The District may require the Contractor to test the tracer wire to confirm the continuity of the wire.

**3.4.12 Steep Slope Measures**

On slopes equal to or greater than 20%, the Contractor shall install restrained-joint ductile iron pipe meeting the requirements of Sections 2.1.1 and 2.3 or HDPE pipe meeting the requirements of Section 2.1.3 and install pipe anchors per the District's standard plan.

**3.5 Valves for Water Mains**

All valves shall be inspected upon delivery in the field to ensure proper working order before installation. They shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connecting ends furnished. The valves shall also be carefully inspected for injury to the outer protective coatings. At all places where the coating has been ruptured or scraped off, the damaged area shall be cleaned to expose the iron base installation, and the cleaned area shall then be recoated with two or more field coats of approved protective coating. Upon delivery at the work site, all valves shall be opened to prevent the collection of water in the valve. Valves shall have the interiors cleaned of all foreign matter and shall be inspected both in open and closed position prior to installation. Valves and valve boxes shall be set plumb and valve boxes shall be placed over the valve or valve operator in a manner that the valve box does not transmit shock or stress to the valve. The lower casting of the unit is installed first, in a manner as to be supported by a minimum backfill or by a Styrofoam collar not less than 2 inches in thickness. The casting shall not rest directly upon the body of the valve or upon the water main. Backfill shall be carefully tamped around the valve box to a distance of 3 feet on all sides or to the undisturbed face of the trench if it is closer. The cast iron valve box cover shall be set flush with the roadbed or finished paved surface with the valve box cover tabs aligned with the direction of the main.

Where required, a valve marker post shall be furnished and installed with each valve. Valve marker posts shall be placed at the edge of the right-of-way opposite the valve and be set with 18 inches of the post exposed above grade. The exposed portion of the valve marker posts shall be painted with two coats of AWWA water blue concrete paint, and then the size of the valve and the distance in meters to the valve shall be stenciled with white paint on the face of the post, using a stencil which will produce letters 1 inch high.

**3.6 Combination air release/air vacuum valves**

The combination air release/air vacuum valves shall be installed at high points shown on the plans and/or as required by the District. All piping shall be sloped to permit escape of any entrapped air. Backfilling and compaction shall be as specified in these specifications. After installation, all valves shall be subjected to field testing and disinfected as outlined in these specifications. Should any defects in design, materials, or workmanship appear during these tests, the Contractor shall correct such defects with the least possible delay and to the satisfaction of the District.

**3.7 HYDRANTS**

This Section covers the installation of dry-barrel fire hydrants intended for ordinary water works service.

**3.7.1 Setting Hydrants**

Where shown in the Plans, hydrants shall be installed in accordance with the Standard Plans. In addition, a minimum 3-foot radius unobstructed working area shall be provided around all hydrants. The sidewalk flange shall be set 2 inches above finished grade. All hydrants shall be set on concrete blocks as shown in the Standard Plans. The hydrant barrel drain shall waste into a pit of porous gravel material situated at the base of the hydrant as shown in the Standard Plans.

## Freeland Water District Technical Specifications

December 8, 2003

All hydrants shall be inspected upon delivery in the field to ensure proper working order. After installation, fire hydrants, auxiliary gate valves, and other appurtenances thereto shall be subjected to a hydrostatic test and disinfection procedures as specified in Section 4.2. After all installation and testing is complete, the exposed portion of the hydrant shall be painted with two field coats of oil based gloss enamel paint (Kelly-Moore Luxlite or approve equal) in AWWA safety yellow. Any hydrant not in service shall be identified by covering with a burlap or plastic bag properly secured.

### **3.7.2 Hydrant Connections**

Hydrant laterals shall consist of one continuous section of 6-inch ductile iron pipe from the main to the hydrant and shall include an auxiliary gate valve set vertically and placed in accordance with the Standard Plan. If more than one full length of pipe is necessary for the hydrant connection, the ductile iron pipe shall be restrained joint meeting the requirements of Section 2.3.

### **3.7.3 Hydrant Restraints**

The thrust created in the hydrant lateral shall be restrained with Megalug® restraints meeting the requirements of Section 2.4.

### **3.7.4 Auxiliary Gate Valves and Valve Boxes**

Auxiliary gate valves and valve boxes shall be installed in accordance with Section 3.5.

### **3.7.5 Hydrant Guard Posts**

Hydrant guard posts shall be constructed at the locations shown in the Plans or as required by the District. The guard posts shall meet the requirements of Section 2.8.5.

### **3.7.6 Resetting Existing Hydrants**

Where existing hydrants are shown in the Plans for adjustments to conform to a new street alignment or grade or both, the hydrant shall be relocated without disturbing the location of the hydrant lateral tee at the main. The method for thrust restraint for the hydrant lateral shall be determined by the conditions found in the field and shall be constructed as directed by the District. This work shall conform to Section 3.7.1.

### **3.7.7 Moving Existing Hydrants**

Existing hydrants shall be moved where shown in the Plans. The existing hydrant and any appurtenances shall be disinfected in accordance with Section 4.2.13. When the existing hydrant lateral tee does not accommodate a new hydrant location, a new hydrant lateral tee shall be installed in the main. The existing hydrant lateral tee shall be removed from the main (if said main is to remain active), and a new section of pipe inserted into the water main in place of the existing hydrant lateral tee. Where the existing main to which the existing hydrant lateral tee is connected, and is to be abandoned or temporarily activated after the existing hydrant is moved, the open end of the hydrant lateral pipeline shall be plugged (and temporary thrust restrain provided if temporarily reactivated). All work shall meet the requirements of Section 3.7.1.

### **3.7.8 Reconnecting Existing Hydrants**

Existing hydrants shall be reconnected where shown in the Plans. The location and elevation of the existing hydrant shall remain unchanged, but the existing hydrant connection is changed to connect with a new hydrant tee provided in a new main. Where existing hydrants were not shackled to the old main, the new connection shall be shackled with steel rods as shown in the Standard Plans, or by such other shackling method as may be directed by the District. Hydrant reconnections shall meet the requirements of Sections 3.7.1 and 3.7.2.

### **3.7.9 Hydrant Extensions**

The Contractor shall furnish and install hydrant extensions where required. The hydrant extensions, operating stems for the hydrant main valves, and sidewalk flanges shall conform to AWWA C502. After installation, the extended fire hydrant shall be subjected to a hydrostatic pressure test and disinfection procedure as specified in Section 4.

**3.8 Service Connections**

This work consists of installing the service connections from the main to the water meter for the premises served. Service connections for commercial premises as well as residential premises are included.

After installation, the service connection shall be flushed prior to connecting the meter.

All service connections to water mains shall be made using saddles as specified and be of the size and type suitable for use with the pipe being installed.

Service taps and pipelines shall be installed perpendicular to the main, unless shown otherwise in the Plans. The depth of trenching for service connection piping shall provide a minimum of 3 feet of cover over the top of the pipe. Particular care shall be exercised to ensure that the main is not damaged by the work undertaken to install the service.

Excavating and backfilling for service connections shall be as specified in Section 3.1, except that the service pipeline shall be installed under pavement, curbs, and sidewalks by boring methods approved by the Island County.

Service pipes shall be cut using a tool or tools specifically designed to leave a smooth, even, and square end on the piping material to be cut. Cut ends shall be reamed to the full inside diameter of the pipe. Pipe ends to be connected using couplings which seal to the outside surface of the pipe shall be cleaned to a sound, smooth finish before the couplings are installed.

Service pipes with visible external damage will not be accepted.

The meter box shall be adjusted to the finished grade after the surface has been acceptably restored.

Where shown in the Plans, existing service connections shall be reconnected to the new mains. The location of existing service connections shall be verified in the field by the Contractor. The Contractor shall notify affected customers of the service interruption at least 24 hours prior to service interruption.

Pipe materials used to extend or replace existing service connections beyond the meter box shall be copper or polyethylene pipe. Insulating couplings shall be used at any connection between galvanized steel or iron pipe and copper pipe. All fittings, appurtenances, and other miscellaneous materials on the sections of existing pipe which have been removed shall become the property of the District unless otherwise specified by the District.

**3.9 Concrete Thrust Blocking**

Concrete thrust blocking, as detailed in the Plans, shall be placed at bends, tees, dead ends, and crosses. Blocking shall be concrete meeting the requirements of Section 2.12 poured in place. Concrete blocking shall bear against solid undisturbed earth at the sides and bottom of the trench excavation and shall be shaped so as not to obstruct access to the joints of the pipe or fittings. Plastic sheeting shall be installed to protect fittings, bolts, and the pipe. No concrete shall come in direct contact with the pipe.

**3.10 Blowoff Assemblies**

Blowoff assemblies shall be constructed at the locations shown in the Plans and in accordance with the Standard Plans.

**4. TESTING**

**4.1 Hydrostatic Pressure Test**

All water mains, hydrants, services, and appurtenances shall be tested in sections of convenient length under a minimum hydrostatic pressure of 225 psi.

## Freeland Water District Technical Specifications

December 8, 2003

All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping, and measuring equipment necessary for performing the test shall be furnished and operated by the Contractor.

The pipeline shall be backfilled sufficiently to prevent movement of the pipe under pressure. All thrust blocks shall be in place and time allowed for the concrete to cure before testing. Where permanent blocking is not required, the Contractor shall furnish and install temporary blocking and remove it after testing.

The mains shall be filled with water and allowed to stand under pressure a sufficient length of time to allow the escape of air and allow the lining of the pipe to absorb water. The District will furnish the water necessary to fill the pipelines for testing purposes at a time of day when sufficient quantities of water are available for normal system operation. The Contractor shall be responsible for conveying and/or transporting of the District's water to the test location.

A clean container shall be used for holding water for pumping up pressure on the main being tested. This makeup water shall be sterilized by the addition of chlorine to a concentration of 50 mg/l.

The quantity of water required to restore the pressure shall be accurately determined by pumping through a positive displacement water meter. The meter shall be approved by the District.

Acceptability of the test will be determined as follows:

- a) The quantity of water lost from the main shall not exceed the number of gallons per hour as determined by the formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

in which

L = allowable leakage, gallons/hour

N = number of joints in the length of pipeline tested

D = nominal diameter of the pipe in inches

P = average test pressure during the leakage test, psi

- b) The test pressure shall be maintained for a minimum of two hours and during the two hour test period the main can be re-pressurized to maintain the test pressure except there shall be a period of 15 minutes with no re-pressurizing and no appreciable loss.

The District may check the gages for accuracy and may require the Contractor to provide certifications of accuracy from a laboratory approved by the District.

Any visible leakage detected shall be corrected by the Contractor regardless of the allowable leakage specified above. Should the tested section fail to meet the pressure test successfully as specified, the Contractor shall, at no expense to the District, locate and repair the defects and then retest the pipeline.

All tests shall be made with the hydrant auxiliary gate valves open and pressure against the hydrant valve. After the test has been completed, each gate valve shall be tested by closing each in turn and relieving the pressure beyond. This test of the gate valve will be acceptable if there is no immediate loss of pressure on the gauge when the pressure comes against the valve being checked. The Contractor shall verify that the pressure differential across the valve does not exceed the rated working pressure of the valve.

Sections to be tested shall normally be limited to 1,500 feet. The District may require that the first Section of pipe installed by the Contractor be tested in order to qualify the crew and the material. Pipe laying shall not be continued more than an additional 400 feet until the first section has been tested successfully.

# Freeland Water District Technical Specifications

December 8, 2003

Prior to calling out the District to witness the pressure test, the Contractor shall have all equipment set up completely ready for operation and shall have successfully performed the test to ensure that the pipe is in a satisfactory condition. The Contractor shall notify the District a minimum of 24 hours prior to pressurizing of mains.

Defective materials or workmanship, discovered as a result of hydrostatic field test, shall be replaced by the Contractor at no expense to the District. Whenever it is necessary to replace defective material or correct the workmanship, the hydrostatic test shall be re-run at the Contractor's expense until a satisfactory test is obtained.

The District may require removal, cleaning, and/or replacement of water main and appurtenances contaminated as a result of defective materials or workmanship.

## **4.1.1 Testing Section with Hydrants Installed**

When hydrants are included with the section of main pipe to be tested, the Contractor shall be prepared to test the hydrants and hydrant auxiliary gate valve as follows:

**Test No. 1** —Hydrant auxiliary gate valves open, with the hydrant operating stem valves closed and hose ports open.

**Test No. 2** —Hydrant auxiliary gate valve closed, with the hydrant operating the stem valves open and hose ports wide open.

## **4.1.2 Testing Hydrants Installed on Existing Mains**

For hydrants installed and connected to an existing main, the hydrant connection including hydrant tee, connection pipe, and auxiliary gate valves, shall be installed with pre-tested materials.

Before the hydrant connection is made to the existing main, the hydrant installation shall be subjected to the hydrostatic Test No. 3 as specified in Section 4.1.1. Hydrants installed and connected to an existing main shall have a satisfactory bacteriological sample obtained following the hydrostatic test.

## **4.2 Disinfection of Water Mains**

Before being placed in service, all new water mains and repaired portions of, or extensions to, existing mains shall be chlorinated and a satisfactory bacteriological report obtained.

### **4.2.1 Flushing**

No flushing will be allowed prior to pressure testing. The Contractor shall notify the District a minimum of 24 hours prior to flushing. Flushing shall include all mains, services, hydrants, air-n-vac valves, blow-offs, and any other appurtenances.

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap shall be provided large enough to develop a velocity of at least 2.5 fps in the main.

Taps required by the Contractor for temporary or permanent release of air, chlorination or flushing purposes shall be provided by the Contractor as a part of the construction of water mains.

Where dry calcium hypochlorite is used for disinfection of the pipe, flushing shall be done after disinfection.

The Contractor shall be responsible for disposal of treated water flushed from mains and shall neutralize the waste water for protection of aquatic life in the receiving water before disposal into any natural drainage channel in accordance with EPA regulations.

# Freeland Water District Technical Specifications

December 8, 2003

## 4.2.2 Requirement of Chlorine

Before being placed into service, all new mains and repaired portions of, or extensions to, existing mains shall be chlorinated so that a chlorine residual of not less than 25 mg/ l remains in the water after standing 24 hours in the pipe. The initial chlorine content of the water shall be not less than 50 mg/l. The District may check the chlorine content to verify the chlorine residual.

## 4.2.3 Form of Applied Chlorine

Chlorine shall be applied by one of the methods which follow, to give a dosage of not less than 50 mg/l of available chlorine.

## 4.2.4 Dry Calcium Hypochlorite

As each length of pipe is laid, sufficient high test calcium hypochlorite (65-70% chlorine) shall be placed in the pipe to yield a dosage of not less than 50 mg/l available chlorine, calculated on the volume of the water which the pipe and appurtenances will contain. The number of grams of 65% test calcium hypochlorite required for a 20-foot length of pipe equals

$$0.008431 \times d^2,$$

in which "d" is the diameter in inches.

## 4.2.5 Liquid Chlorine

A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or the dry gas may be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated.

Chlorinating devices for feeding solutions of the chlorine gas, or the gas itself, must provide means for preventing the backflow of water into the chlorine.

## 4.2.6 Chlorine-Bearing Compounds in Water

A mixture of water and high-test calcium hypochlorite (65-70% Cl) may be substituted for the chlorine gas-water mixture. The dry powder shall first be mixed as a paste and then thinned to a 1 percent chlorine solution by adding water to give a total quantity of 7.5 gallons of water per pound of dry powder. This solution shall be injected in one end of the Section of main to be disinfected while filling the main with water.

## 4.2.7 Sodium Hypochlorite

Sodium hypochlorite, commercial grade (12.5% Cl) or in the form of liquid household bleach (5-6% Cl), may be substituted for the chlorine gas-water mixture. This liquid chlorine compound may be used full strength or diluted with water and injected into the main in correct proportion to the fill water so that dosage applied to the water will be at least 50 mg/l.

## 4.2.8 Point of Application

The preferred point of application of the chlorinating agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the horizontal axis of the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of applications may be used when approved by the District.

## 4.2.9 Rate of Application

Water from the existing distribution system, or other source of supply, shall be controlled to flow very slowly into the newly-laid pipeline during application of the chlorine. The rate of chlorine gas-water mixture or dry gas feed shall be in such proportion to the rate of water entering the newly-laid pipe that the dosage applied to the water will be at least 50 mg/l.

**Freeland Water District  
Technical Specifications**

December 8, 2003

**4.2.10 Preventing Reverse Flow**

No connections shall be made between the existing distribution system and pipelines not disinfected that are constructed under this Contract without a State Department of Health approved backflow preventer installed in the connecting line.

**4.2.11 Retention Period**

Treated water shall be retained in the pipe at least 24 hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least 25 mg/l.

**4.2.12 Chlorinating Valves, Hydrants, Services, and Appurtenances**

In the process of chlorinating newly-laid pipe, all valves, hydrants, services, and other appurtenances shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.

**4.2.13 Chlorinating Connections to Existing Water Mains**

The chlorinating procedure to be followed shall be as specified in Section 9 of AWWA Standard C651. All closure fittings shall be swabbed with a very strong chlorine solution at least as strong as liquid household bleach (5-6% Cl).

**4.3 Final Flushing and Bacteriological Testing**

Following chlorination, all treated water shall be flushed from the newly-laid pipe until the replacement water throughout its length shows, upon test, the absence of chlorine. In the event chlorine is normally used in the source of supply, then the tests shall show a residual not in excess of that carried in the system. A sample tap shall be located ahead of the flushing hose for convenience and for sanitary sampling.

Before placing the lines into service, a satisfactory report shall be received from the local or State health department on samples collected from representative points in the new system. Samples will be collected and bacteriological tests obtained by the District at least 24 hours after the final flushing.

**4.4 Repetition of Flushing and Testing**

Should the initial treatment result in an unsatisfactory bacteriological test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained. Failure to get a satisfactory test shall be considered as failure of the Contractor to keep the pipe clean during construction, or to properly chlorinate the main.

## **APPENDIX A Standard Plans**

<b>Num</b>	<b>Title</b>
FWD_101	WATER VALVE, BOX, AND EXTENSION
FWD_201A	WATER MAIN THRUST BLOCKS
FWD_201B	WATER MAIN THRUST BLOCK TABLE
FWD_202	CONCRETE SLOPE ANCHOR
FWD_301	FIRE HYDRANT ASSEMBLY
FWD_302	HYDRANT LOCATION IN CUT & FILL
FWD_303	HYDRANT PROTECTION & VALVE MARKER POST
FWD_401	1" AIR & VACUUM RELEASE VALVE ASSEMBLY
FWD_402	2" BLOWOFF ASSEMBLY VERSION 2
FWD_501	3/4 & 1" WATER METER SERVICE INSTALLATION
FWD_502	1-1/2 & 2" WATER METER SERVICE INSTALLATION INDIVIDUAL PRESSURE REDUCING VALVE ASSEMBLY
FWD_503	RESIDENTIAL
FWD_601	TRENCH SECTION NON-PAVEMENT
FWD_602	TRENCH SECTION PAVED
FWD_701	FILLING NEW WATER MAINS

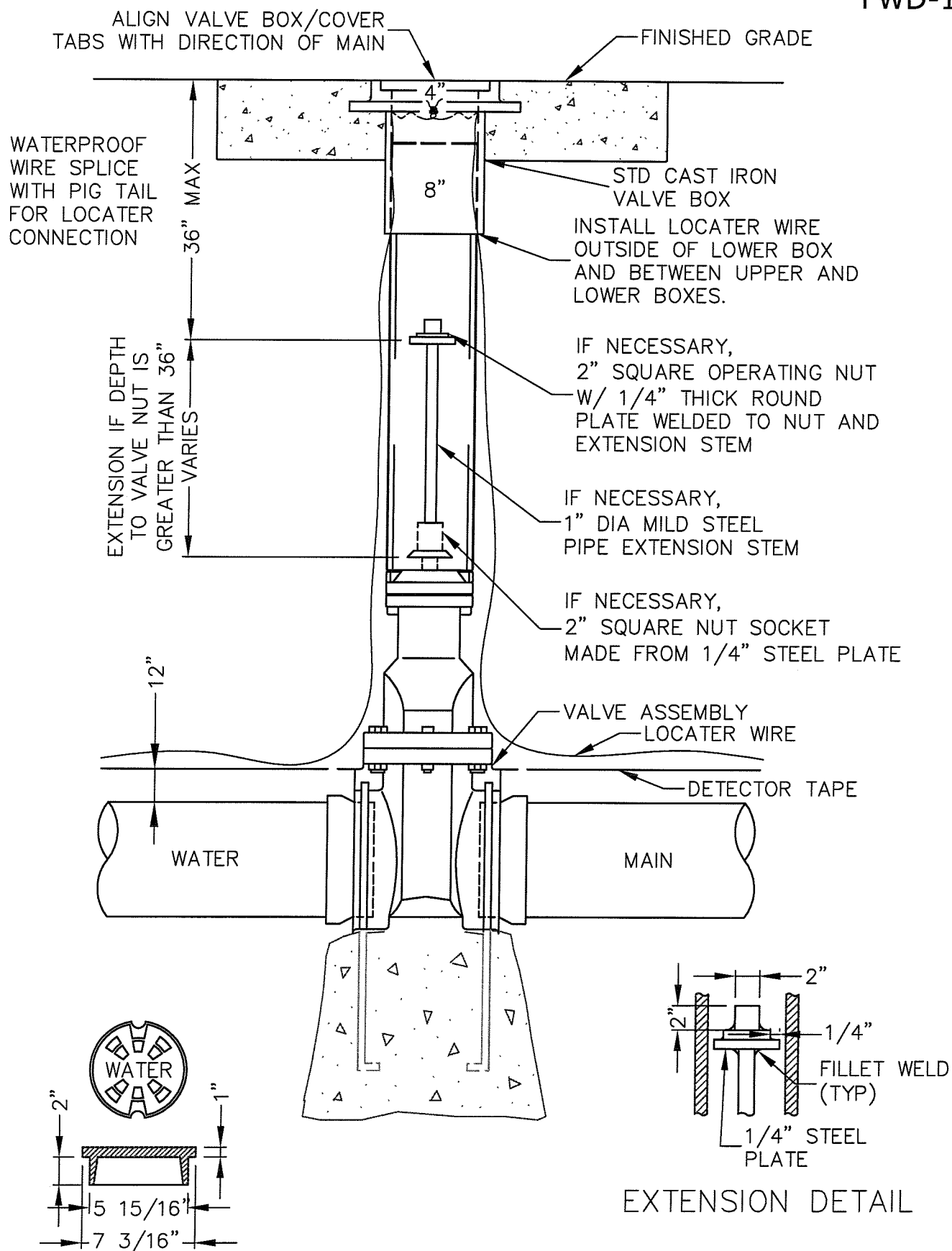


**Freeland Water District  
Technical Specifications**

December 8, 2003

**APPENDIX A Standard Plans**

<b>Num</b>	<b>Title</b>
FWD_101	WATER VALVE, BOX, AND EXTENSION
FWD_201A	WATER MAIN THRUST BLOCKS
FWD_201B	WATER MAIN THRUST BLOCK TABLE
FWD_202	CONCRETE SLOPE ANCHOR
FWD_301	FIRE HYDRANT ASSEMBLY
FWD_302	HYDRANT LOCATION IN CUT & FILL
FWD_303	HYDRANT PROTECTION & VALVE MARKER POST
FWD_401	1" AIR & VACUUM RELEASE VALVE ASSEMBLY
FWD_402	2" BLOWOFF ASSEMBLY VERSION 2
FWD_501	3/4 & 1" WATER METER SERVICE INSTALLATION
FWD_502	1-1/2 & 2" WATER METER SERVICE INSTALLATION
	INDIVIDUAL PRESSURE REDUCING VALVE ASSEMBLY
FWD_503	RESIDENTIAL
FWD_601	TRENCH SECTION NON-PAVEMENT
FWD_602	TRENCH SECTION PAVED
FWD_701	FILLING NEW WATER MAINS



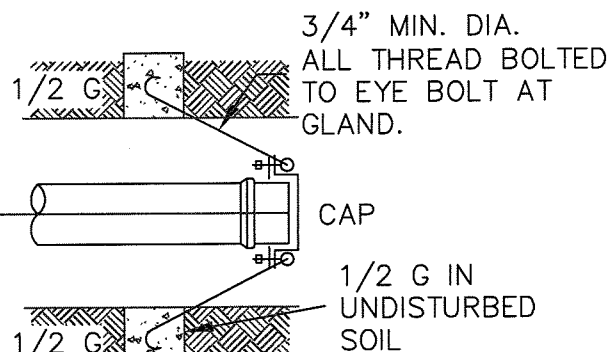
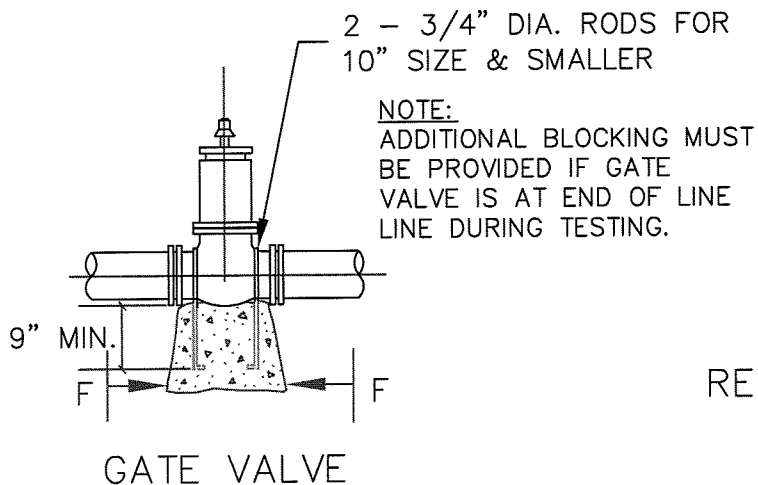
TYLER PIPE RIM & LID  
SN 145325 OR EQUAL  
WITH "WATER" SCRIBED.

WATER VALVE, BOX  
& EXTENSION

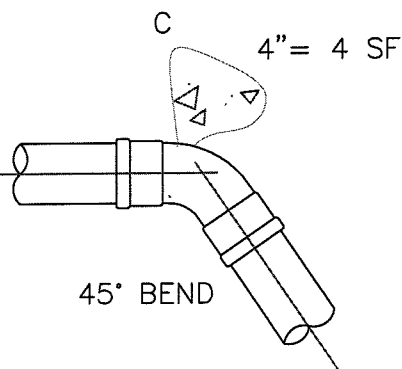
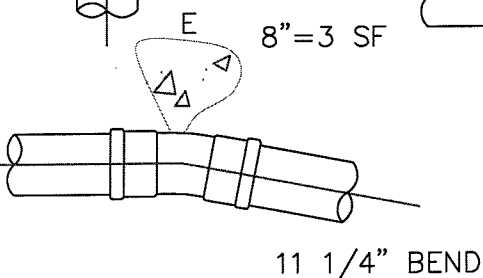
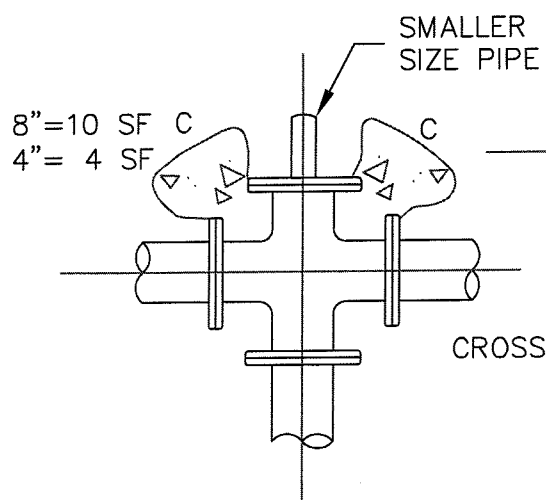
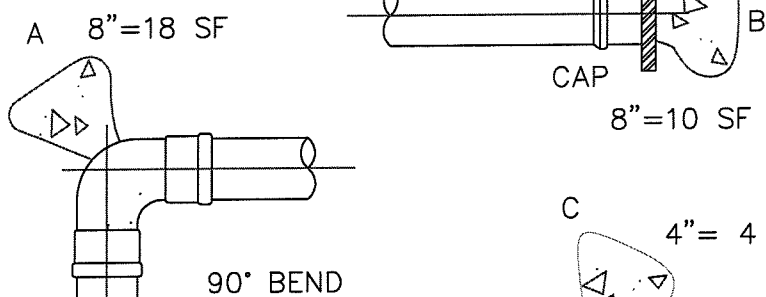
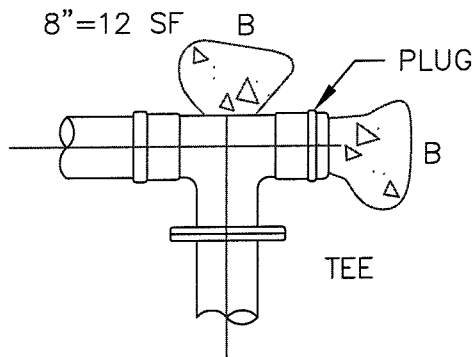
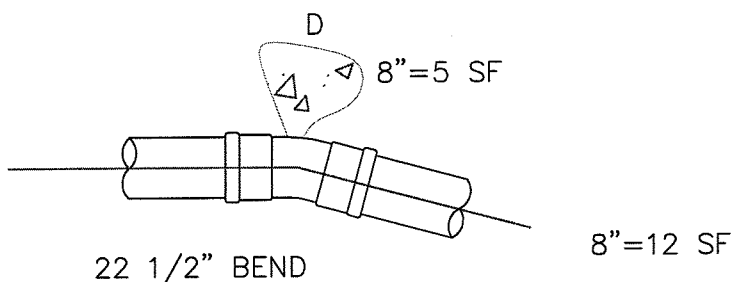
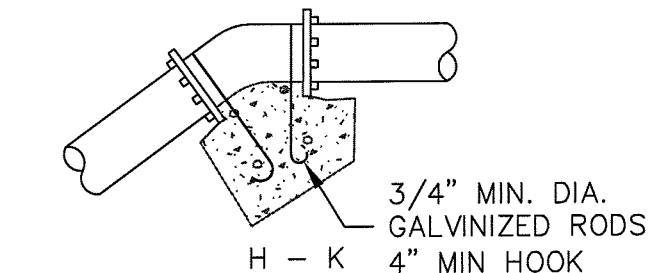
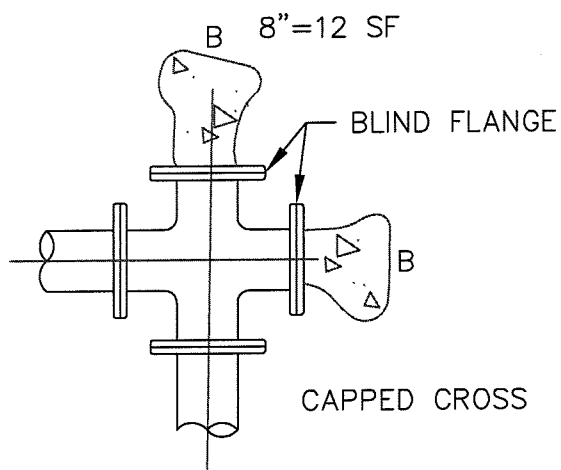
UPDATED: 11/18/2003

**FWD-101**

FREELAND  
WATER DISTRICT  
STANDARD PLAN



REVERTED THRUST BLOCK



WATER MAIN  
THRUST BLOCKING

UPDATED: 11/18/2003

FWD-201A

FREELAND  
WATER DISTRICT  
STANDARD PLAN

2000 PSI CONCRETE  
THRUST BLOCK - TABLE

PIPE SIZE	MIN. BEARING AREA AGAINST UNDISTURBED SOIL SQUARE FEET (SF)						REV. TB	VERTICAL THRUST BLOCKING			
	A - 90° (SF)	B - TEE (SF)	C - 45° (SF)	D - 22.5° (SF)	E - 11.25° (SF)	F - GV (SF)		H - 90° (CY)	I - 45° (CY)	J - 22.5° (CY)	K - 11.25° (CY)
4"	4	4	4	4	4	-	6	-	-	-	-
6"	10	7	6	3	2	-	13	2	-	-	-
8"	18	12	10	5	3	3	22	4	2	-	-
10"	24	22	14	8	5	4	34	6	3	-	-

## NOTES:

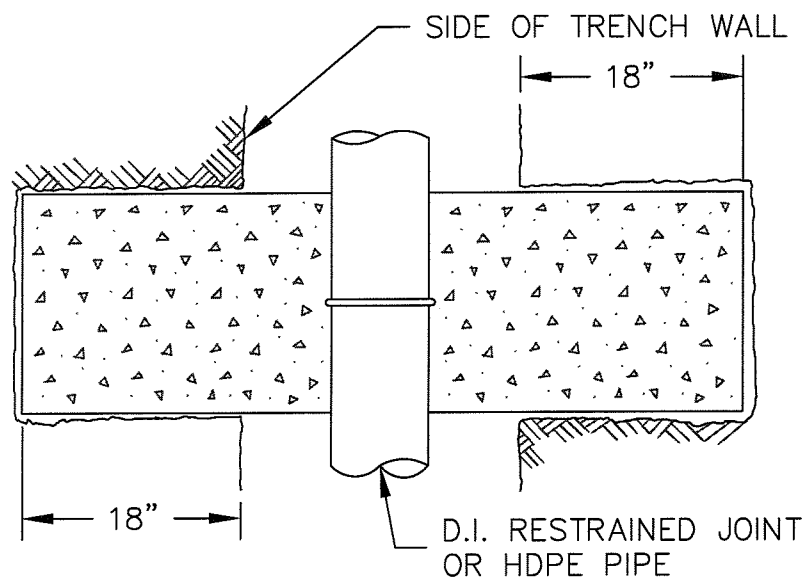
1. BEARING AREA OF CONC. THRUST-BLOCK BASED ON 250 PSI PRESSURE AND SAFE SOIL BEARING LOAD OF 1,000 POUNDS PER SQUARE FOOT.
2. AREAS MUST BE ADJUSTED FOR OTHER PIPE SIZES, PRESSURES AND SOIL CONDITIONS.
3. CONCRETE BLOCKING SHALL BE CAST IN PLACE AND HAVE A MINIMUM OF 36 SQ. INCHES BEARING AGAINST THE FITTING.
4. BLOCK SHALL BEAR AGAINST FITTINGS ONLY AND SHALL BE CLEAR OF JOINTS TO PERMIT TAKING UP OR DISMANTLING OF JOINT.
5. CONTRACTORS SHALL INSTALL BLOCKING ADEQUATE TO WITHSTAND FULL TEST PRESSURE AS WELL AS TO CONTINUOUSLY WITHSTAND OPERATION PRESSURE UNDER ALL CONDITIONS OF SERVICE.  
TEST AT 250 PSI AT LOWEST POINT.
6. PROVIDE PLASTIC SHEETING TO COVER FITTINGS, VALVES, AND FOR DISMANTLING.

WATER MAIN  
THRUST BLOCKING

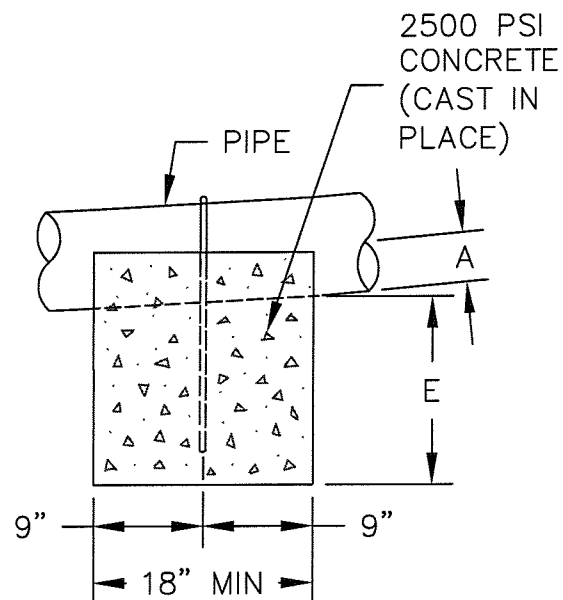
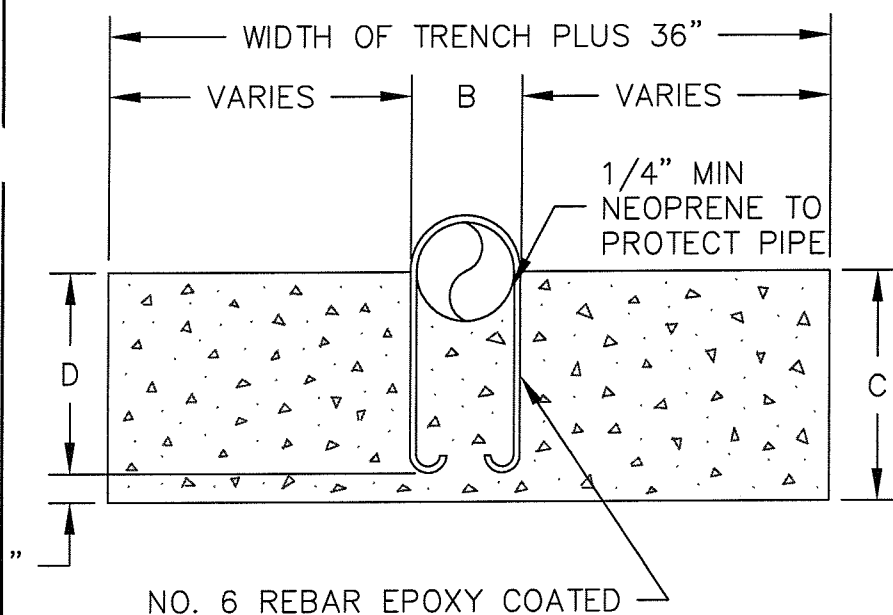
UPDATED: 11/18/2003

FWD-201B

FREELAND  
WATER DISTRICT  
STANDARD PLAN



PIPE SIZE	DIMENSIONS (INCHES)				
	A	B	C	D	E
4"	2.4	4.8	17	13	14.6
6"	3.5	6.9	18	14	14.5
8"	4.5	9.1	19	15	14.5
10"	5.6	11.1	20	16	14.4
12"	6.6	13.2	21	17	14.4
14"	7.7	15.3	22	18	14.3
16"	8.7	17.4	23	19	14.3
18"	9.8	19.5	24	20	14.2



## NOTES:

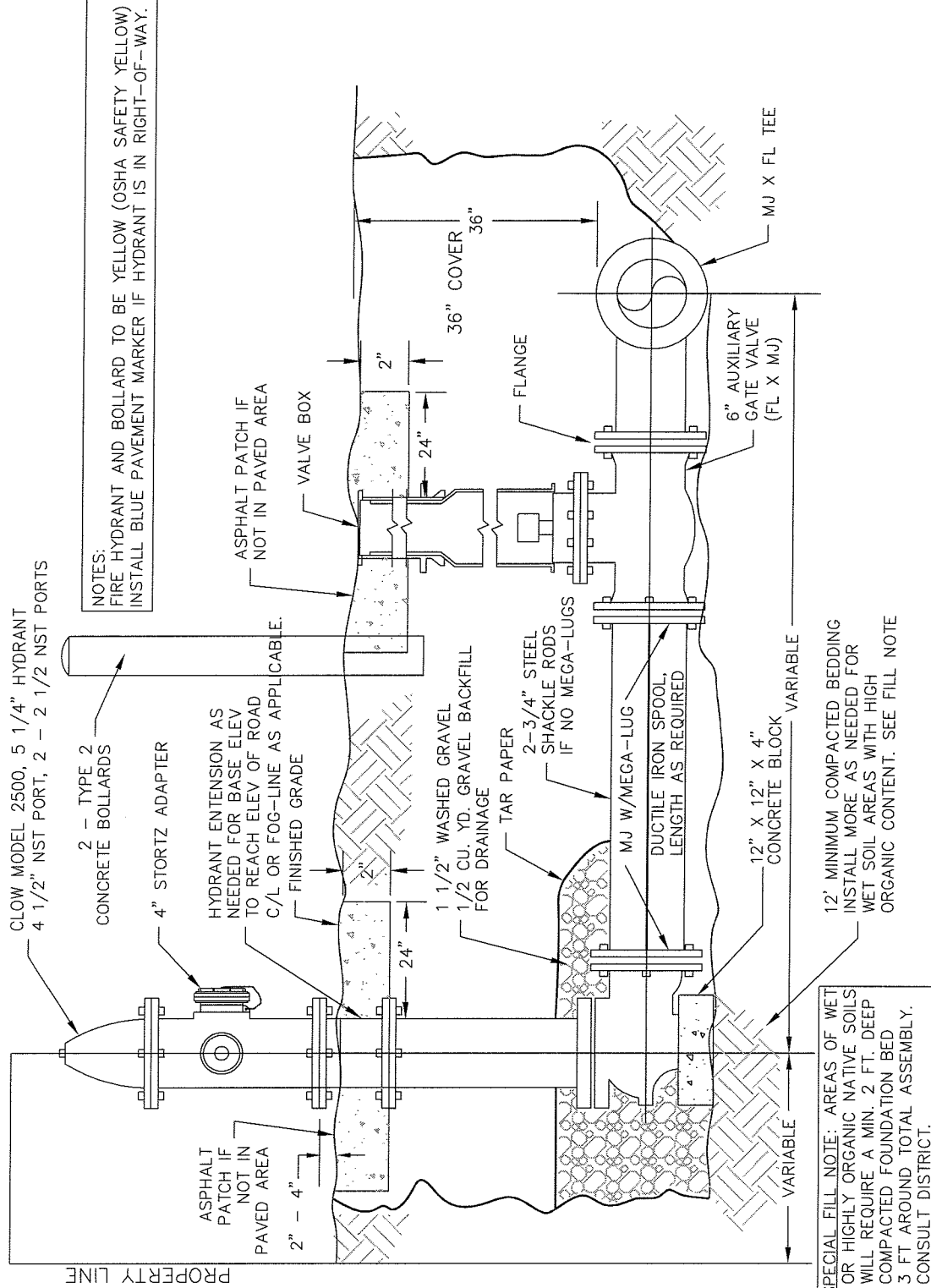
1. THIS DETAIL APPLIES TO PIPES INSTALLED ON SLOPES GREATER THAN OR EQUAL TO 20%.
2. ANCHORS SHALL BE SPACED 20' ON CENTER.

STEEP SLOPE  
PIPE ANCHOR

UPDATED: 11/18/2003

FWD-202

FREELAND  
WATER DISTRICT  
STANDARD PLAN

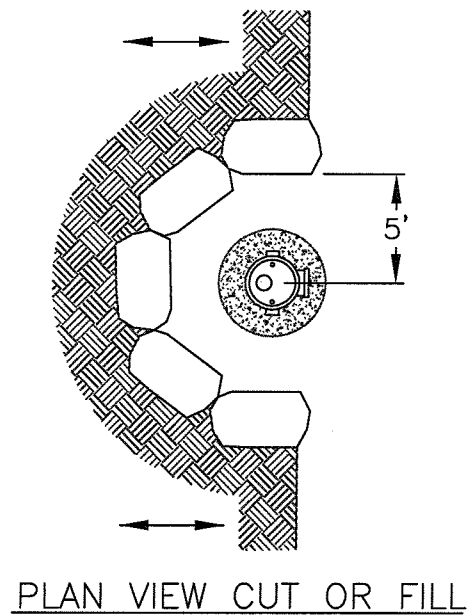
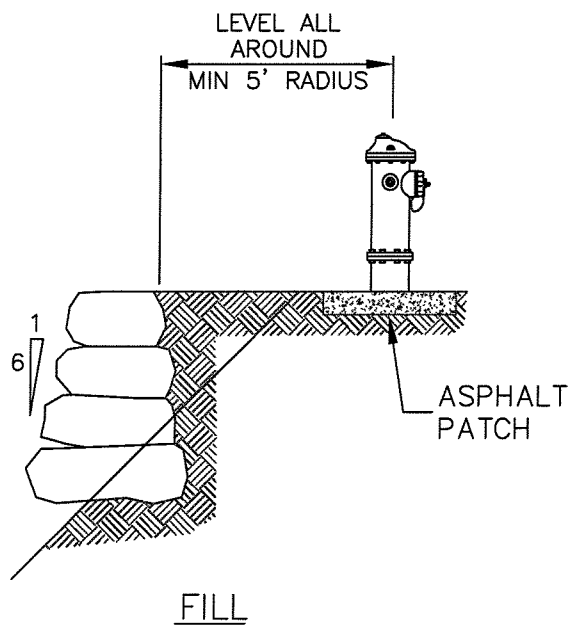
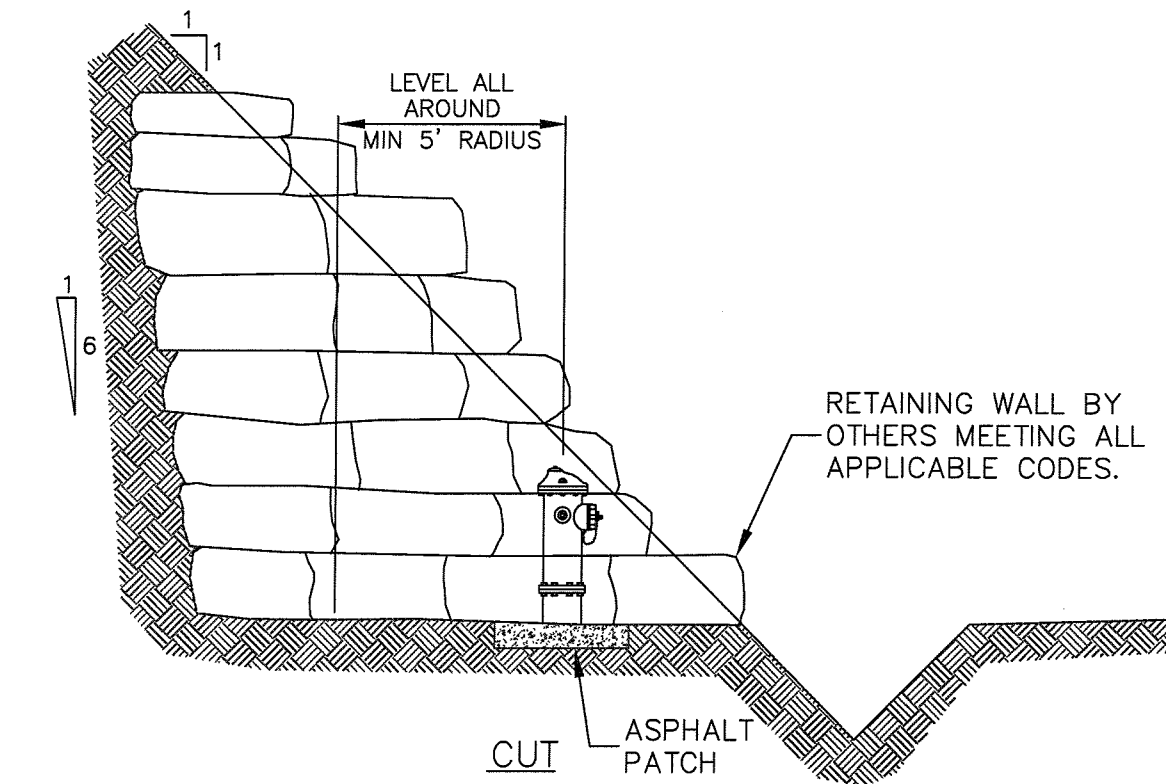


FIRE HYDRANT  
ASSEMBLY

UPDATED: 11/18/2003

FWD-301

FREELAND  
WATER DISTRICT  
STANDARD PLAN

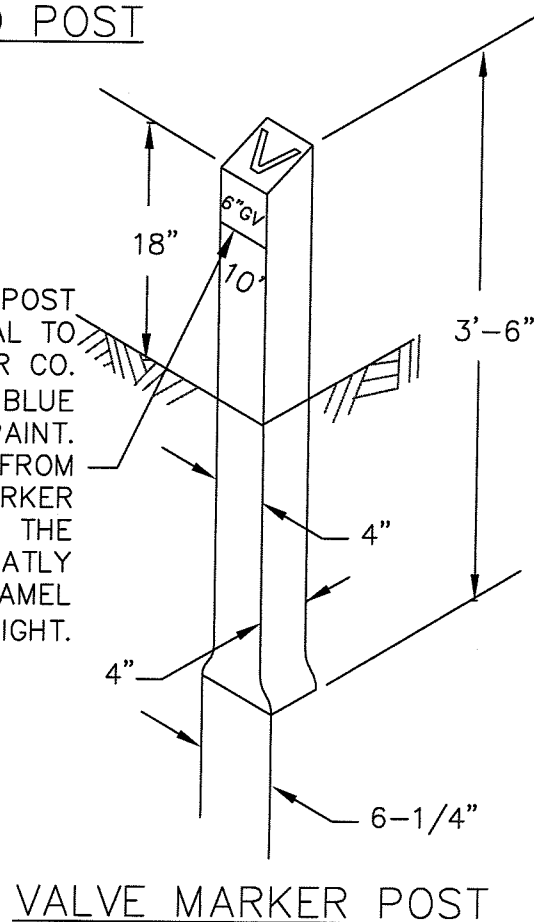
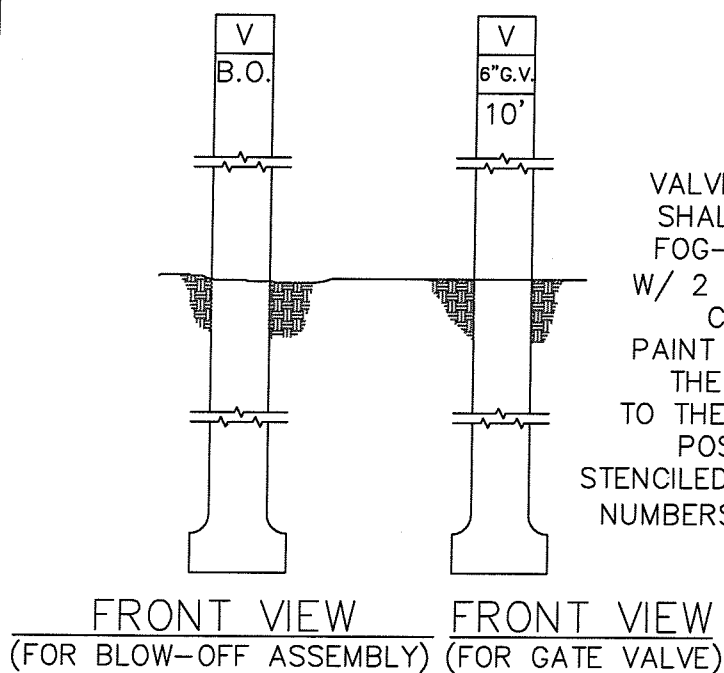
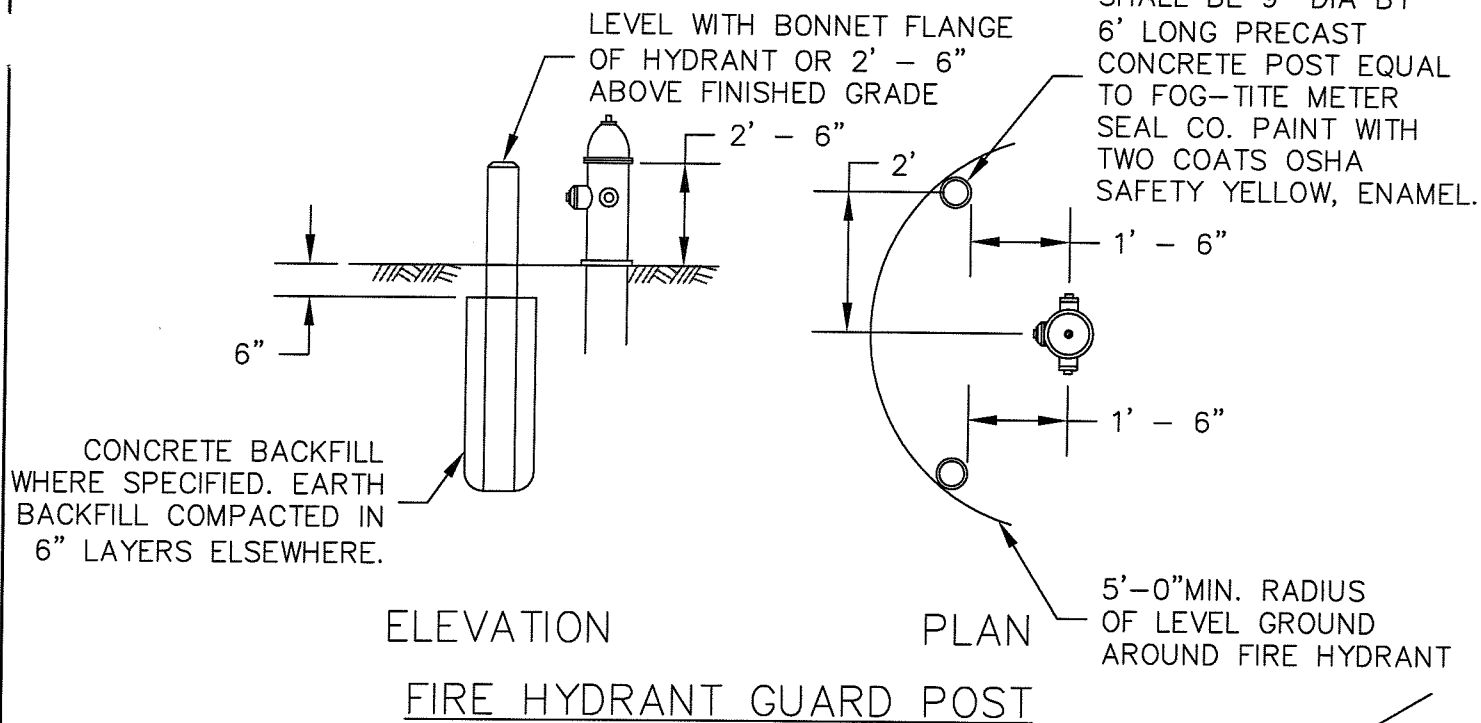


HYDRANT LOCATION  
IN CUT & FILL

UPDATED: 11/18/2003

**FWD-302**

FREELAND  
WATER DISTRICT  
STANDARD PLAN



NOTES:

1. GUARD POSTS TO BE INSTALLED ONLY AS DIRECTED BY THE DISTRICT.
2. VALVE MARKERS TO BE USED FOR BLOW OFF AND MAINLINE VALVES OUTSIDE PAVED AREAS.

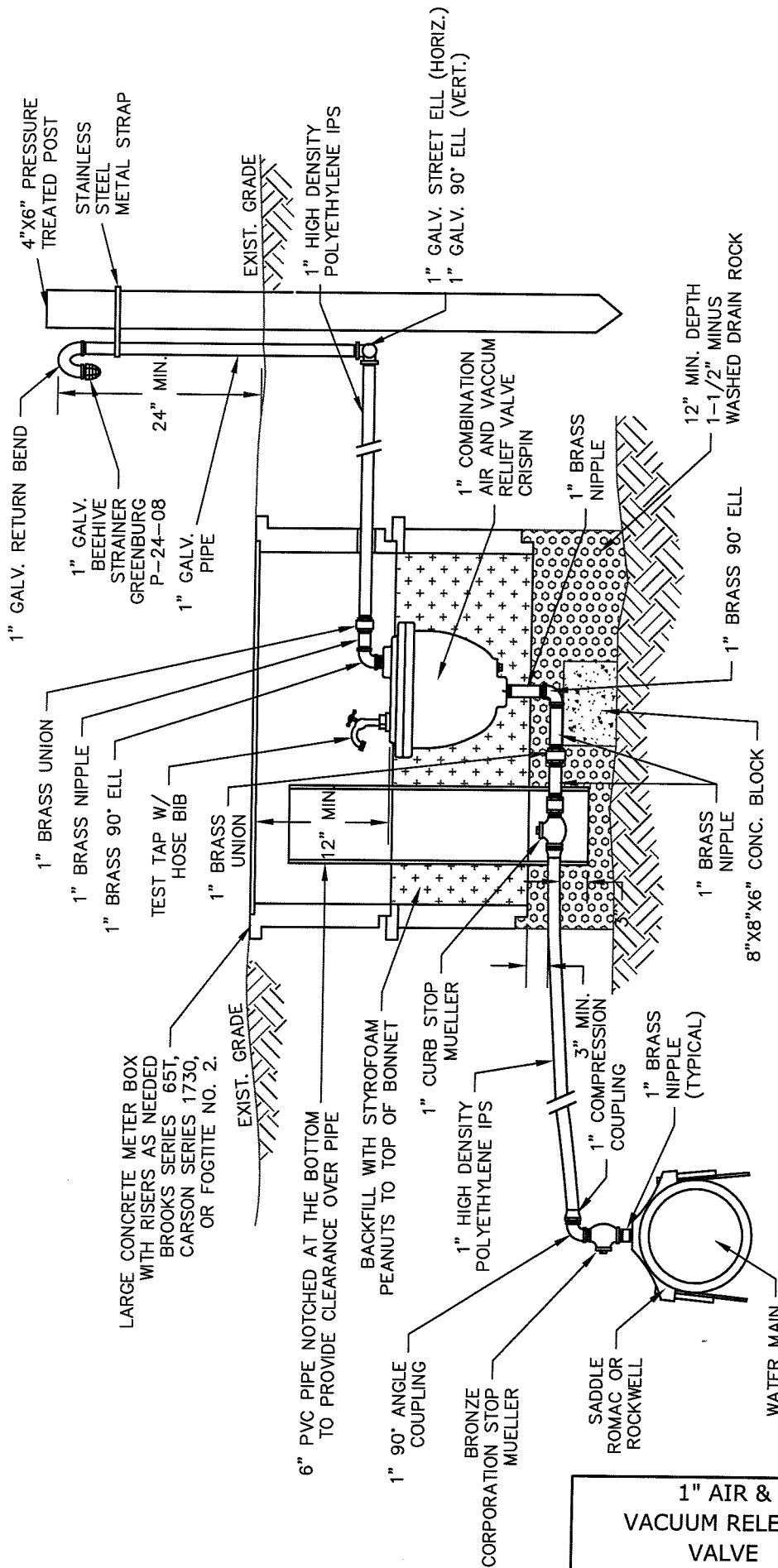
HYDRANT PROTECTION &  
VALVE MARKER POST

UPDATED: 11/18/2003

**FWD-303**

FREELAND  
WATER DISTRICT  
STANDARD PLAN





NOTES:

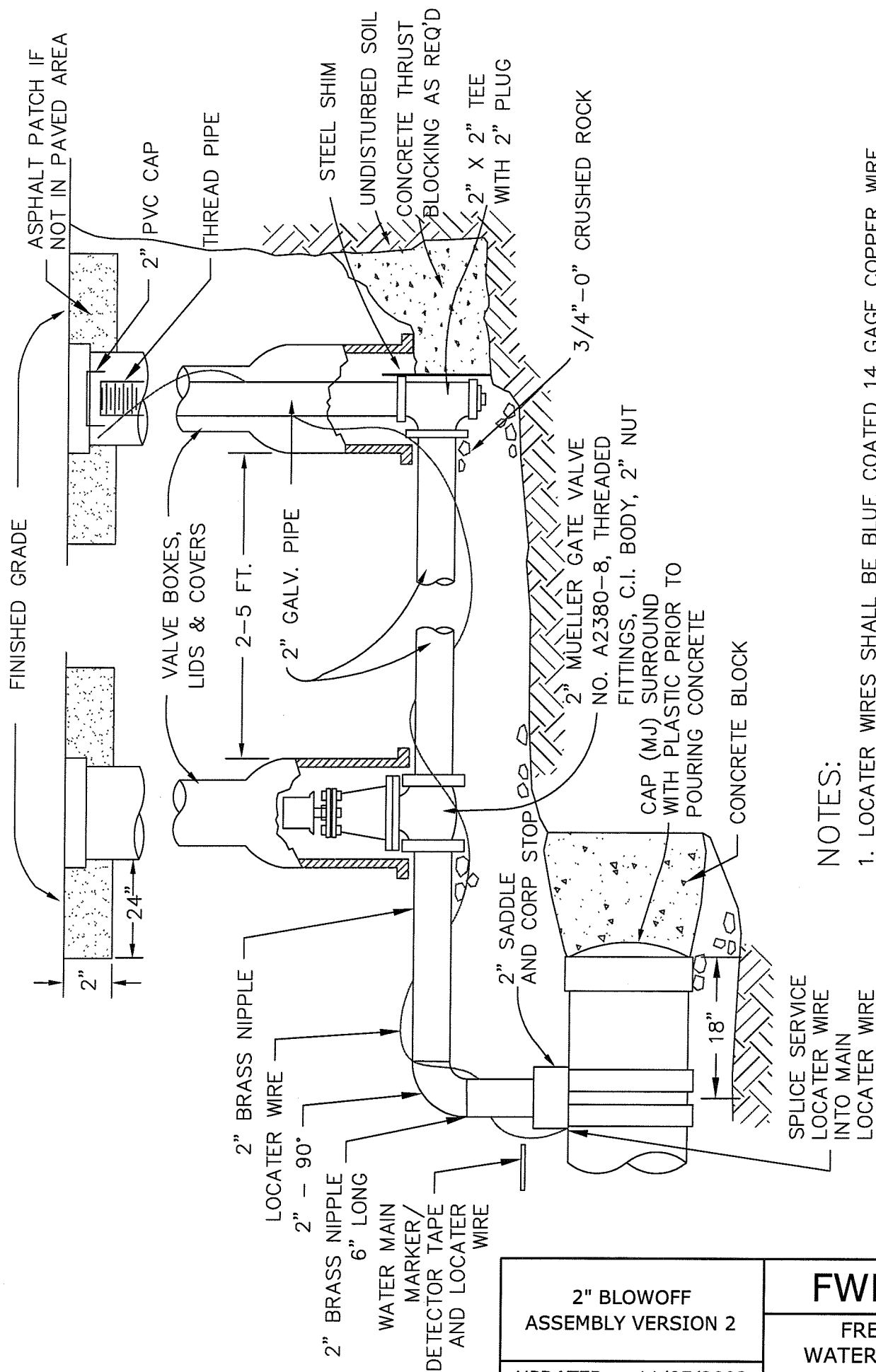
- AIR-N-VAC UNIT AND BOX SHALL BE INSTALLED IN A NON-TRAFFIC AREA.
- SADDLE FOR AIR-N-VAC UNIT SHALL BE INSTALLED AT THE HIGH POINT OF THE LINE. IF HIGH POINT FALLS IN LOCATION WHERE ASSEMBLY CANNOT BE INSTALLED, INSTALL WATER MAIN TO CREATE A HIGH POINT WHERE AIR-N-VAC CAN BE LOCATED.
- ALL PIPE AND FITTINGS SHALL BE MINIMUM PRESSURE CLASS 200 PSI, IPS SIZE. ALL FITTINGS BETWEEN MAIN AND AIR-N-VAC SHALL BE BRASS AND ALL FITTINGS ON THE AIR-N-VAC DISCHARGE SHALL BE GALVANIZED.
- CONCRETE METER BOX PENETRATIONS SHALL BE GROUTED.
- AIR-N-VAC RISER SHALL BE PAINTED AS DIRECTED BY THE DISTRICT.

1" AIR &  
VACUUM RELEASE  
VALVE  
ASSEMBLY

UPDATED: 11/18/2003

FWD-401

FREELAND  
WATER DISTRICT  
STANDARD PLAN



### NOTES:

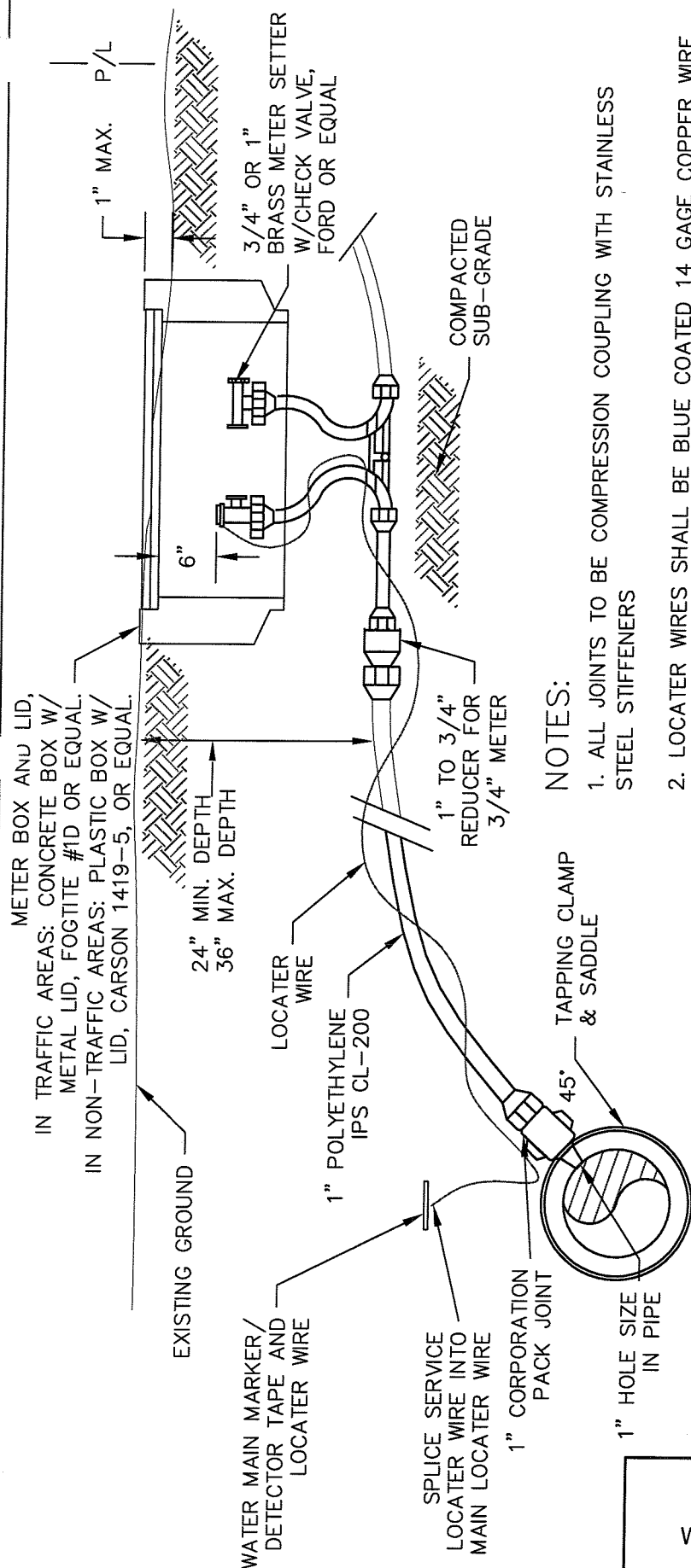
1. LOCATER WIRES SHALL BE BLUE COATED 14 GAGE COPPER WIRE CONTINUOUS TO ABOVE GROUND ACCESS POINTS (METERS & HYDRANTS) SPLICES IN WIRE, IF NEEDED, SHALL BE MADE WITH WATERPROOF SPLICE KITS.

2" BLOWOFF  
ASSEMBLY VERSION 2

UPDATED: 11/05/2003

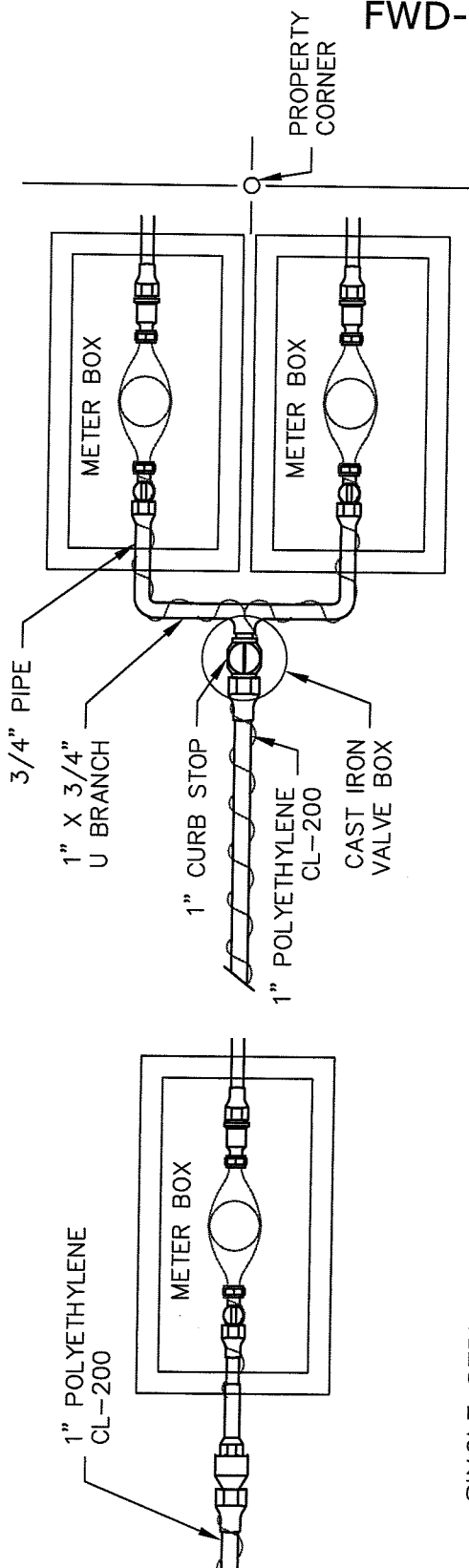
**FWD-402**

FREELAND  
WATER DISTRICT  
STANDARD PLAN



NOTES:

1. ALL JOINTS TO BE COMPRESSION COUPLING WITH STAINLESS STEEL STIFFENERS
2. LOCATER WIRES SHALL BE BLUE COATED 14 GAGE COPPER WIRE CONTINUOUS TO ABOVE GROUND ACCESS POINTS (METERS & HYDRANTS) SPLICES IN WIRE, IF NEEDED, SHALL BE MADE WITH WATERPROOF SPLICE KITS.



DOUBLE SERVICE PLAN

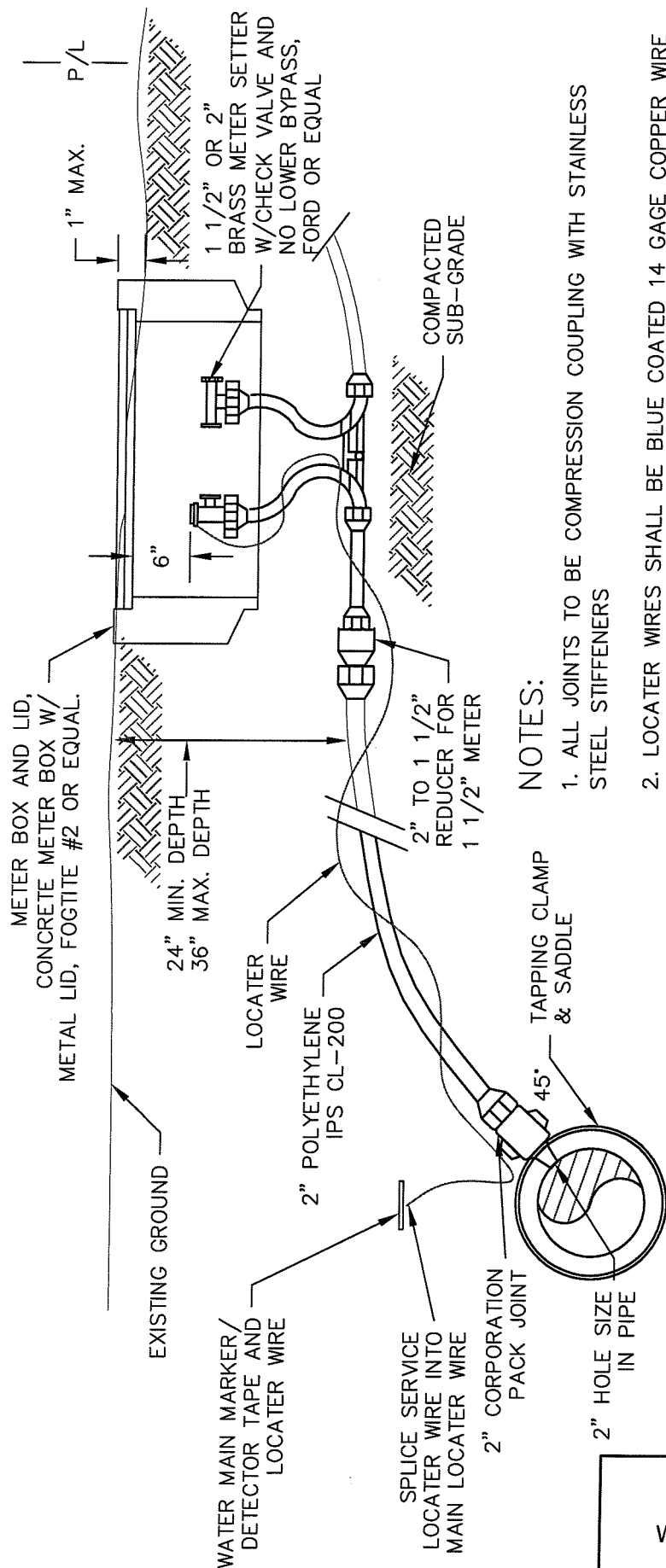
SINGLE SERVICE PLAN

3/4" & 1"  
WATER SERVICES

UPDATED: 11/18/2003

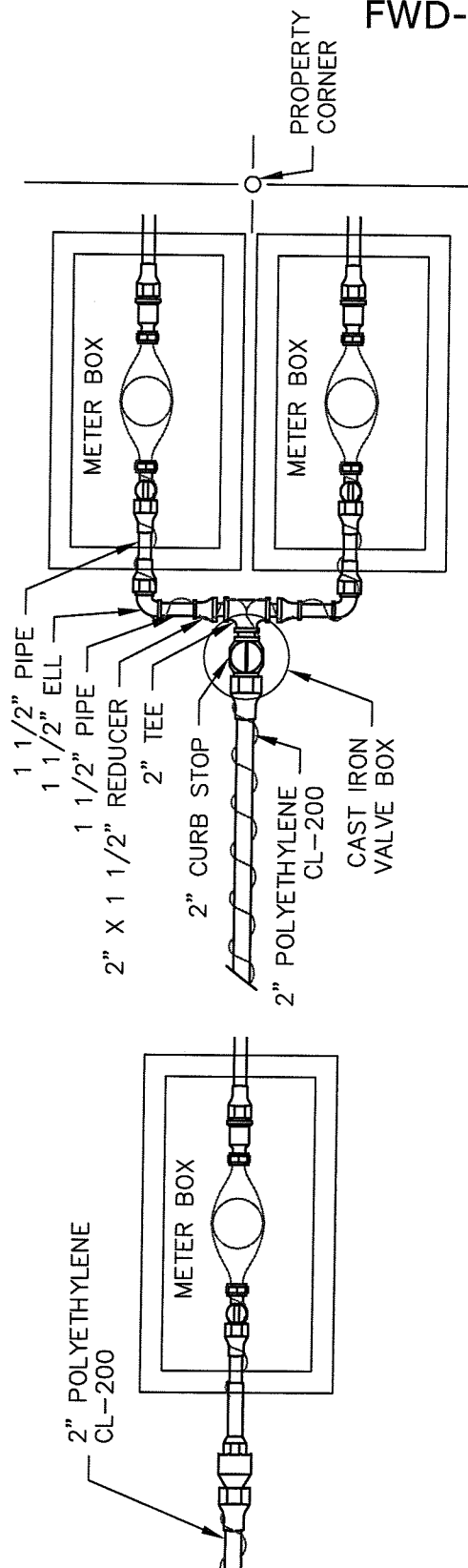
FWD-501

FREELAND  
WATER DISTRICT  
STANDARD PLAN



NOTES:

1. ALL JOINTS TO BE COMPRESSION COUPLING WITH STAINLESS STEEL STIFFENERS
2. LOCATER WIRES SHALL BE BLUE COATED 14 GAGE COPPER WIRE CONTINUOUS TO ABOVE GROUND ACCESS POINTS (METERS & HYDRANTS) SPLICES IN WIRE, IF NEEDED, SHALL BE MADE WITH WATERPROOF SPLICE KITS.



DOUBLE SERVICE PLAN

SINGLE SERVICE PLAN

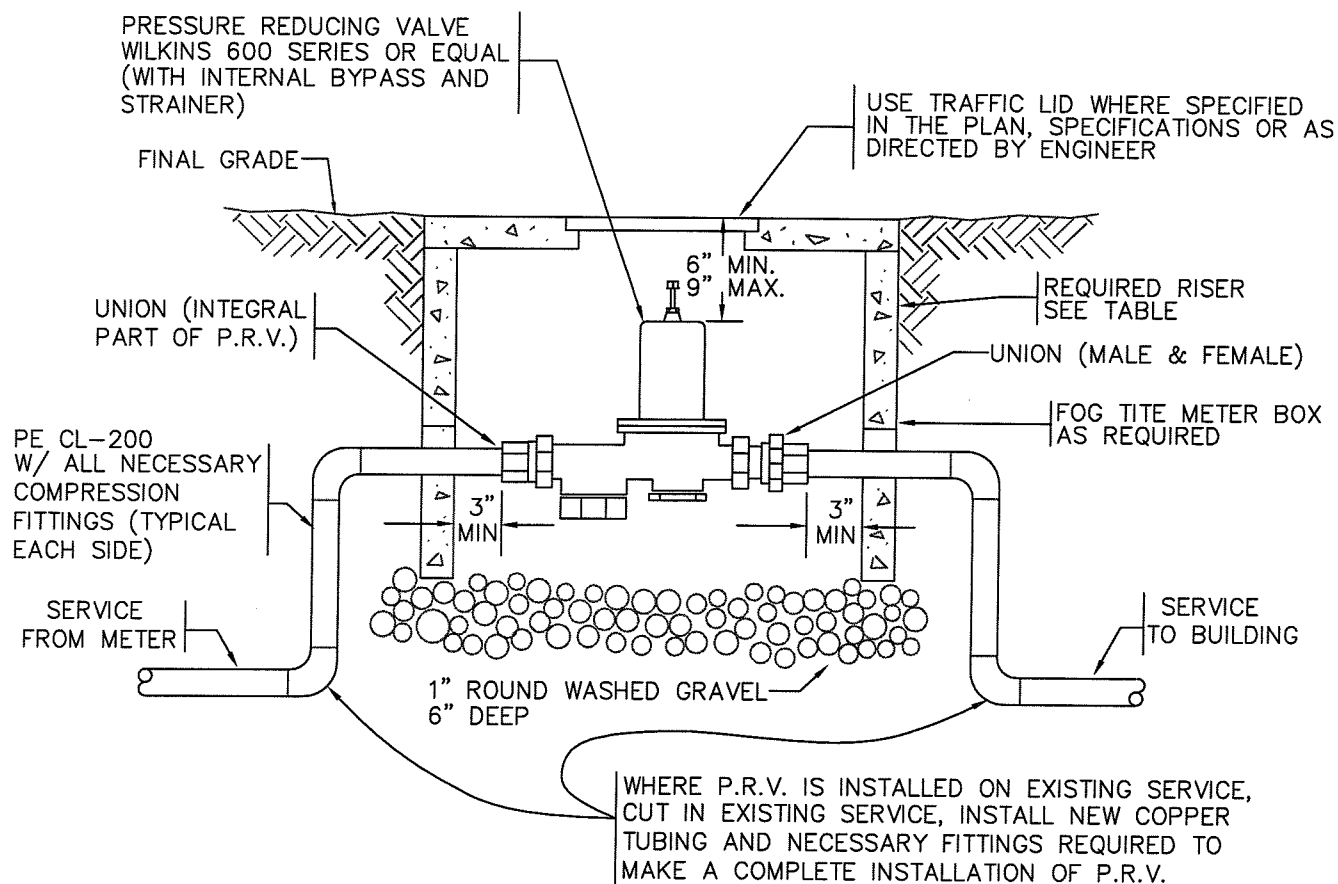
1 1/2" & 2"  
WATER SERVICES

UPDATED: 11/18/2003

FWD-502

FREELAND  
WATER DISTRICT  
STANDARD PLAN

P.R.V. SHALL HAVE AN INTEGRAL BYPASS



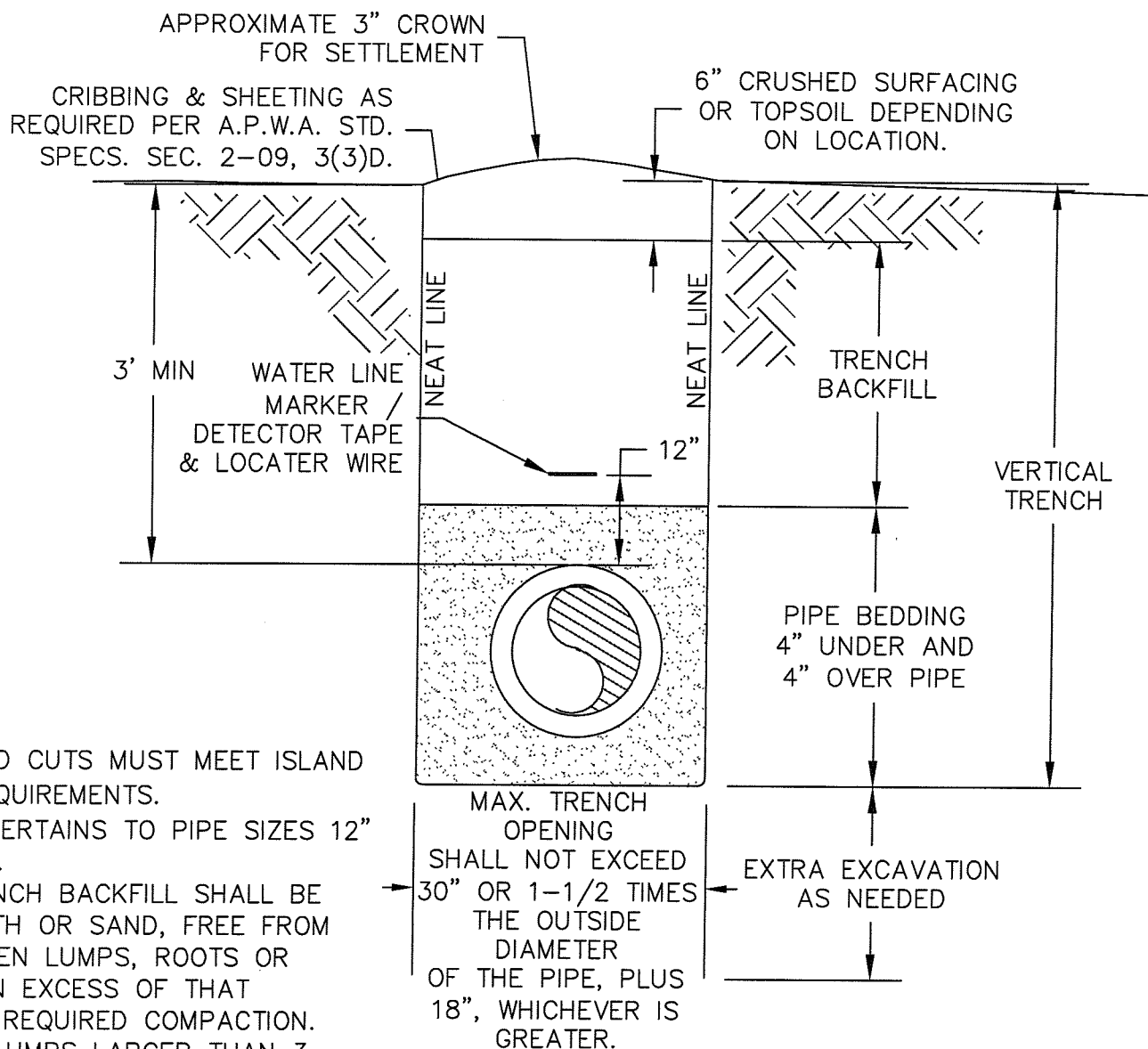
P.R.V. SIZE	FOG TITE METER BOX NO.	RISER REQUIRED
2"	2	12"
1 1/2"	2	12"
1 1/4"	1	6"
1"	1	6"
3/4"	1	4"
1/2"	1	4"

INDIVIDUAL PRESSURE  
REDUCING VALVE  
ASSEMBLY  
RESIDENTIAL

UPDATED: 11/05/2003

**FWD-503**

FREELAND  
WATER DISTRICT  
STANDARD PLAN



### NOTES:

1. ALL ROAD CUTS MUST MEET ISLAND COUNTY REQUIREMENTS.
2. DETAIL PERTAINS TO PIPE SIZES 12" AND UNDER.
3. ALL TRENCH BACKFILL SHALL BE CLEAN EARTH OR SAND, FREE FROM CLAY, FROZEN LUMPS, ROOTS OR MOISTURE IN EXCESS OF THAT PERMITTING REQUIRED COMPACTION. ROCKS OR LUMPS LARGER THAN 3 INCHES MAXIMUM SHALL NOT BE USED FOR PIPE ZONE BACKFILL.
4. PIPE ZONE BEDDING PER WSDOT/APWA.
5. USE OF NATIVE MATERIAL FOR BACKFILL MAY BE APPROVED BY THE DISTRICT.
6. LOCATER WIRES SHALL BE BLUE COATED 14 GAGE COPPER WIRE CONTINUOUS TO ABOVE GROUND ACCESS POINTS (METERS & VALVES) SPLICES IN WIRE, IF NEEDED, SHALL BE MADE WITH WATERPROOF SPLICE KITS.

TRENCH SECTION  
NON-PAVEMENT

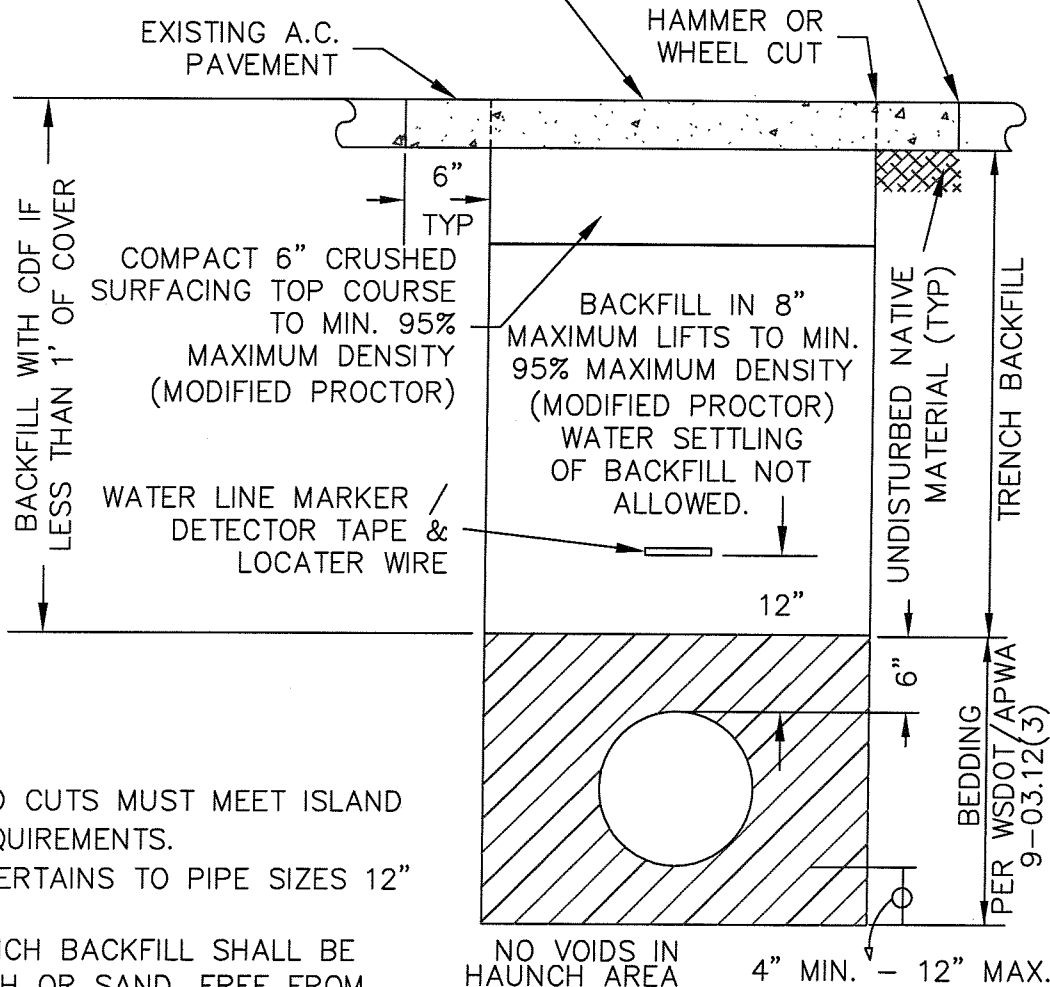
UPDATED: 11/18/2003

**FWD-601**

FREELAND  
WATER DISTRICT  
STANDARD PLAN

SAWCUT BOTH SIDES BACK TO UNDISTURBED PAVEMENT. SQUARE ALL EDGES AND TACK PRIOR TO PAVING. SEAL ALL JOINTS W/LIQUID ASPHALT AFTER PAVING. COVER IMMEDIATELY W/SAND.

4" CL B A.C. PAVEMENT OR EQUAL TO DEPTH OF EXISTING ASPHALT REMOVED, WHICHEVER IS GREATER IN 2" MAX. LIFTS.



## NOTES:

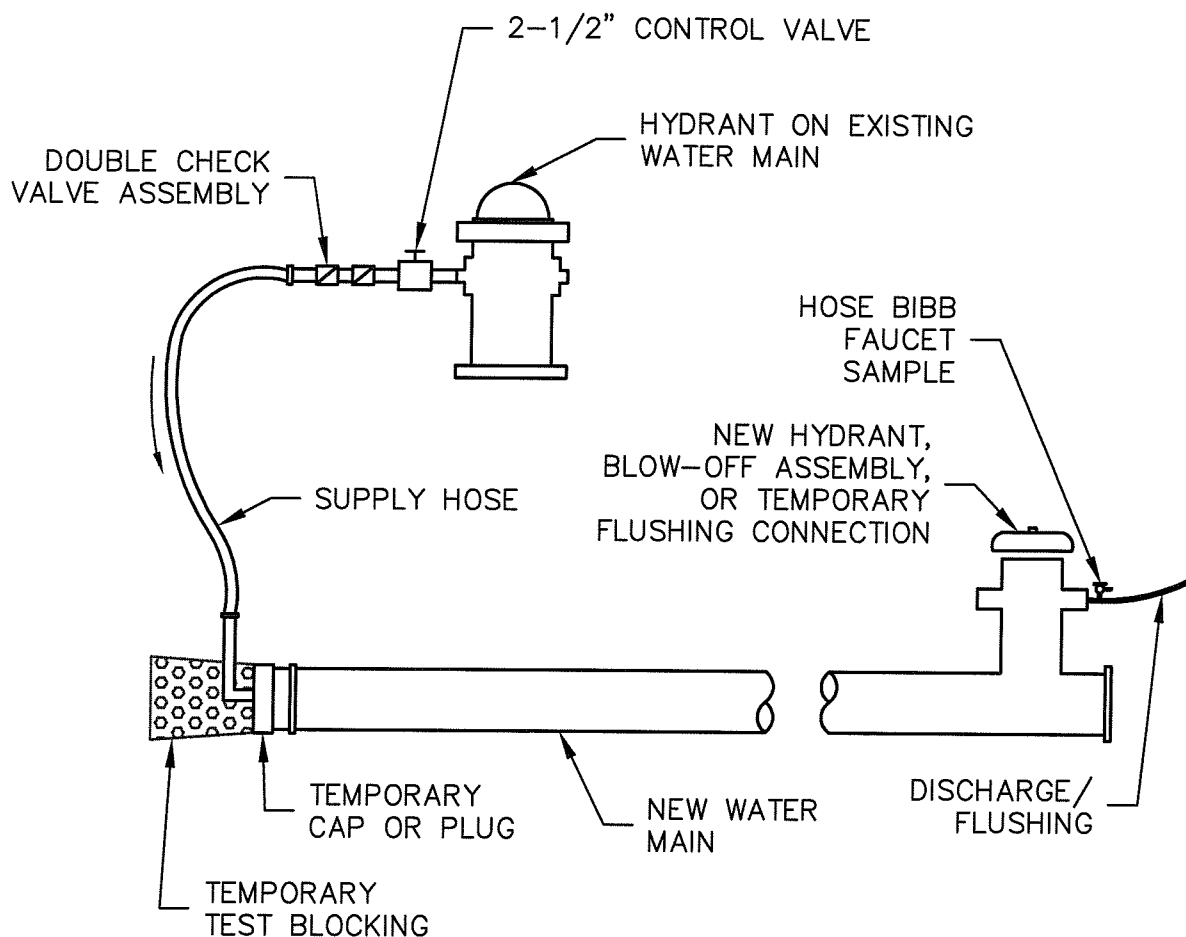
1. ALL ROAD CUTS MUST MEET ISLAND COUNTY REQUIREMENTS.
2. DETAIL PERTAINS TO PIPE SIZES 12" AND UNDER.
3. ALL TRENCH BACKFILL SHALL BE CLEAN EARTH OR SAND, FREE FROM CLAY, FROZEN LUMPS, ROOTS OR MOISTURE IN EXCESS OF THAT PERMITTING REQUIRED COMPACTION. ROCKS OR LUMPS LARGER THAN 3 INCHES MAXIMUM SHALL NOT BE USED FOR PIPE ZONE BACKFILL.
4. PIPE ZONE BEDDING PER WSDOT/APWA.
5. USE OF NATIVE MATERIAL FOR BACKFILL MAY BE APPROVED BY THE DISTRICT.
6. LOCATER WIRES SHALL BE BLUE COATED 14 GAGE COPPER WIRE CONTINUOUS TO ABOVE GROUND ACCESS POINTS (METERS & VALVES) SPLICES IN WIRE, IF NEEDED, SHALL BE MADE WITH WATERPROOF SPLICE KITS.

TRENCH SECTION  
ASPHALT

UPDATED: 11/18/2003

FWD-602

FREELAND  
WATER DISTRICT  
STANDARD PLAN

NOTES:

- 1 THE FILLING OF MAINS SHALL BE DONE ONLY UNDER THE SUPERVISION OF THE DISTRICT.
- 2 AN APPROVED BACKFLOW PREVENTION ASSEMBLY SHALL BE INSTALLED BETWEEN THE EXISTING AND NEW WATER LINES DURING DISINFECTION AND FLUSHING OF NEW WATERMAIN.
- 3 THE BACKFLOW PREVENTION ASSEMBLY AND SUPPLY HOSE MUST BE DISCONNECTED DURING HYDROSTATIC PRESSURE TESTING OF THE NEW MAIN.
- 4 THE NEW WATERMAIN SHALL BE CONNECTED TO THE EXISTING SYSTEM ONLY AFTER NEW MAIN IS FLUSHED, DISINFECTED AND SATISFACTORY BACTERIOLOGICAL SAMPLE RESULTS ARE OBTAINED.
- 5 THE INTERIORS OF ALL PIPES AND FITTINGS TO BE USED IN FINAL CONNECTION MUST BE SWABBED OR SPRAYED WITH A 5% AVAILABLE CHLORINE SOLUTION.
- 6 ALL BEING FLUSHED CONTAINING CHLORINE SHALL BE DE-CHLORINATED PER EPA REQUIREMENTS.

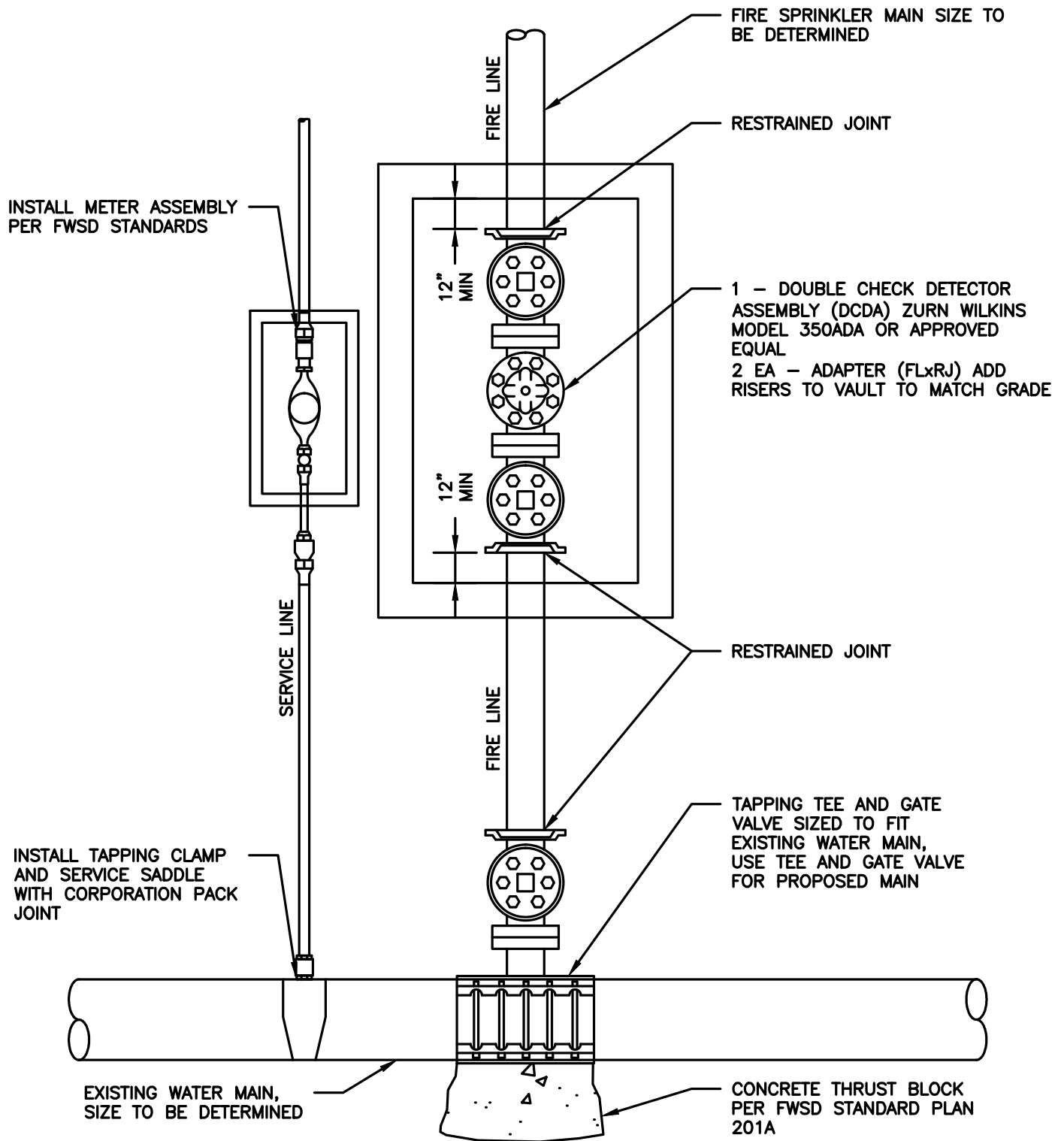
FILLING NEW  
WATER MAINS

UPDATED: 11/18/2003

**FWD-701**

FREELAND  
WATER DISTRICT  
STANDARD PLAN





**NOTES:**

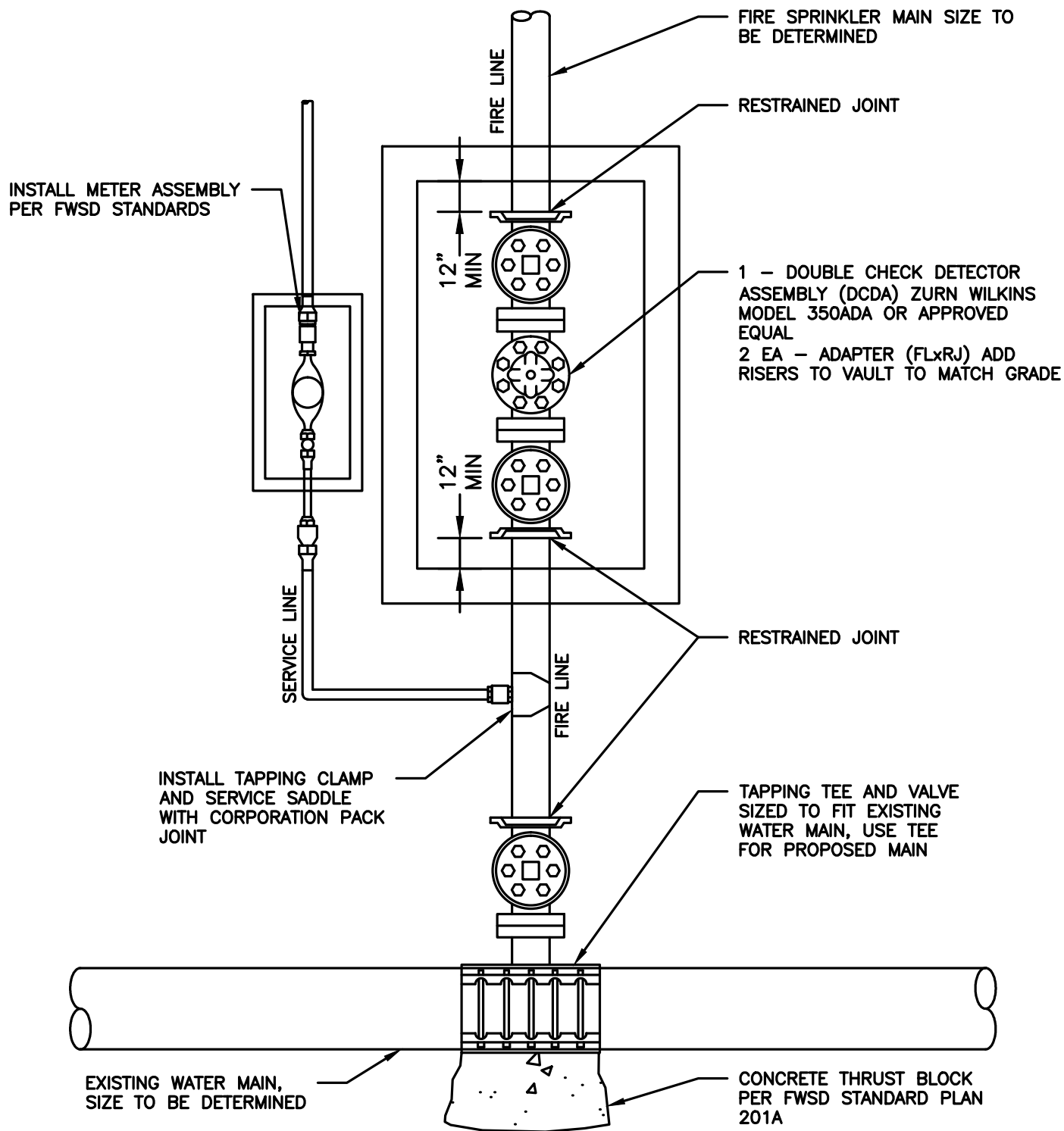
1. PROVIDE STEP/LADDER IF MORE THAN 3 FEET DEEP.
2. PROVIDE DRAIN TO DAYLIGHT.
3. PROVIDE PIPE STANTIONS - ADJUSTABLE, BOLTED TO FLOOR. 12" MIN CLEARANCE TO FLOOR REQUIRED.
4. SELECT VAULT TO FIT ASSEMBLY.

FIRE SPRINKLER MAIN DOUBLE  
CHECK DETECTOR ASSEMBLY

UPDATED: 2/12/2015

FWSD-801A

FREELAND  
WATER DISTRICT  
STANDARD PLAN



**NOTES:**

1. PROVIDE STEP/LADDER IF MORE THAN 3 FEET DEEP.
2. PROVIDE DRAIN TO DAYLIGHT.
3. PROVIDE PIPE STANTIONS - ADJUSTABLE, BOLTED TO FLOOR. 12" MIN DISTANCE TO FLOOR REQUIRED.
4. SELECT VAULT TO FIT ASSEMBLY.
5. THIS CONFIGURATION IS ALLOWED ONLY WITH DISTRICT APPROVAL

FIRE SPRINKLER MAIN DOUBLE  
CHECK DETECTOR ASSEMBLY  
W/ POTABLE WATER BYPASS

UPDATED: 2/12/2015

FWSD-801B

FREELAND  
WATER DISTRICT  
STANDARD PLAN

# ***THE FREELAND WATER AND SEWER DISTRICT***

## **PRELIMINARY SERVICES AGREEMENT**

### **Owner/Developer Extension**

PREFACE: It is the policy of the Freeland Water and Sewer District(District) that new development projects within the District that require new water main extensions be conducted without cost or expense to the Districts' current subscribers and customers who do not directly benefit from such water main extensions. Basically, the District's time and expense incurred servicing such projects are to be paid by the Owner/Developer who benefits from it and whose project requires it.

The undersigned Owner/Developer hereby makes application to the District, to commence the process of installing an Owner/Developer Water Main Extension within the District. This application is made with the following agreements and understandings between the parties:

1. **COST RESPONSIBILITY:** The Owner/Developer shall be responsible for payment of all costs associated with the subject water main extension project, including, but not limited to, design, permitting, and development and all costs incurred or paid by the District for services provided in the furtherance of the project.
2. District's Certified Operator can be reached by phone at 360-331-5566.
3. **DISTRICT BILLINGS:** The District shall bill to the Owner/Developer, who herein agrees to pay, all costs incurred by the District related to the subject project, including but not limited to,
  - a. Application review and processing, including the preparation and provision of relevant documents, maps, etc.
  - b. Review of project's plans, & specifications prepared by a Professional Civil Engineer.
  - c. Administration, billing and accounting,
  - d. Project management, inspection, testing, certification, etc.
  - e. Professional and legal consultation, (if necessary)
  - f. Preparation and/or review of all associated project documents such as easements, conveyances, recovery contracts, etc., and
  - g. All other costs, fees, and expenses associated with the project that may be incurred by the District.

Billings from the District to the Owner/Developer will generally be on a monthly basis. Billings will be detailed and disclose the full extent of services, time, expenses and materials involved.

EXPOSITORY NOTE: The District has engaged in such projects in the past with other parties. Depending on the degree of services requested by Owner/Developer, the total billings of the District throughout said processes for all services by all District personnel at the end of the process have ranged from a low of \$1500.00 to a high of \$4,500.00 depending on the scale of the project. This is provided for information purposes only recognizing that each situation may vary based on the needs of different Owner/Developers.

4. **CONSULTATIONS SUBJECT TO BILLING:** All consultations between the Owner/Developer and personnel or consultants of the District whether by telephone, electronic media, or in person are subject to billing by the District as described above, for these purposes, the term Owner/Developer means and includes, Owner/Developer's consultants, engineers, architects, contractors, and/or any agents or employees of Owner/Developer, or parties engaged by the Owner/Developer.
5. **AGREEMENT AND/OR CONVEYANCE DOCUMENTS:** Any Easements, and/or documents of conveyance or Recovery Contracts, in such form as approved by the District, shall be obtained and/or provided by the

Owner/Developer at his/her sole cost and expense; and a true copy of such documents shall be delivered to the district upon satisfactory completion of the project.

In the interests of time and efficiency, review and exchange of documents throughout this process shall be via electronic media (E-mail and/or E-mail Attachments).

Owner may request preparation of such documents by the District with cost billable to Owner/Developer.

6. DISTRICT CONTACT AND AUTHORIZED AGENT: The District will be represented in throughout this process at:

Freeland Water District  
5421 Woodard Ave  
PO Box 222  
Freeland, WA 98249.

phone: 360-331-5566  
fax: 360-579-2058  
E-mail: info@freelandwsd.com

The District's agent shall work cooperatively with Owner/Developer in providing relevant requested services, information, plans, and data within reasonable timeframes as requested by Owner/Developer.

7. OWNER/DEVELOPER AUTHORIZED AGENTS AND PARTIES: Owner/Developer shall at all times keep the District aware of all parties with authority to negotiate for and on behalf of the Owner/Developer commencing with such listing herein below:

Owner/Developer Full Name: \_\_\_\_\_  
Owner/Developer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT/PARCEL Identification: Plat/Development Name – \_\_\_\_\_  
Assessor's Parcel Nos. \_\_\_\_\_  
\_\_\_\_\_

Witness my/our hands in agreement on the date(S) indicated.

SIGNATURE: \_\_\_\_\_  
Date

Owner/Developer (Print name and title): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
Date

Owner/Developer (Print name and title): \_\_\_\_\_

APPROVAL: Freeland Water and Sewer District:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

WHEN RECORDED RETURN TO:  
The Freeland Water and Sewer District  
P. O. Box 222  
Freeland, WA, 98249

## ***THE FREELAND WATER AND SEWER DISTRICT DEVELOPER EXTENSION AGREEMENT***

The undersigned, \_\_\_\_\_

(hereafter referred to as "Developer"), hereby makes application to Freeland Water and Sewer District, Island County, Washington, (Hereafter referred to as the District), for permission to construct and install an extension in the public right-of-way and/or on easements which are subject to the approval of the District, and to connect the same to the District's water distribution systems, and makes the following representations and agreements, to wit:

1. LOCATION OF EXTENSION:

The proposed extension will be installed in public road rights-of-way and/or easements and/or on other approved rights-of way which may now exist or be hereafter created, and shall be for the use and benefit of the property hereafter described and, upon acceptance thereof, the District, which property is owned by the Developer and/or other owners who are contributing to the costs of said extension; said other owners join in this application and are referred to as "additional owners". That subject property is described as follows:

DESCRIPTION OF PROPERTY

[Insert or attach Legal Descriptions with County Assessor Parcel Nos.]

Assessor's Parcel No.: more specifically described as: \_\_\_\_\_

Legal Description: (Insert here or say: " See Attached Exhibit A" and attach.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All Situate in the County of Island State of Washington.

2. DESCRIPTION OF EXTENSION or IMPROVEMENT PROJECT: The proposed extension will consist of approximately \_\_\_\_\_ lineal feet of water pipe and appurtenances and shall be installed in accordance with plans and specification provided by the District, and in accordance with the standards, specifications, and conditions for construction of extensions to the water system adopted by the District, the terms and conditions of which are, by this reference, made a part hereof as though set forth in full herein.

3. **COST RESPONSIBILITY:** The Developer shall be responsible for payment of all costs associated with the Project including, but not limited to, design, permitting, and development of the subject Project.
4. **DISTRICT BILLINGS:** The District shall bill to the Developer all costs incurred by the District for services, including but not limited to application review and processing, project design, administration, review and amendment of project plans and specifications, project management, inspection, testing, certification, professional and legal consultation, preparation and/or review of all associated documents such as easements, conveyances, recovery contracts, etc., and all other costs, fees, and expenses associated with the Project incurred by the District. Billings from the District to the Developer shall generally be on a monthly basis, and failure of the Developer to pay such billings shall be grounds for project cessation, and/or refusal of the District to approve or accept the completed project.
5. **CONSULTATIONS SUBJECT TO BILLING:** Developer agrees and is hereby notified that all consultations between Developer and personnel or consultants of the District whether by telephone, electronic media, or in person are subject to the Billing by the District as described above. For these purposes, the term Developer means and includes Developer's Project Engineer, Contractor, and/or any agents or employees of Developer, Project Engineer, or contractor.
6. **DEVELOPER'S ENGINEER:** Developer is responsible for engaging the services of a professional engineer, licensed and certified in the state of Washington, to design the proposed main extension or improvement, manage and supervise its construction, and certify to the District's satisfaction that the system improvements have been installed according to approved plans and specifications and meet or exceed all applicable testing requirements of the District.
7. **DISTRICT RULES APPLY:** This Agreement and the Total Project shall be governed by all Rules, Regulations Specifications, and Codes of the District, copies of which shall be supplied to the Developer upon request or at the time of Application approval.
8. **EVIDENCE OF INSURANCE:** Developer and/or Developer's Agent(s), contractor(s), or Consultant(s) shall, upon request of the District, provide the District with written evidence of insurance covering public liability and property damage to third parties, in which the District and its agents, whether employed or contracted by the District shall be named insured. Failure of the District to require such evidence of insurance shall in no way constitute a waiver of any right of the District to do so in any other projects.
9. **INDEMNIFICATION & HOLD HARMLESS:** Developer hereby saves and holds the District harmless from and shall indemnify the District against any and all claims, demands, actions or liabilities arising out of or in connection with Developer's conduct, work, and execution, throughout the course of the Project, and from any acts or omissions of the District, its agents, consultants, employees, or subcontractors, regardless of when and where such occur.

Developer shall indemnify the District in those cases where damages have been caused by the concurrent negligence of the Developer and the District, their agents, subcontractors or employees. In those cases, the liability of Developer for indemnification shall be limited to that portion of the damages caused by the negligence of Developer, its agents, engineer(s), contractors, subcontractors or employees.

In all other cases (except those cases where the damages were caused by the sole negligence of the District), Developer shall totally indemnify the District whether or not Developer was solely responsible for the damages. The Developer has no duty to indemnify the District where damages were caused by the sole negligence of the District.

Developer hereby expressly waives its immunity under RCW Title 51 (Industrial Insurance) with reference to its duties to the District arising under this indemnity Agreement. This waiver was mutually negotiated by the parties.

10. DAMAGE: Any expenses incurred by the District due to damage caused to the existing water system by the Developer shall be billed to the Developer on an actual time and materials basis. Developer is responsible for prompt payment of said billings.
11. EASEMENTS AND CONVEYANCE: Any required easements and/or documents of conveyance in such form as approved by the District, shall be obtained and/or provided by the Developer at his/her sole cost and expense; and a true copy of such easement and conveyance documents shall be delivered to the district upon completion of construction and prior to acceptance of said extension by the District in accordance with the provisions hereof, the original easement shall be delivered to the District. The Developers shall provide all necessary easements at their sole cost regardless of changes in the contract plans. The District at its sole option may require a warranty or evidence of title and a title insurance policy, establishing and insuring clear title being conveyed to the District.
12. PERMITS: All necessary permits from any governmental agency with jurisdiction shall be obtained by Developer.
13. CONTRACTORS, SUBCONTRACTORS, LABOR, AND MATERIAL: The District has a substantial interest in determining that the extension is to be constructed and connected to the existing system of the District in good workmanlike manner, and therefore, the Developer and/or additional owners agree to submit the name of all contractors, subcontractors, material workers and suppliers, or in the event that the owner or additional owners are contractors, then a statement that said Developer or additional owners will perform said improvement, and the District reserves the right to approve or disapprove of the same, which approval the District will not unreasonably withhold; however, in determining whether said Developer, additional owner, contractor, subcontractor, material workers, or laborers are or are not satisfactory, the District can take into consideration said improvement, available resources, financial ability, prior work performed by said party for or on behalf of the District, and the recommendation of the District. Said name shall be with respect to said real property described in this agreement and, if said party is not acceptable to the District, the District will so notify the Developer within 15 days after notification is given to the District of the name of said party whereupon the developer and/or additional owner shall resubmit alternate and said alternates shall likewise be subject to the same approval, upon the same criteria as the original party submitted, and notification will be given by the District within the same period of time specified. Project contractors shall warranty the workmanship and materials of the Project for a period of at least 1 year from acceptance by the District, or a longer period if specified by the District.
14. 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 during construction of any changes which may be contemplated. If the Developer changes the subgrade elevation or the road after completion of the water main construction, or any part thereof, Developer agrees to raise or lower the water main and/or water services as required by the new subgrade elevation at no cost to the District. This obligation shall remain in full force until the District or other municipality releases the right-of-way or road construction bond or bond of other description relating the Developer's obligation to the District or County in respect to the completion of roads within the area.
15. CONNECTION TO THE DISTRICT'S WATER SYSTEM: Upon completion of the water main extension project Developer shall notify the District and request approval to connect said new mains to the existing mains of the District to facilitate final testing and proceed to final approval and acceptance of the improvements by the District. All connections to the existing system and all testing of the new lines must be with the authorization of and in the presence of the applicable authorized representatives of the District. Once the extension mains of the project are connected to the District Water system the opening of valves and use of water from the District's system will be done only by the District and/or its authorized representatives or such parties approved by the District. The District reserves the right to require that connections be made by line tap where disruption of water service to other users would, in the opinion of the District, to be unduly detrimental.

16. **CONDITION PRECEDENT:** Compliance with all the terms and conditions of this Developer Extension Agreement and the adopted Rules of the District shall be a condition precedent to the District's acceptance of the completed project. The District shall be under no obligation to allow connections to the water system of any portion of the real property described in this application until all applicable fees, billings, and charges due the District have been paid. This includes any Recovery Contract charges that may be applicable to the subject property, any Service installation (hook-up) fees, surcharges, or other payments arising from this agreement or required by the adopted Rules and regulations of the District.
- The District shall not be obligated to provide water service to the property herein described nor any other properties from said improvements if construction by third parties of facilities to be deeded by the District have not been completed and title accepted by the District; if said third party facilities are necessary to provide water service to the herein described property.
17. **LIMITATION OF PERIOD OF ACCEPTANCE:** Upon Project completion and acceptance by the District, The District will accept title to the system. Acceptance of title to said extension shall be made in writing by the Board, of the District, or its designee e.g. "Project Manager". Prior to such acceptance, a completed executed Bill of Sale, Deed, or other document of conveyance deemed suitable by the District that transfers title to said extension, shall be delivered to the District together with all necessary easements and/or covenants. Acceptance of title by the District shall cause said extension to be subject to the control, use and operation of the District and make applicable all rules regulations and conditions of service and charges therein specified. Projects may be conducted, completed and accepted by the District in a phased manner as may be deemed appropriate by the District at its discretion.
18. **BONDING AND/OR WARRANTY:** Acceptance by the District shall not relieve the Developer of the obligations to correct defects in labor and/or materials. Prior to or after acceptance of title by the District, the District may require that the Developer, furnish a maintenance bond, or other surety acceptable to the District, for warranty purposes or for corrective measures to be taken. Any such bond or surety shall continue in force from the date of acceptance of said extension for a period of at least two (2) years. The bond/surety shall require the Developer and/or the surety agent to correct any defects in labor and materials which arise in said system for a period of at least two (2) years from the date of acceptance of the system and transfer of title. Said surety shall be in an amount equal to ten percent (10%) of the total actual costs of the water main extension project, unless otherwise agreed by the District.
19. **LIMITATION OF PERIOD OF ACCEPTANCE:** The extension or improvement project shall be completed and accepted by the District within three years of date of acceptance and approval of this application by the District. If the project is not completed and accepted within said three years the Developer's rights under this agreement shall cease and no additional water services shall be connected to such extension unless and until Developer makes a new application or the District consents to the renewal of the existing application. The Developer shall pay all additional costs associated with any new or renewed application as determined by the District.
20. **WARRANTY OF AUTHORITY:** The undersigned Developer and additional owners warrant that they constitute the owners of all of the real property that is the subject matter of this agreement and, upon request of the District, agree to provide title insurance or preliminary title report at the District's option, establishing to the satisfaction of the District that the parties executing this application constitute the owners of all the real property described and have the authority to execute this agreement with respect to said real property.
21. **COMMITMENT TO SERVICE AFTER ACCEPTANCE:** This document does not, by itself, constitute a final commitment to provide service to individual lots, or units on the subject property of the Developer. Specific commitment by the District to individual lot or unit service is not perfected until such time as all applicable Service Installation Charges, General Facilities Charges, Local Facilities Charges and Recovery Contract Charges and other applicable provisions in the Rules and Regulations of the District have been satisfied.
22. **DEVELOPER/OWNER/CONTRACTOR PERFORMANCE WARRANTY AND GUARANTEE:** The undersigned Developer(s), Owner(s), and Contractor(s), do hereby warrant and guarantee the quality and



condition of all workmanship, and materials associated with this project for a period of two (2) years from the date of final approval and acceptance by the Freeland Water and Sewer District.

Developer/Owners herein further warrant the installation of all other utilities and improvements to the extent that water facilities may be affected.

23. CONTRACT DOCUMENTS:

Attached hereto and by this reference incorporated herein are (as applicable) the following:

- a. ☐ Rules, regulations, general specifications, and codes of the Freeland Water and Sewer District.
- b. ☐ Detail drawings and written instructions
- c. ☐ Addenda & Exhibits
- d. ☐ Plans & Specifications
- e. ☐ General Conditions
- f. ☐ Special Provisions

24. APPLICABLE CHARGES, AND OTHER REPRESENTATIONS:

a. Local Facilities Charges:

To be paid after completion of improvements by Owner and approval and acceptance of the new main extension by the District.

---

---

---

b. General Facilities Charges and/or ERU Surcharges:

---

c. Recovery Contract charges:

---

---

d. TOTAL CHARGES associated with this agreement at this time: \_\_\_\_\_

25. IDENTIFICATION OF APPLICANT PARTIES: Applicants herein consist collectively of the Developer, Owner, and the project Contractor and applicable contact information for each is provided below.

26. PROJECT COMPLETION CHECKLIST: The following is/are needed prior to final completion and acceptance by the District:

- a. ☐ Engineer's Certification of project completion in accordance with approved plans.
- b. ☐ Engineer's "as-built" drawings and construction Report.
- c. ☐ Engineer's Certification of all system testing and compliance; including Pressure & Bacteria testing.
- d. ☐ All necessary Easements and conveyances.
- e. ☐ Payment of all outstanding project charges and billings.
- f. ☐ Cross Connection Control Plan and signed agreement

Developer/Owner Full Legal Name: \_\_\_\_\_

Responsible Billing Address: \_\_\_\_\_

and Accounts Payable Contact \_\_\_\_\_

---

---

---

---

Other Owners Information  
(if Different)

---

---

---

Contractor Name and contact  
information

---

---

---

Witness my/our hands in agreement on the dates so indicated.

Developer/Owner: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Additional Owner: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contractor: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Upon compliance with all terms and conditions of this agreement and all rules of the District, the Freeland Water and Sewer District will accept said extension for service, maintenance, and operation.

Acceptance Freeland Water and Sewer District, P. O. Box 222, Freeland, Washington 98249

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON       )  
  ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary public in and for the State Of Washington, Duly Commissioned and Sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ To me known and shown to be the parties who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ signed said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_.  
My Commission Expires on \_\_\_\_\_.

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON       )  
  ) SS  
County of \_\_\_\_\_ )

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

PAGE 7  
www revised2-25-2013

When Recorded Return To:  
**Freeland Water and Sewer District**  
**Po Box 222**  
**Freeland, WA., 98249-0222**

---

**EASEMENT  
And  
WATER FACILITY CONVEYANCE & ACCEPTANCE**

Grantor(s): \_\_\_\_\_

Grantee: Freeland Water and Sewer District, a municipal corporation of the State of Washington.

Abbreviated legal Description: (Section, Township & Range) \_\_\_\_\_

Complete Legal Descriptions: See Attached Exhibit "A"

Assessor's Parcel Number(s) \_\_\_\_\_

Related Parcels: \_\_\_\_\_

Reference Numbers of Documents Assigned or Released: \_\_\_\_\_

This agreement is made on the dates herein below acknowledged by and between Grantors, \_\_\_\_\_

And Grantee, Freeland Water and Sewer District, a municipal corporation of the State of Washington.

Recitals:

Whereas, Grantors herein are the owners of the following described property, to wit: See attached Exhibit "A" Legal Description of property Attached.

WHEREAS, Said above described Exhibit "A" and the adjacent County Right of Way known as \_\_\_\_\_ contain certain water distribution lines and associated fixtures, valves, hydrants, and other facilities, all hereinafter referred to as the "Water Facilities" constructed by the Grantor to service its development of said parcel; and

Whereas, said "Water Facilities" have been installed, tested, and certified in accordance with the rules, regulations and specifications of the Grantee, Freeland Water and Sewer District; and

Whereas, The Grantors now wish to convey said "Water Facilities" together with appurtenant easements to the Grantee in order to have Grantee assume responsibilities for maintenance and operation of said Water Facilities; and

Whereas, The Grantee, Freeland Water and Sewer District, does accept by virtue of this agreement, full conveyance, ownership, and maintenance responsibilities of said "Water Facilities" and Easement(s) under its sole jurisdiction:

Now Therefore, The Grantors herein for and in consideration of Grantee's acceptance of said "Water Facilities" and assumption of future maintenance and operations responsibilities, and other valuable consideration, receipt of which is hereby acknowledged, declare, grant, warrant and convey the "Water Facilities: and Easement(s) described herein and agree as follows:

1. FACILITIES CONVEYANCE: The Grantors hereby grant and convey to the Grantee, full title and interests in said "Water Facilities: including among other things, some \_\_\_\_\_ lineal feet of \_\_\_\_ inch \_\_\_\_\_ water mains, with fire hydrant assembly, blow-off assembly, valves, fittings, meter boxes, and other associated parts located within the county road right-of-way and the Easement herein conveyed.
2. EASEMENT CONVEYANCE AND DESCRIPTION: Grantors do hereby establish, and convey a non-exclusive Easement for ingress, egress, and utilities over, under, and upon that area lying 10 feet on either side of and around the water main and fire hydrant assembly as such are physically located on said Exhibit "A". In the event of any conflicting descriptions, such physical location shall govern the extent of area encompassed by this easement including the location of the Fire Hydrant Assembly located beyond the \_\_\_\_\_ Right-of Way margin, and specifically describes as follows: That area lying 10 feet on either side of the following described centerline: See Exhibit "B" Legal description of easement attached.
3. DURATION: said Easement shall run in perpetuity with the land upon which it is located and provide Grantees all rights to install, operate, and maintain, water utility pipes and facilities as may now or in the future exist.
4. GRANTOR'S USE OF EASEMENT: The Grantors herein, their heirs, successors or assigns, shall not interfere with, impede, or obstruct the use of said easement for its intended purposes by the Grantees. Grantors may make no use of the water facilities within said easements not in any way alter, re-locate, or replace said facilities except with the express permission of the Grantee. Grantors may otherwise use said easement area jointly with Grantees for ingress, egress, and utilities.
5. GRANTOR'S CONNECTION: This conveyance of easement and water facilities confers no rights to Grantors to connect to or make use of said water facilities

and/or water of the Freeland Water and Sewer District except in accordance with the District's adopted rules and regulations as generally applicable to other lands within the District.

6. GRANTOR'S WARRANTY OF OWNERSHIP: Grantors warrant that they are owners of the land herein described with full rights to convey the easement described above. Grantors also warrant their "free and clear" ownership of the Water Facilities being conveyed and that there are no present or potential claims, liens, or judgments related to said facilities or their construction. Grantors hold Grantee harmless and indemnify Grantee against any such claims.
7. GRANTORS' WARRANTY OF WORKMANSHIP & MATERIALS: The Grantors, as "developers" of the water facilities being conveyed, do hereby warrant and guarantee the quality, conditions, and operational capacity of said water facilities for a period of two (2) years from the effective date of this acceptance agreement.
8. EFFECTIVE DATE: This conveyance of easement and facilities shall take effect as of the date this document is recorded with the Auditor of Island County, Washington.
9. JOINT USE OF EASEMENT: In exercising the rights herein granted, the Grantees And Grantors herein, their heirs, successors, and assigns, may pass and repass over said easement, and may conduct such construction practices necessary to make, maintain, operate, and use, said Easement for its intended purposes.
10. GRANTEE EXEMPT FROM ROAD MAINTENANCE: The Grantee herein is not responsible for any maintenance, operation or repairs of any roadways or other utilities or facilities which may also lie within the easement area herein conveyed, except for such repairs as may be needed resulting from work of the Grantee on its water facilities.
11. CONTINUITY: This Easement and covenants, and these provisions, shall in their entirety, run with the land and shall be appurtenant thereto, and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein and all legal subdivisions thereof or any part thereof, and shall inure to the benefit of each owner thereof and be binding thereto.
12. SEVERABILITY: In the event that any part of this Easement and Conveyance document and/or included covenants shall be found invalid or inapplicable by a court of competent jurisdiction, such finding shall in no way effect any other parts or remainder of same.
13. COUNTERPARTS: This document may be signed in counterparts and the original assembled as a single document with duplicate pages where necessary, prior to recording.

Witness my/our hand(s) on the dates herein below acknowledged.

SIGNATURES GRANTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FINAL ACCEPTANCE:

All requirements of the Freeland Water & Sewer District for acceptance of easements and facilities for incorporation into the water system of the District having been met, final approval and acceptance of the facilities constructed by \_\_\_\_\_

\_\_\_\_\_ is hereby granted.

GRANTEE'S ACCEPTANCE: The Freeland Water and Sewer District

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF WASHINGTON    )  
  )  
County of ISLAND        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary public in and for the State of Washington, Duly Commissioned and Sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a Washington Corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said Corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission expires on \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF WASHINGTON     )  
  )  
County of ISLAND         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary public in and for the State of Washington, Duly Commissioned and Sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ of Freeland Water & Sewer District, the Washington Corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said Corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission expires on \_\_\_\_\_



## Construction Completion Report

In accordance with WAC 246-290-120(5), a **Construction Completion Report** is required for all approved construction projects. Purveyors **must** submit a Construction Completion Report to the Department of Health (DOH) within sixty (60) days of completion and before use of any water system facility. This includes any source, water quality treatment, storage tanks, booster pump facilities, and distribution projects.

*Please type or print legibly in ink:*

Freeland Water & Sewer District  
Name of Water System

DOH System ID No.: 064508

\_\_\_\_\_  
Name of Purveyor (Owner or System Contact)

DOH Project No.: \_\_\_\_\_  
(if applicable)

Mailing Address PO Box 222  
Freeland WA 98249  
City State Zip

Date Construction Documents  
Approved by DOH  
(if applicable)

### Project Name and Descriptive Title:

Check one:

☐ Entire Project Completed. ☐ Description of Portions Completed.

**Complete (Attach additional sheets as needed):**

### Professional Engineer's Acknowledgment

The undersigned professional engineer (PE), or their authorized agent, has inspected the above-described project which, as to layout, size and type of pipe, valves and materials, reservoir and other designed physical facilities, has been constructed and is substantially completed in accordance with construction documents reviewed by the purveyor's engineer or approved by the DOH. In the opinion of the undersigned engineer, the installation, physical testing procedures, water quality tests, and disinfection practices were carried out in accordance with state regulations and principles of standard engineering practice.

I have reviewed the disinfection procedures ☐ , pressure test results ☐ , and results of the bacteriological test(s) ☐ for this project and certify that they comply with the requirements of the construction standards/specifications approved by the DOH. (Check all boxes that apply that are consistent with the nature of the project.)

This project changes the physical capacity of the system to serve consumers. The system is now able to serve \_\_\_\_\_ equivalent residential units (ERUs.) ☐ Not applicable

\_\_\_\_\_  
\_\_\_\_\_  
PE's Seal

Date Signed

Name of Engineering Firm

\_\_\_\_\_  
Name of PE Acknowledging Construction

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

\_\_\_\_\_  
Engineer's Signature

City State Zip

\_\_\_\_\_  
State/Federal Funding Type (if any)

**Please return completed form to DOH regional office checked below.**

☐ NWRO Drinking Water  
Department of Health  
20435 - 72<sup>nd</sup> Ave S., Suite 200  
Kent, WA 98032  
(253) 395-6750

☐ SWRO Drinking Water  
Department of Health  
PO Box 47823  
Olympia, WA 98504-7823  
(360) 664-0768

☐ ERO Drinking Water  
Department of Health  
1500 W. Fourth Ave, Suite 305  
Spokane, WA 99204  
(509) 456-3115

**The purveyor must attach a completed Water Facilities Inventory (WFI) form in accordance with WAC 246-290-120(6), if applicable. Contact the regional office in your area for WFI forms or additional Construction Completion Report forms.**  
**DOH 331-121 (3/00)**

Freeland Water and Sewer District Recovery Contract

WHEN RECORDED RETURN TO:  
**Freeland Water & Sewer District**  
**P. O. Box 222**  
**Freeland, WA 98249**

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM**

Please Print or type information

Document Title(s) (Or transactions contained therein)

1. **RECOVERY CONTRACT** – applicable to benefiting non-participating parcels.

Grantor(s) (Last name first, then first name and initials)

1. \_\_\_\_\_
2. Additional names on Page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. \_\_\_\_\_
2. Additional names on Page \_\_\_\_ of document.

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

1. Lot No, \_\_\_\_\_ In the \_\_\_\_\_ 1/4 of Section \_\_\_\_\_, Township \_\_\_\_ North, Range \_\_\_\_,  
E.W.M. -- Island County, Washington.

Additional legal descriptions are on Page(s) \_\_\_\_\_ of document.

Assessor's Property Tax Parcel or Account Number of "Subject Parcel(s)": \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Number(s) of Documents assigned or released: **N/A**

***FREELAND WATER and SEWER DISTRICT -- ISLAND COUNTY,  
WASHINGTON***

**RECOVERY CONTRACT NO. \_\_\_\_\_**

IN RE: Developer main Extension By \_\_\_\_\_, ET. Al.  
INCLUDING WATER SYSTEM IMPROVEMENT CONVEYANCE

**AFFECTING:** Island County Assessor's Parcel No. \_\_\_\_\_ -- Lot \_\_\_\_\_, Plat of  
\_\_\_\_\_ -- In the \_\_\_\_\_ 1/4 of Section \_\_\_\_\_,  
Township \_\_\_\_\_ North, Range \_\_\_\_\_, E.W.M. -- Island County, Washington.

More Legal Descriptions on Pages 2 through 5

THIS AGREEMENT, entered into by and between the GRANTOR, The Freeland Water and Sewer District, a Washington municipal corporation, hereinafter referred to as "District", and the GRANTEE, \_\_\_\_\_, hereinafter referred to as "Developer".

**TOTAL BENEFIT AREA DESCRIPTION:** The area specifically benefited by the installation of water main facilities developed by the Developer consists of all the following properties which form the basis for total area calculation and hence the calculation of funds to be collected from owners of the benefiting yet non-participating parcels described as follows:

**PARCEL-A - "SUBJECT PARCEL -1" Owners:** \_\_\_\_\_:

Assessor's Parcel No. \_\_\_\_\_, (as now existing or hereafter re-configured or divided) and specifically described as follows:

[insert legal description ] – or [ "SEE EXHIBIT-A ATTACHED" ]

**PARCEL-B - "SUBJECT PARCEL -1" Owners:** \_\_\_\_\_:

Assessor's Parcel No. \_\_\_\_\_, (as now existing or hereafter re-configured or divided) and specifically described as follows:

[insert legal description ] – or [ "SEE EXHIBIT-A ATTACHED" ]

**PARCEL-C - "SUBJECT PARCEL -1" Owners:** \_\_\_\_\_:

Assessor's Parcel No. \_\_\_\_\_, (as now existing or hereafter re-configured or divided) and specifically described as follows:

[insert legal description ] – or [ "SEE EXHIBIT-A ATTACHED" ]

**RECITALS**

WHEREAS, Developer has constructed and installed a water system extension including water mains, hydrant assemblies, valves, meters, and other appurtenances described as follows:

Beginning at \_\_\_\_\_ the District's existing  
main located at \_\_\_\_\_  
thence running along \_\_\_\_\_ Road some \_\_\_\_\_ lineal feet, to the end of said

water main extension at \_\_\_\_\_. Said improvements may include \_\_\_\_\_ fire hydrant assemblies, \_\_\_\_\_ gate valves, and all other appurtenant, fixtures, joints, and other work and materials installed within the county road right-of-way etc. along \_\_\_\_\_ Rd.

And

WHEREAS, The District has approved and does, by virtue of this agreement, accept the conveyance, ownership, and maintenance responsibilities of said water system main extension under its sole jurisdiction; and

WHEREAS, The parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by owners of benefiting lands who did not participate in its original cost of development; and

WHEREAS, the total area of all parcels benefiting from said improvements comprised \_\_\_\_\_ acres, more or less per the maps of the District; and the total area of the benefiting parcel whose owners did not participate is \_\_\_\_\_ acres, more or less per the maps of the District; and

WHEREAS, the total cost of said extension was \$ \_\_\_\_\_. This sum, when divided by "total benefiting acreage" of \_\_\_\_\_ acres, yields an acreage-based project cost of \$ \_\_\_\_\_ per acre;

NOW THEREFORE, in consideration of the covenants bargained for and given in exchange, and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **CONVEYANCE:** Developer has furnished the District with "as-built" drawings of the installed improvements together with evidence showing that all associated charges and expenses have been paid. The improvements and facilities described are hereby conveyed to the District by the undersigned Developer and warranted to be free and clear of any outstanding liens, claims, or encumbrances.
2. **PROJECT COST:** The original cost to the developer of the system installation project covered by this recovery contract was \$ \_\_\_\_\_.
3. **SUBJECT PARCEL:** The properties subject to recovery charges under this contract for non-participation in the original costs of water main extension is specified hereinabove "Subject Parcel(s)" and are described per deeds and Records of Island County, State of Washington as follows:

**Assessor's Parcel Nos.** \_\_\_\_\_ (as now existing or hereafter re-configured or divided) and specifically described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. **CONTRACT TERM:** This contract shall extend for a period not to exceed **15 years** from the date of this contract's execution by the parties and recording with the Office of

the Island County Auditor, the District agrees to require the owners of the above described Subject Parcel, their heirs, successors or assigns, who hereafter connect to the above described system extension to pay a fair pro-rata share of the cost of the original construction.

5. **LIMITS OF APPLICABILITY:** Recovery under this contract shall not be applicable to any additional main extensions added to the terminus of the new main constructed by the Developer herein. Recovery shall be applicable only to new service and/or main connections intersecting the subject main between its start point and its terminus. In no case shall the terms of this contract be applicable to the District or any of its projects to improve the overall system of the District. In any case, only the owners of the property labeled and described hereinabove as Subject Parcel, their heirs, successors, or assigns are liable for charges pursuant to the terms of this contract.
6. **PRO-RATA SHARE:** The total fair pro-rata share to be collected from the Subject Parcel is a total of \$\_\_\_\_\_.
7. **METHODOLOGY:** Given the inequitable distribution of front footage among the benefiting lands along \_\_\_\_\_ Rd., and the uniformity of zoning among the benefiting properties, the "area method" of calculating relative benefit of the improvements is applied in this case, to determine the pro-rata share charge applicable to the Subject Parcel.

Said charge was calculated by dividing the total project cost by the total number of benefiting acres yielding a charge of \$\_\_\_\_\_ per acre. Said per acre charge was then multiplied by the \_\_\_\_\_ acres comprising the Subject Parcel.

The resulting total charge of \$\_\_\_\_\_ shall be additional to any other fees or costs charged or levied by the District in association with hereafter providing water service to the Subject Parcel. Said charge is final and determinative for the purposes of this contract and shall not be subject to any re-calculation based on actual or alleged "new information". The charge shall not be "negotiable" nor subject to any re-calculation of areas, rates, or methods of applicability.
8. **RECOVERY LIMIT:** The maximum amount recoverable by the Developer under this contract is \$\_\_\_\_\_.
9. **APPLICATION:** Said charge shall be applicable to the lands hereinabove described as Subject Parcel(s) and shall be paid by the owners of said properties, their heirs, successors, or assigns, prior to any connection to or extension from that water main extension installed by the Developer herein. The Subject Parcel(s) shall not receive service from the District until said charge is paid in full.
10. **DELIVERY:** The funds collected by the District pursuant to this contract - less no more than 10% to cover the actual cost of collection and the administration of this contract - shall be disbursed to the Developer, its heirs, successor's or assigns, at such address as provided by the Developer, or as may be changed by the Developer upon written notice to

the District. The Developer herein may assign or convey her rights to collection of said funds to other parties upon written notice to the District. The District shall be provided with a signed copy of such assignment by the Developer. The initial address of Developer for delivery shall be:

---

---

11. **Until otherwise notified, the District shall make checks payable to " \_\_\_\_\_" who hereby assumes sole responsibility for any and all subsequent distribution of funds to other participating owners.**
12. **ADMINISTRATIVE COSTS:** the District may reduce the amount paid to the Developer by amounts equaling no more than ten percent (10%) of the collected funds to cover the District costs of collection and/or the general administration of this contract.
13. **INABILITY TO DELIVER, CAUSE FOR FORFEIT:** In the event that the District, after collecting said recovery amount, and after due and diligent efforts to deliver said fund(s) to the Developer, her heirs, successors, or assigns, for a period not to exceed one year in duration, finds that it is unable to deliver said funds to the developer, her heirs, successors, or assigns, the rights of the Developer to collect said funds shall will be forfeit, and shall terminate ninety (90) days after publication in a local newspaper of record for two consecutive issues of said paper of a Public Notice advising that the funds are available and will be forfeited upon a date specified if not claimed.
14. **FUTURE USE:** No owner(s) of the Subject Parcel(s) shall be granted permission, or be otherwise authorized by the District to connect to or use the above described water main extension during the said 15-year period without first paying the above specified charge to the District in addition to any and all other costs and charges made or assessed for such connection or use. Present or future owners of the Subject Parcel, under this contract agreement, shall not be permitted by the District to indirectly access through, private easements, any other water mains of the District. All future main extensions into the Subject Parcel(s) shall be subject to this contract.
15. **PAYMENT DUE DATE:** All amounts received by the District pursuant to this recovery agreement, less reasonable collection costs, shall be paid (mailed) to the Developer, her heirs, successors, or assigns within 60 working days after receipt thereof by the District.
16. **TERMINATION:** At the end of the 15 year period, this agreement shall automatically terminate and be null and void. Any funds or charges collected by the District over and above the amount due to Developer or any such funds collected by the District after said 15 year period expires shall belong to the District.
17. **DURATION:** As it pertains to the responsibility of the owners of the Subject Parcel(s) hereinabove described, their heirs, successors, or assigns, the terms of this contract shall run with the land and shall be binding on all parties having or acquiring any right, title, or

interest in the Subject Parcel(s) or any part thereof. As it pertains to the Developer herein, the rights of collection under this contract shall not run with the land and shall inure solely to the person of the Developer, her heirs, successors, or assigns as may be designated or disclosed to the District.

18. **INDEMNIFICATION:** Developer herein agrees to indemnify and hold the District harmless in any legal challenge to the sufficiency, fairness, timeliness, or enforceability of this contract. Any and all costs associated with any defense of or challenge to this contract or any parts thereof shall be at the sole cost and expense of Developer, its heirs, successors or assigns seeking to protect the recovery herein specified. The above indemnification and hold harmless clause shall apply to the District and any of its employees, agents, or officials individually and severally.
19. **SEVERABILITY:** In the event that any part of this contract shall be found invalid or inapplicable by a court of competent jurisdiction, such finding shall in no way affect any other parts or remainder thereof.

#### PROJECT COST SUMMARY

1.	Engineering_____ (Name of Firm)	\$ _____
2.	District (billed invoices)	\$ _____
3.	District (incurred; not yet billed) - additional professional services and recording fees	\$ _____
4.	Construction labor & materials, including taxes: _____ (Name of Contractor)	\$ _____
6.	Lab fees:	\$ _____
8.	Developer's, miscellaneous expenses: finance costs, administrative time efforts and out of pocket expenses:	\$ _____
-----		
TOTAL PROJECT COST =		\$ _____

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

Freeland Water and Sewer District:

By: \_\_\_\_\_  
Commissioner:

By: \_\_\_\_\_  
Commissioner:

By: \_\_\_\_\_  
Commissioner:

Owner: \_\_\_\_\_  
By (print name):

Owner: \_\_\_\_\_  
By (print name):

**ACKNOWLEDGEMENT:**

STATE OF WASHINGTON )  
 ) SS  
County of ISLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary public in and for the State Of Washington, Duly Commissioned and Sworn, personally appeared

\_\_\_\_\_, to me known to be the \_\_\_\_\_ of the \_\_\_\_\_, the Washington municipal corporation which executed the foregoing instrument and acknowledged the execution of said instrument to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ were/was authorized to execute said instrument for said corporation and that the seal affixed (if any) is the seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington.



Residing at \_\_\_\_\_ .  
My commission expires on \_\_\_\_\_ .

**ACKNOWLEDGEMENT:**

STATE OF WASHINGTON )  
 ) SS  
County of ISLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary public in and for the State Of Washington, Duly Commissioned and Sworn, personally appeared

\_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Freeland Water and Sewer District, the Washington municipal corporation which executed the foregoing instrument and acknowledged the execution of said instrument to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ were/was authorized to execute said instrument for said corporation and that the seal affixed (if any) is the seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_ .  
My commission expires on \_\_\_\_\_ .

## **APPENDIX P**

### **WATER USE EFFICIENCY PERFORMANCE REPORTS**

## Water Use Efficiency Annual Performance Report - 2018

WS Name: HARBOR HILLS COMMUNITY WATER

Water System ID# : 33860

WS County: ISLAND

Report submitted by: A Campbell

### Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not fully metered - Current status of meter installation:

### Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period: 01/01/2018 To 12/31/2018

Incomplete or missing data for the year? No

If yes, explain:

### Distribution System Leakage Summary:

Total Water Produced and Purchased (TP) – Annual Volume	22,487,000 gallons
Authorized Consumption (AC) – Annual Volume	20,887,163 gallons
Distribution System Leakage – Annual Volume TP – AC	1,599,837 gallons
Distribution System Leakage – Percent DSL = $[(TP - AC) / TP] \times 100$	7.1 %
3-year annual average	5.9 %

### Goal-Setting Information:

Date of Most Recent Public Forum: 06/30/2016 Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process

### WUE Goals:

Customer Goal (Demand Side):

*reduce use by 1% by 2021*

### Describe Progress in Reaching Goals:

Customer (Demand Side) Goal Progress:

### Additional Information Regarding Supply and Demand Side WUE Efforts

Include any other information that describes how you and your customers use water efficiently:

*public conservation education, daily water data comparisons*

**Do not mail, fax, or email this report to DOH**

## Water Use Efficiency Annual Performance Report - 2017

WS Name: HARBOR HILLS COMMUNITY WATER

Water System ID# : 33860

WS County: ISLAND

Report submitted by: A Campbell

### Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not fully metered - Current status of meter installation:

### Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period: 01/01/2017 To 12/31/2017

Incomplete or missing data for the year? No

If yes, explain:

### Distribution System Leakage Summary:

Total Water Produced and Purchased (TP) – Annual Volume	23,966,000 gallons
Authorized Consumption (AC) – Annual Volume	22,603,646 gallons
Distribution System Leakage – Annual Volume TP – AC	1,362,354 gallons
Distribution System Leakage – Percent DSL = $[(TP - AC) / TP] \times 100$	5.7 %
3-year annual average	5.3 %

### Goal-Setting Information:

Date of Most Recent Public Forum: 06/30/2016 Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process

### WUE Goals:

Customer Goal (Demand Side):

reduce use by 1% by 2021

### Describe Progress in Reaching Goals:

Customer (Demand Side) Goal Progress:

### Additional Information Regarding Supply and Demand Side WUE Efforts

Include any other information that describes how you and your customers use water efficiently:

**Do not mail, fax, or email this report to DOH**

## Water Use Efficiency Annual Performance Report - 2016

WS Name: HARBOR HILLS COMMUNITY WATER

Water System ID# : 33860

WS County: ISLAND

Report submitted by: Andy Campbell

### Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not fully metered - Current status of meter installation:

### Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period: 01/01/2016 To 12/31/2016

Incomplete or missing data for the year? No

If yes, explain:

### Distribution System Leakage Summary:

Total Water Produced and Purchased (TP) – Annual Volume	20,077,000 gallons
Authorized Consumption (AC) – Annual Volume	19,077,904 gallons
Distribution System Leakage – Annual Volume TP – AC	999,096 gallons
Distribution System Leakage – Percent DSL = $[(TP - AC) / TP] \times 100$	5.0 %
3-year annual average	6.2 %

### Goal-Setting Information:

Date of Most Recent Public Forum: 06/30/2016 Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process

### WUE Goals:

Customer Goal (Demand Side):

*reduce use by 1% by 2021*

### Describe Progress in Reaching Goals:

Customer (Demand Side) Goal Progress:

*estimated 1% saved*

### Additional Information Regarding Supply and Demand Side WUE Efforts

Include any other information that describes how you and your customers use water efficiently:

*public conservation education, daily water data comparisons, rate structure reviews*

**Do not mail, fax, or email this report to DOH**



## **APPENDIX Q**

### **WATER SHORTAGE RESPONSE PLAN**

## WATER SHORTAGE RESPONSE PLAN

### A. PLAN OVERVIEW

This plan shall be used in conjunction with the Water Conservation Plan and Emergency Response Plan included herein (Appendix M and Appendix R, respectively).

### B. IMPLEMENTATION

This plan shall be implemented based on the following two degrees of short-term water shortage: moderate (supply deficiency), and severe (operating emergency). With the present service area, well capacity, and pump operating characteristics, it is not anticipated that any additional steps to those included in the Water Conservation Plan would be implemented to address a minor shortage as defined in the Washington Department of Health publication, Guidelines for the Preparation of Water Shortage Response Plans, June 1988.

#### **Moderate Supply Deficiency:**

A supply deficiency shall be considered to exist when:

- (1) The static water depth, as adjusted for barometric pressure changes in the well falls by more than 6-inches from the previous reading,
- (2) The well supply is unable to meet fully the maximum day demand as indicated by the failure of the storage reservoir to recover to the "full" mark over a three day period, or
- (3) The County declares the area to be under the influence of a prolonged drought and requests stringent water conservation measures.

The response to a supply deficiency shall be to implement a 2-stage water conservation program as outlined below. The Stage-1 program is assumed to be in place as part of an ongoing Water Conservation Program [when fully implemented in the future].

#### **Severe Operating Emergency:**

An operational emergency shall be defined by:

- a) Multiple well pump failure, multiple booster pump failure, other major component failure, or
- b) An extended period without availability of electrical power if the fuel supply for the emergency generator is less than one-third full, or

- c) The depletion of stored water by more than 60 percent by high water use, water main break, or other occurrence.

The response to an operating emergency shall be to implement a Stage-3 water conservation program as outlined below. Portions or all of a Stage-3 water conservation program may be implemented if a Stage-2 program is ineffective.

#### STAGE-2 WATER CONSERVATION PROGRAM

- 1) Restrict lawn sprinkling and car washing to a maximum of one day per week. Special allowance may be made for new lawns or landscaping such as twice per week watering. Restrict lawn watering to early morning or late evening. If the duration of the supply deficiency is expected to be only a few days, ban lawn watering and car washing for a fixed period.
- 2) Restrict water main flushing to emergency purposes, e.g. a water quality problem.
- 3) Monitor lawn watering to prevent wastage, e.g. runoff into the street. Monitor use of automatic lawn sprinkler systems to ensure once per week operation and minimum application time.
- 4) Perform special water audit to detect system leaks.
- 5) Perform a cursory water use inspection of customer premises to determine if water is being wasted. Inspection may be initiated in response to the complaints of other customers about water wastage. Inspection may be limited to conversation with the homeowner about water use and conservation practices.
- 6) If a prolonged period of water shortage is anticipated or encountered, institute a temporary water rate surcharge to encourage conservation [after all meters are installed].

#### STAGE-3 WATER CONSERVATION PROGRAM

- 1) Ban all water use not required for public health: the ban would include all lawn sprinkling and car washing.
- 2) Suspend all water main flushing.
- 3) Suspend all filling of swimming pools, i.e., use of make-up water.
- 4) Reduce system pressure by adjusting booster pump on and off settings.

- 5) Perform a water use inspection of all customers to determine if water is being wasted. Inspection should be based on conversation with the resident and an observation of outdoor water use.

If **necessary**, operation of transient, non-community activities such as camping, motels and restaurants can be suspended. All available water would be allocated to full-time residential customers.

**Public Notification:**

Notification of the implementation of a Stage-2 Water Conservation Program shall be by mail. The letter shall include an explanation of the reason for the program, the anticipated duration of the program, and a list of conservation actions.

Notification of a Stage-3 Water Conservation Program shall be first by telephone or door-to-door contact with residents, followed by a hand-delivered or mailed letter that includes an explanation of the reason for the program, the anticipated duration of the program, a list of conservation actions, and the fine for wastage.

**Enforcement:**

Enforcement of the Stage-2 Water Conservation Program will be primarily through an appeal for voluntary compliance.

Enforcement of a Stage-3 Water Conservation Program will first be through an appeal for voluntary compliance, then through shut-off of the service. The decision to shut off service should consider the need to protect the system from potential contamination by preventing loss of water system pressure resulting from supply inadequacy.

**APPENDIX R**

**CROSS-CONNECTION CONTROL PROGRAM**

Date

Name

Address

PO Box 219

Freeland, WA 98249

REGARDING: Annual Testing of Backflow Prevention Devices – Address,  
Account XXXX

To Whom It May Concern:

I am writing this letter as a service reminder that your Annual Testing of Backflow Prevention Devices was due in June 2018. Please provide a copy of your annual test report to the District upon completion. The testing and report requested is required by the District's Rules and Regulations and Washington State Department of Health WAC 246-290-490.

The District Rules containing the mandated "Cross connection Control Program" state: "Backflow prevention devices shall be inspected and tested by a certified tester annually, or more often where successive inspections indicate repeated failure. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. Said inspection and tests shall be the responsibility of the customer of the Water District and shall be completed at the customer's sole costs and expense. The customer shall keep records of inspection, tests and repairs. When any prevention backflow device is tested by a certified tester, and approved, it shall be tagged by the certified tester and in a form sufficient to allow the Water District to determine when said test was performed and approved. Records of all such tests and findings shall be transmitted to the District no later than 60 days after testing is completed. Failure of a customer or property owner to conduct or arrange for conducting all required testing may result in said testing being done or commissioned by the Water District at the expense of the customer or property owner, or when a health threat potential warrants, the District may immediately disconnect service to any premises suspected of presenting a threat due to cross connections. "Certified tester," means a person certified by the State Department of Health (DOH) or other agency so charged, to inspect and test Back-flow assemblies.

Your prompt attention to this matter is appreciated. If you've already made the arrangements, please disregard this reminder. Please contact me at 331-5792 if you have any questions regarding this matter.

Yours truly,

Terri Campbell  
Administrative Assistant



## **FREELAND WATER and SEWER DISTRICT**

### **PREVENTION OF CONTAMINATION CROSS-CONNECTION CONTROL CUSTOMER AGREEMENT**

Note: as used hereafter, the term "purveyor" means the Freeland Water and Sewer District, or "District".

The customer's plumbing system, starting from the termination of the District's water service meter shall be considered a potential high health hazard requiring the isolation of the customer's premise by a District approved, customer installed and maintained, air gap. The air gap shall be located as determined by the District. Water shall only be supplied to the customer through this District approved air gap.

Notwithstanding the aforesaid, the purveyor, upon assessing the risk of contamination posed by the customer's plumbing system and use of water, may allow the customer to connect to the District's water mains without an approved air gap. Permission for such connection to the District's mains service will be at the sole discretion of the District, and will be based on the following terms and limitations:

- 1) The customer agrees to take all measures necessary to prevent the contamination of the plumbing system within their premise and the purveyor's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any backpressure or backsiphonage condition, including the disruption of supply from the purveyor's system that may occur by reason of routine system maintenance or during emergency conditions, such as a water main break.
- 2) The customer agrees to install operate and maintain at all times their plumbing system in compliance with the current edition of the plumbing code having jurisdiction as it pertains to the prevention of contamination, and protection from thermal expansion due to a closed system that could occur with the present or future installation of backflow preventers on the customer's service and/or at plumbing fixtures.
- 3) For cross connection control or other public health related surveys, the customer agrees to provide free access for the employees of the purveyor to all parts of the premise during reasonable working hours of the day for routine surveys, and at all times during emergencies.
- 4) The customer agrees to install all backflow prevention assemblies requested by the purveyor, and to maintain those assemblies in good working order. The assemblies shall be of a type, size and make approved by the purveyor and the State/County Health Authority. The assemblies shall be installed in accordance with all standards established by the purveyor.
- 5) The customer agrees to have all backflow prevention assemblies tested upon installation, annually thereafter or whenever requested by the purveyor, after repair and after relocation. All testing shall be done by a State Department of Health (DOH) certified

backflow prevention assembly tester (BAT). The results of the tests shall be reported within 30 days to the purveyor on a form provided by or approved by the purveyor.

- 6) The customer agrees to provide a Cross Connection plan to the purveyor within 30 days of connection. In which the customer will provide contact information for the certified tester responsible for the system's on going maintenance and operation. A copy of form is hereto attached.
- 7) The customers agrees to obtain prior approval from the purveyor for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the purveyor for cross connection control.
- 8) The customer acknowledges the right of the purveyor, in keeping with changes to State regulations, or the purveyor's risk management policies. to impose retroactive requirements for additional cross connection control measures.
- 9) The customer acknowledges the right of the purveyor to discontinue water supply within 72 hours of giving notice, or a lesser period of time if required to protect the public health, if the customers fails to cooperate in the installation, maintenance, repair, inspection or testing of backflow prevention assemblies or air gaps required by the purveyor.
- 10) The customer agrees to indemnify and hold harmless the purveyor for all contamination of the customer's plumbing system or the purveyor's distribution system that results from an unprotected or inadequately protected cross connection within their premise. This indemnification shall pertain to all backflow conditions that may arise from the purveyor's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the customer to provide adequate facilities to collect, store and pump water for their premise.
- 11) The Customer specifically agrees to install and maintain at all times their plumbing system in compliance with the most current edition of the plumbing code having jurisdiction as it pertains to the prevention of water system contamination, prevention of pressure surges and thermal expansion in their water piping. For thermal expansion.
- 12) Further, the Customer agrees not to make any claim against the District or its agents or employees for damages and/or loss of production, sales or service, in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water system.

CUSTOMER Signature (owner/tenant)

---

date

CUSTOMER Signature (owner/tenant)

---

date



**FREELAND WATER AND SEWER DISTRICT**  
**CROSS CONNECTION CONTROL PLAN**

**Name of Legal Owner** \_\_\_\_\_

**Owner's Mailing Address** \_\_\_\_\_  
\_\_\_\_\_

**Owner's Phone Number** \_\_\_\_\_

**PROPERTY NAME** \_\_\_\_\_

**ADDRESS OF PROPERTY** \_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED TESTER** \_\_\_\_\_

**CERTIFIED TESTER ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED TESTER PHONE** \_\_\_\_\_

**CERTIFIED TESTER CERTIFICATION NUMBER** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Owner**

Date \_\_\_\_\_

**FREELAND WATER AND SEWER DISTRICT  
PO BOX 222, FREELAND WA 98249  
PHONE: (360)-331-5566**

**CROSS CONNECTION CONTROL PLAN CHECKLIST**

- 1.** Install District approved Back Flow Prevention devise.
- 2.** Have Back Flow Prevention Devise tested by a certified tester.
- 3.** Certified Tester to provide Backflow Prevention Assembly Test Report to the District within 30 day of test. The report must include the following items.
  - a. Name of Legal Owner
  - b. Mailing address of Owner
  - c. Phone Number of Owner
  - d. Name of Premises/Property
  - e. Address of Property
  - f. Location of Assembly
  - g. Assembly Type and Manufacturer
  - h. Model, size and Serial Number
  - i. Results of test
  - j. Date of Test
  - k. Date of Retest if repairs made or test failed.
  - l. Name, Address, phone number(s) and signature of Certified Tester and their Certification Number.
- 4.** It is the responsibility of the Owner to comply with the annual testing requirements.

**RESOLUTION NO. 01-1**  
**CROSS-CONNECTION CONTROL PROGRAM**

A RESOLUTION of the Board of Commissioners of the Freeland Water District, Island County, Washington, a Washington State Municipal Corporation, Declaring Cross-connections to be Unlawful Unless Protected by a Backflow Prevention Device; Requiring Installation of Backflow Devices; Requiring Annual Testing of Backflow Prevention Devices; Regulating the Use of Water Supplies; Adopting Rules and Regulations and Procedures; Requiring Inspections; Providing for Abatement of Unlawful Cross-Connections and Installations of Backflow Prevention Devices; Providing Penalties for Violations.

WHEREAS, the Commissioners of Freeland Water District, Island County, Washington, have determined that cross-connections in and to the public water supply pose a potential hazard to water quality within the District; and

WHEREAS, the installation of backflow prevention devices to counteract back pressure or prevent siphonage into the public water system are necessary for the public health, welfare and safety; and

WHEREAS, the Commissioners believe that the existence or possible existence of cross-connections pose a threat and danger to the public water supply system; and

WHEREAS, the Commissioners believe that a plan to control the dangers presented by the cross-connections must be implemented; and

WHEREAS, the Commissioners believe that reasonable penalties should be implemented to enforce the plan for the control of connections;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Freeland Water District, Island County, Washington, as follows:

Section 1. Definitions: The following definitions shall apply to this resolution:

1. Backflow. A flow, other than the intended direction of flow, of any foreign liquids, gases or substances into the distribution system of a public water supply.
2. Backflow Prevention Device. A device, approved by the Sate of Washington, Department of Health, or such other state department as shall have jurisdiction over the subject matter, and by the American Water Works Association, used to counteract back pressure or prevent siphonage into the distribution system of a public water supply.
3. Cross-Connection. Any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, reclaimed water line, drain, conduit, pool, storage reservoir, irrigation lines, fire sprinkler systems, plumbing fixtures or other device or system, which contains or may contain contaminated water, sewage or other wastes or liquids, gases or contaminated air, of unknown or unsafe quality, which may be capable of imparting contamination to a public water supply as a result of backflow, back pressure, by-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which or because of which,



## FREELAND WATER DISTRICT -- Cross-Connection Control Program

backflow could occur are considered to be cross-connections.

4. Public Water Supply. Any system or water supply intended or used for human Consumption or other domestic use, including source, treatment, storage, transmission and distribution facilities where water is furnished to any community, to a collection or number of individuals or is made available to the public for human consumption or domestic use, but excluding water supply serving a single residence.
5. Service. A connection between a water supplier's distribution system and the customer's system, except when the customer's system distributes to more than one single-family dwelling, then each dwelling shall be considered as a service connection.

Section 2. Cross-Connection Declared Unlawful. Pursuant to WAC 246-290-490 (1), the installation or maintenance of a cross-connection is hereby prohibited, unless protected by a backflow prevention device pursuant to WAC 246-290-490 (2).

Section 3. Backflow Prevention Devices to be Installed. Backflow prevention devices shall be installed as decided and/or directed by the District, either at the service connection, and/or within any premises, and/or at any other location determined by the District whenever the existence or potential existence of a cross-connection posing a potential threat or hazard to the public health via water supply contamination. All costs of compliance with this section shall be the responsibility of the customer, owner, or developer as the case may be. Said determination shall be made by the Water District pursuant to the rules and regulations of WAC 246-290-490 and the American Water Works Association, Pacific Northwest Section's Sixth Edition of "Accepted Procedure and Practice in Cross-Connection Manual", "Water Reclamation and Reuse Manual" issued jointly by the Department of Health and Department of Ecology 1997 and "The Criteria for Sewage Works Design" Department of Ecology 1998. Backflow prevention devices required by this section shall be installed under the supervision and with the approval of the Water District. The device shall be located in an area readily accessible for maintenance and testing and where no part of the device will be submerged.

Section 4. Annual Testing of Backflow Prevention Devices. Backflow prevention devices shall be inspected and tested by a certified tester annually, or more often where successive inspections indicate repeated failure. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. Said inspection and tests shall be the responsibility of the customer of the Water District and shall be completed at the customer's sole costs and expense. The customer shall keep records of inspection, tests and repairs. When any prevention backflow device is tested by a certified tester, and approved, it shall be tagged by the certified tester and in a form sufficient to allow the Water District to determine when said test was performed and approved. Records of all such tests and findings shall be transmitted to the District no later than 60 days after testing is completed. Failure of a customer or property owner to conduct or arrange for conducting all required testing may result in said testing being done or commissioned by the Water District at the expense of the customer or property owner, or when a health threat potential warrants, the District may immediately disconnect service to any premises suspected of presenting a threat due to cross connections. "Certified tester" means a person certified by the State Department of Health (DOH) or other agency so charged, to inspect and test Back-flow assemblies.

Section 5. Regulation of Water Supplies. Use and operation of any private water supply system when said system is connected in any way to the public water supply system is hereby prohibited, unless approved, in writing, by Freeland Water District.



## FREELAND WATER DISTRICT -- Cross-Connection Control Program

Section 6. Adoption of Rules, Regulations, and Procedures. Rules and regulations of the State Board of Health regarding public water supplies, entitled "Cross-Connection Control Regulation in Washington State", WAC 246-290-490 and the American Water Works Association, Pacific Northwest Section's Fifth Edition of "Accepted Procedure and Practice in Cross-Connection Manual" as they presently exist and as they may, from time to time, be amended in the future, are hereby adopted and made part of this resolution as if fully set forth therein. If any part of these publications or rules and regulations are inconsistent with this resolution, the terms of this resolution shall apply. This resolution shall constitute the District's Cross-Connection Control Program pursuant to WAC 246-290-490 (1)(b).

Section 7. Adoption of Rules, Regulations, and Procedures. The Water District designates and adopts by reference the following rules, regulations and procedures:

1. "Cross Connection Control" Chapter 246-290-490 WAC
2. "Cross Connection Control Manual" AWWA PNWS Sixth Edition
3. "Water Reclamation and Reuse Standards (Section 1, Art 12 section 3)" Washington Dept of Health and Washington Dept of Ecology 1997
4. "Criteria for Sewage Works Design (Chapter E1-3.4)" Washington Department of Ecology 1998

These references are adopted as they presently exist and as they may, from time to time, be amended. If any part of these publications or rules and regulations are inconsistent with this resolution, the terms of this resolution shall apply. This resolution shall constitute the District's Cross-Connection Control Program pursuant to WAC 246-290-490 (1)(b).

Section 8. Inspection for Cross-Connections. The Water District may inspect premises periodically, or more often as deemed necessary by repeated failure or potential hazards. Such inspections may be at the expense of the customer or property owner. The District will notify, in writing, the person in whose name the water service is established under the records of Freeland Water District and in accordance with the notice provisions of Section 7 of this resolution, of the work or improvements required to correct any potential hazard. Failure to allow such an inspection within ten (10) days of the mailing of a notice of said inspection shall be grounds for the discontinuance of water service to the premises without further notice. In cases where an immediate health threat is suspected, the District may conduct inspections without notice upon oral or written presentation of credentials to any party or occupant in sufficient enough control of the premises to allow physical access. Alternatively, if denied inspection access, the District may immediately shut off service to the premises.

Section 9. Abatement of Unlawful Cross-Connections and Installation of Backflow Prevention Devices. Any violation of the provisions of this resolution is hereby declared to be a violation of the rules and regulations of Freeland Water District and, pursuant to the authority given it in WAC 246-290, and pursuant to the powers granted it in the Revised Code of Washington, Chapter 57, such violation shall be abated as follows:

1. In the event that the Water District determines that a violation does exist, written notice to Section 7, Paragraph B, shall be sent to the person in whose name the water system is established under the records of Freeland Water District, or, alternatively, a copy of such written notice shall be posted on the premises served.
2. The notice shall fully describe the violations to be corrected and shall demand that the customer contact the Water District, in writing, within ten (10) days from the date of said notice, to acknowledge receipt of the notice and to present to the Water District a plan to correct the violations. The notice shall state that water service to the premises



## FREELAND WATER DISTRICT -- Cross-Connection Control Program

may be discontinued if the customer does not appear, to acknowledge receipt of the notice and present a plan for the correction of the violations within the ten (10) day period set forth in the notice or within the period of time all owed for presentation of the plan pursuant to Paragraph 3.

3. The Water District is hereby authorized to allow the customers a reasonable period of time after their appearance to present the plan of correction of the violations. The plan shall include a statement of what the customer is going to do to correct the violation or violations, the materials and parts to be used for the corrections, the name of the person or firm that will make the corrections and a time table for the completion of the corrections. The Water District then shall either approve or disapprove the plan, in writing, as follows:
  - a. If approved, the plan shall be carried out by the owner according to the terms and within the time period allowed in the plan. In the event the corrections are not made in accordance with the plan and within the time period allowed in said plan, the District shall give a ten (10) day written notice to the customer(s) requiring them to correct the violations in accordance with the terms and conditions of the plan, or water service will be discontinued to the premises.
  - b. If disapproved, the Water District shall notify the customer, in writing, in accordance with the provisions of Paragraph A of this Section that said violations must be corrected within a prescribed time of ninety (90) days or less, unless the District determines that it is unreasonable to require the correction within ninety (90) days, in which event a longer time period may be allowed.
4. The Water District is hereby authorized to require that interim measures be taken by the customer until said violation is fully corrected. Said measures shall be fully described in the plan for correction agreed to by the customer and the Water District.
5. In addition to the other remedies provided for herein, in the event that the violations present an immediate danger of contamination to the public water supply, service from the District's water supply system to the premises may be terminated without prior notice, provided, however, notice will be posted on the premises at the time service is discontinued.

Section 10. Penalties. In addition to the remedies set forth herein, any person who violates any of the provisions of this resolution shall be subject to the following penalties:

1. For the first shut-off, the penalty shall be \$50, (Fifty Dollars, U.S.).
2. For any subsequent shut-off, within one (1) year of previous shut-off, the fine/penalty shall be \$150 (One hundred fifty dollars, U.S.), plus the cost of installation of a flow and backflow prevention device.

Section 11. Compliance. All acts by any officer, agent or employee of Freeland Water District carried out pursuant to this resolution and the applicable provisions of WAC 246-290 are discretionary to the District which assumes no liability or responsibility consequent to any permission, certificate of inspection, inspection, or approval authorized herein, or issued or given as herein provided, or in consequence of anything done or not done, or acts performed pursuant to any provision of this Resolution. The District shall incur no

FREELAND WATER DISTRICT -- Cross-Connection Control Program

liability nor accept any responsibility for losses or damages due to discontinuance of service to any customer for failure to comply with this cross-connection control program.

ADOPTED at a regular meeting and duly noticed public hearing of the Board of Commissioners of Freeland Water District, Island County, Washington, on this \_\_\_\_\_. day of \_\_\_\_\_, 2001.

FREELAND WATER DISTRICT Board of Commissioners

\_\_\_\_\_  
Andrew Pringle Jr., President/Commissioner

\_\_\_\_\_  
Nolan A. Knickerbocker, Secretary/Commissioner

\_\_\_\_\_  
John C. A. Nestor, Commissioner

ATTEST:

\_\_\_\_\_  
Thomas J. Roehl, Planning Officer, Freeland Water District

# BACKFLOW PREVENTION ASSEMBLY TEST REPORT



**Commercial  
Fire Protection  
INC.**

17199 Bennett Road  
Mount Vernon, WA 98273  
Telephone: 360.848.9093  
Toll Free: 800.460.5990  
Fax: 360.848.1072  
commercialfire.net

NAME: **Holmes Harbor Sewer District**

SERVICE ADDRESS: **1200 E Antelope Drive Freeland, WA 98249**

LOCATION: **Utility room in office**

CROSS CONNECTION CONTROL FOR: **Building Water**

MANUFACTURER: **Watts** MODEL: **909QT** SIZE: **1"** SERIAL NO.: **356799**

ASSEMBLY TYPE	INITIAL TEST RESULTS	TEST AFTER REPAIR OR CLEANING
<b>RPBA</b> <input checked="" type="checkbox"/>  <b>RPDA</b> <input type="checkbox"/>	No. 1 Check: Closed tight ..... <input checked="" type="checkbox"/> <b>6.0</b> psid Leaked ..... <input type="checkbox"/> Relief Valve Opened ..... <b>3.4</b> psid No. 2 Check: Closed tight ..... <input type="checkbox"/> Leaked ..... <input type="checkbox"/> <b>OK</b> psid Passed Test: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	No. 1 Check: Closed tight..... <input type="checkbox"/> _____ psid Leaked..... <input type="checkbox"/> _____ psid Relief Valve Opened ..... _____ psid No. 2 Check: Closed tight..... <input type="checkbox"/> _____ psid Leaked..... <input type="checkbox"/> _____ psid Passed Test: Yes _____ No _____
<b>DCVA</b> <input type="checkbox"/>  <b>DCDA</b> <input type="checkbox"/>	No. 1 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> _____ psid No. 2 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> _____ psid Passed Test: Yes _____ No _____	No. 1 Check: Closed tight..... <input type="checkbox"/> _____ psid Leaked..... <input type="checkbox"/> _____ psid No. 2 Check: Closed tight..... <input type="checkbox"/> _____ psid Leaked..... <input type="checkbox"/> _____ psid Passed Test: Yes _____ No _____
<b>PVB</b> <input type="checkbox"/>  <b>SVB</b> <input type="checkbox"/>	Air Inlet: Opened..... _____ psid Failed to open..... <input type="checkbox"/> Check Valve: Held at..... _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____	Air Inlet: Opened..... _____ psid Failed to open..... <input type="checkbox"/> Check Valve: Held at..... _____ psid Leaked..... <input type="checkbox"/> Passed Test: Yes _____ No _____
<b>AG</b> <input type="checkbox"/>	Minimum Separation: Yes _____ No _____	<b>PLEASE RECORD REPAIR OR CLEANING INFORMATION IN SECTION BELOW</b>

NEW INSTALL ☐ EXISTING ☒ REPLACEMENT ☐ OLD SERIAL NO. \_\_\_\_\_  
 IS THIS A PROPER INSTALLATION? YES ☒ NO ☐ CUSTOMER NOTIFIED? YES ☒ NO ☐  
 WATER FOUND: ON ☒ OFF ☐ WATER LEFT: ON ☒ OFF ☐ DETECTOR METER READING: \_\_\_\_\_ LINE PRESSURE: **75**  
 Test Equipment: Make **Mid-West** Model **835** Serial # **11171731** Accuracy Verification Date: **08-10-2018**  
 TEST METHOD: USC 10<sup>TH</sup> Edition ☒ CONFINED SPACE ☐ PERMIT REQUIRED: YES \_\_\_\_\_ NO \_\_\_\_\_  
 REMARKS:

**Customer reported 01/08/19 that assembly leaking from bottom; relief valve dripping on arrival - BT**

**Rebuilt #1 CV & replaced RV check rubber; retested: PASS - BT**

Initial Test By: **Brian Taitano** Cert. No. **B6431** Date **01-10-2019**

Repaired By: \_\_\_\_\_ Date \_\_\_\_\_

Repair Test By: \_\_\_\_\_ Cert. No. \_\_\_\_\_ Date \_\_\_\_\_

I CERTIFY THE ABOVE REPORT TO BE TRUE: Certified \_\_\_\_\_  
 Signature *Brian Taitano*



**APPENDIX S**

**EMERGENCY PLAN**

## EMERGENCY RESPONSE PLAN

### A. PLAN OVERVIEW

This Emergency Response Plan covers the emergency repair of the water system infrastructure, and the response to low pressure and water quality complaints.

This plan will be used in conjunction with the Water Conservation Plan and Water Shortage Response Plan developed for the Water System Plan and included in the Management & Operations Manual.

This plan assumes the construction of the following facilities financed by a 2004 DWSRF loan:

- Two 105,000 gallon concrete reservoirs
- Booster pump station for domestic and fire flow
- Water treatment to remove iron, manganese and arsenic
- Connection of one new and two existing wells to new reservoirs

The volume of reservoir storage is adequate to serve 227± users from 4 to 5 days.

### B. EMERGENCY TELEPHONE NUMBERS AND PERSONNEL

Response to all emergencies may be initiated by calling 9-1-1; the Island County Sheriff Department maintains a list of persons to contact for water systems.

Direct contact is through the following contract operator:

~~B & W Pump Company~~ *Whidbey Water Services* Tel: ~~(360) 331-7388~~  
~~18181 S.R. 525~~ *1667 Roberta Ave*  
Freeland, WA 98249 *360-331-5566*

The booster pump and treatment building is equipped with an auto-dialer/alarm monitor.

### C. NOTIFICATION OF LOCAL AUTHORITIES

The following agencies shall be notified by a Commissioner, where required by statute, to request assistance, or to provide information for public inquiries:

~~Ms. Jolyn Leslie, PE~~ *Denis Mehinagic* (253) 395-6762 *6764*  
Regional Engineer  
WA Department of Health

Keith Higman (360) 679-7350 *7345*  
Island County Health Dept.

County Engineer (360) 679-7300 *7331*  
Island County Engineering Dept.

## D. VULNERABILITY ASSESSMENT

The most likely emergencies will include the following:

- Complaint of low pressure
- Water main leak or break
- Complaint about water quality and/or positive bacteriological result from routine monitoring

Major and or wide-spread system failure may occur from the following:

- Fire at the well house
- Landslides due to flooding
- Earthquake
- Chemical contamination of sources of supply

## E. EMERGENCY RESPONSE

### Complaint of low pressure

Complaints of low pressure should be referred to the system operator. The operator should include the following actions in his investigation of the complaint:

- Verify that the source of supply pressure is normal.
- Reservoir is full
- Booster pump discharge pressures are in normal range
- Establish if low pressure is only apparent at the customer making the complaint. This may be done by checking the pressure at the meter to the customer making the complaint (remove meter and install pressure gauge), and the meter at the nearest customer.
- If the low pressure occurs at more than one home, check the distribution system for closed valves or leaks/breaks.
- If the low pressure is limited to one customer, check for closed main cock, leaking service pipe, or blocked meter or faulty meter check valve.
- If the pressure is normal at meter, recommended that customer contact plumber.

DO NOT undertake work on private property to correct a problem in the customer's plumbing system.

### Water main leak or break

All system repairs will be done by System Operator where possible.

The system operator (contractor) has equipment and parts to accomplish most foreseeable repair work required in the system.

The contract operator usually maintains the following minimum supply of materials at the pump house to facilitate emergency repairs:

- Two lengths of 4, 6, and 8-inch AWWA C-900 Cl. 150 PVC pipe
- Two 4, 6 and 8-inch MJ ductile iron sleeves with joint materials
- 20 ft. each of 3/4 inch and 1-inch HDPE service tubing
- Brass fittings, connectors etc., for services
- Two 4 in. x 3/4 in service saddles and corp stops.
- 300 feet of 2.5-inch fire hose with two sets of coupling adapters to connect fire hose to 2-inch IPS fittings

When the work cannot be accomplished by the system operator, the contractors listed in the Management and Operations Manual should be contacted.

Whenever possible, leaks in mains and services should be repaired without the shut down of the water main.

A water main break may need to be shut down for repair. When isolating the section of broken pipe, leave at least one gate valve slightly open to allow water to flow out of the broken section of pipe until dewatering equipment can remove the water surrounding the broken section of pipe. This is done to prevent groundwater and dirt from entering the broken section of pipe.

In the event of a water main break that shatters a section of pipe or otherwise allows groundwater to enter the main, contamination of the water pipe shall be assumed. As part of the repair procedure, the water system shall be disinfected with a high concentration of chlorine (e.g., 200 mg/L for 2 hours), and then flushed. Following flushing, a bacteriological sample will be collected from the customer at the downstream end of the system.

The system operator shall verbally notify all affected water consumers about the break, the disinfection procedure, and the need to boil water used for consumption until a satisfactory bacteriological test result is obtained from the lab.

Where a customer cannot be contacted immediately, a written notice will placed on the front door handle, and a follow-up visit will be made to confirm that the customer received notice about the break.

Upon receiving a satisfactory bacteriological test result, the system operator will verbally notify all affected water consumers as noted above.

Follow the emergency disinfection procedures outlined in AWWA Standard "Disinfecting Water Mains".

Disinfect all repair material with a 5 percent solution of sodium hypochlorite (bleach). Add chlorine to the open trench section as a precautionary measure; working in a wet trench exposes repair parts to groundwater, mud, etc.

If groundwater enters the broken pipe, a full disinfection by the "slug" method may be necessary. The chlorine dose for this method should be at least 500 mg/L.

Following the repair of a main break that requires dewatering of the system, to that confirm water quality is maintained, collect bacteriological samples, one upstream and one downstream of the break.

If a long period of time is necessary for the repair of a main, it may be necessary to provide temporary water supply to customers by:

- Using garden hoses to connect homes with water to those without, usually through the back yard hose bibs, and
- Using fire hose to run a temporary service main, and making connection to each meter setter.

All hoses used to provide temporary service connections should be disinfected.

#### **Complaint about water quality and/or positive bacteriological result from routine monitoring**

With respect to water quality issues, if a complaint indicates system contamination, or the results of water quality analysis shows that any maximum contaminant level (MCL) is exceeded, the system operator and manager shall follow the procedures set forth in WAC 246-290-320 (Appendix P).

Additional guidance on dealing with water quality complaints may be obtained from the following two publications:

*Maintaining Distribution System Water Quality*, 1985, published by the American Water Works Association.

*Handling Water Quality Complaints*, 1978, California-Nevada Section, AWWA

*Backflow Incident Investigation Procedures*, 1996, Pacific Northwest Section, AWWA

Corrective action may include the following, depending on the nature of the complaint or quality problem:

- Door-to-door or telephone notification of customers
- County and state Department of Health notification
- Public notification per WAC 246-290-330 and the Coliform Monitoring Plan.

### Backflow Incident

Whenever the initial evaluation of a water quality complaint indicates that a backflow incident has occurred (potable water supply has been contaminated/polluted), may have occurred, or the reason for the complaint can not be explained as a "normal" aesthetic problem, a backflow incident investigation should be immediately initiated. It is wise to be conservative when dealing with public health matters.

Within 24 hours of knowledge of any incident of possible contamination of the potable water supply, both in the distribution system and/or in the customer's plumbing system, the state and county personnel listed above should be notified.

A backflow incident investigation is often a team effort. The investigation should be made or (initially) lead by the certified Cross Connection Control Specialist. The investigation team should include local health and plumbing inspectors.

General guidance on how to respond to a backflow incident may be obtained from the manual BACKFLOW INCIDENT INVESTIGATION PROCEDURES, First Edition, 1996, published by the Pacific Northwest Section, American Water Works Association, P. O. Box 19581, Portland, Oregon, 97280, telephone 877-767-2992 (toll free).

The following points are included for initial guidance for dealing with a backflow incident; the above manual BACKFLOW INCIDENT INVESTIGATION PROCEDURES should be consulted as soon as possible.

- As soon as possible, notify customers not to consume or use water. Start the notification with the customers nearest the assumed source of contamination (usually the customer(s) making the water quality complaint).
- Give consideration to the distribution system as a potential source of the contaminant (e.g., air valve inlet below ground).
- Do not start flushing the distribution system until the source of contamination is identified. Flushing may aggravate the backflow situation, and will likely remove the contaminant before a water sample can be collected to fully identify the contaminant.
- Conduct a house-to-house survey to identify the source or contamination and the extent that the contaminant has spread through the distribution system.
- Isolate the portions of the system that are suspected of being contaminated by closing isolating valves; leaving one valve open to ensure that positive water pressure is maintained throughout the isolated system.
- Be sure to notify all affected customers in the isolated area, then the other customers in the system.

The public health and plumbing authorities should deal with all customers that may have consumed the contaminant, or had their plumbing systems contaminated.

Develop and implement a program for cleaning the contaminated distribution system.

Identification of the source and type of contaminant, and cleaning of a distribution system could take several days.

Most chemical or physical contaminants can be flushed from the water distribution system or customer's plumbing system with adequate flushing velocity. This may not be the case where scale and corrosion deposits (e.g., tuberculation on old cast iron mains) provides a restriction to obtaining adequate flushing velocity, or a chemical deposit or bacteriological slime (biofilm) on which the chemical contaminant may adhere.

To remove a chemical or physical contaminant, it may be necessary to provide a physical cleaning, using foam swabs (pigs), and/or to alter the form or the chemical contaminant, e.g., through oxidation using chlorination, or addition of detergents.

When adding any chemical (including chlorine) to remove a contaminant, it is essential that the chemistry of the contaminant is fully understood. The wrong chemical reaction could make the contaminant more toxic, more difficult to remove, or both.

Where both a chemical and bacteriological contamination has occurred, disinfection should follow the removal of the chemical contaminant.

Where any bacteriological contamination is suspected, field disinfection should be done. To disinfect water mains using the "slug" or "continuous flow" method, a field units should be used for chlorine injection, such as a chemical feed - metering or proportioning pump for sodium hypochlorite.

## **F. GENERAL REFERENCE**

For major emergencies, such as those listed in the vulnerability assessment, emergency response procedures will need to be developed at the time of the emergency.

For general emergency planning, the following references should be studied before an emergency situation occurs:

*Emergency Planning for Water Utility Management (M19)*, Third Edition, 1994, published by the American Water Works Association.

## **APPENDIX T**

### **FWSD SERVICE POLICIES AND RULES AND REGULATIONS**



THE FREELAND WATER & SEWER DISTRICT  
TITLE  
RESOLUTION NO. 09-03  
AMENDING AND RE-ADOPTING DISTRICT RULES

A RESOLUTION amending and replacing the Rules and Regulations of the Freeland Water & Sewer District previously adopted under Resolution No. 08-08, relating to the municipal water supply system, regulating the use of water therefrom, fixing service rates, connection and other charges; establishing requirements for construction of line service connections, U.L.I.D. and private water, systems, setting enforcement provisions, providing a lien against premises for delinquent accounts; and adopting general specifications for water main extensions.

RECITALS

WHEREAS on October 27, 2008, The Freeland Water & Sewer District did adopt Resolution 08-08 as the new "rules and regulations" of the DISTRICT, governing modifications to the water system of the DISTRICT and establishing rates and fees for connection thereto and subsequent water consumption/use rates and technical specifications, which said Resolution took effect on October 27, 2008 and was subject to additions adopted in resolution no. 08-08.

WHEREAS The Freeland Water & Sewer District now wishes to further amend, re-adopt, and codify said "Rules and Regulations" of the DISTRICT as a consolidated single document;

NOW THEREFORE The Board of Commissioners of the FREELAND WATER & SEWER DISTRICT does hereby resolve as follows:

STATEMENT OF INTENT

1. These rules, regulations, specifications and policies apply to all existing, new, and additional services and system facility development or expansion, and water main extensions within the service area of the Freeland Water & Sewer District. This code is not exclusive and is now and may hereafter be, supplemented by other rules, codes, or resolutions of the DISTRICT. This Resolution will replace and supersede prior resolution 08-08.

EFFECTIVE DATE

This Resolution shall take effect as of the 21 day of September 2009

FREELAND WATER & SEWER DISTRICT - Board of Commissioners

Adopted this 21 day of September, 2009

  
Nolen A Knickerbocker, President/Commissioner

  
Eric Hansen, Secretary/Commissioner


  
Chuck Maddox, Commissioner

EXHIBIT - A

**FREELAND WATER & SEWER DISTRICT  
RULES AND REGULATIONS**

Per DISTRICT adopted Resolutions 08-08

**ARTICLE - I : GENERAL**

**SECTION 1.01 - DEFINITIONS**

As used herein, the following terms shall be defined as follows:

**"Application for Water"** shall refer to a standard form to be provided by the DISTRICT to summarize necessary information about the person(s) applying for water service and to relay pertinent information to said applicant regarding terms and conditions of service.

**"Approving Authority"** shall mean the approving authority for the several requirements of this code and shall be the DISTRICT.

**"Code"** shall mean this Water System Code or Rules of the Freeland Water & Sewer District as last amended.

**"Connection Charges"** are those charges or assessments applicable to property fronting on or benefiting from an existing water main of the DISTRICT, but which said property did not in any way previously pay a fair "pro-rata share" towards the construction of said water main constructed by the DISTRICT, or which said property is subject to an existing "recovery contract" between the DISTRICT and a DEVELOPER/OWNER who paid for the construction of said main, or, which said property was a non-participating or excluded property which benefited from a ULID which financed the construction of said main.

**"Commercial and Industrial property"** shall include, but not necessarily be limited to, retail and wholesale stores, offices and office buildings, medical or dental clinics, mixed use structures, warehouses, service stations, manufacturing facilities, garages, theaters, hotels, motels, restaurants, bars and taverns, banks, showrooms, barber and beauty shops, and any and all other structures or facilities not exclusively used for residential purposes.

**"District"** shall mean the Freeland Water & Sewer District, Freeland, Washington governed by an elected Board of Commissioners.

**"District Water System"** shall mean the water system belonging to and/or managed by the Freeland Water & Sewer District.

FREELAND WATER & SEWER DISTRICT - RULES, REGULATIONS & SPECIFICATIONS

1 **"Developer Extension"** shall mean the development, extension, or expansion of water or sewer  
2 facilities, mains, or improvements, initiated, paid for, and completed, by a developer or  
3 owner, or any party, benefiting therefrom under the supervision of the DISTRICT.  
4

5 **"District Engineer"** shall mean the Licensed Professional Engineer duly appointed or employed  
6 by the Freeland Water & Sewer District to provide professional engineering design,  
7 review, or management, services to the DISTRICT, or its designees.  
8

9 **"Equivalent Residential Unit (ERU) "** Shall mean the number of connection units represented  
10 by the actual or anticipated average daily water consumption rate of a project or use  
11 divided by the average daily consumption rate of single family residences within the  
12 DISTRICT over the past five year period.  
13

14 **"Local fire protection authority",** or "Fire Department" shall mean the fire district, directly  
15 responsible for the fire protection within the boundaries of the Freeland Water & Sewer  
16 District.  
17

18 **"Fire-flow"** Means the rate of water delivery needed for the purpose of fighting fires in addition  
19 to requirements for normal domestic maximum instantaneous demand as referenced in  
20 those rules or guidelines published by the State Department of Health entitled "Design  
21 standards for public water supplies."  
22

23 **"Hook-Up Fee":** See "Service Installation Fee"  
24

25 **"Institutional Property"** shall include, but are not necessarily limited to, places of worship,  
26 private schools, parochial schools, institutions of higher learning, public and private  
27 hospitals, nursing homes, lodges and fraternal orders, etc., unless the structure contains a  
28 function of a commercial or industrial nature.  
29

30 **"Living Unit" or "dwelling Unit"** shall mean a single family living area including a single  
31 family residence, an apartment, motel or hotel unit or a trailer or Mobile or Manufactured  
32 home site.  
33

34 **"Multiple Unit Commercial Property"** shall refer to a single structure constructed under one  
35 continuous roof and equipped for occupancy by more than one COMMERCIAL  
36 AND/OR INDUSTRIAL PROPERTY.  
37

38 **"Multiple Unit Residential Property"** shall refer to a single structure constructed under one  
39 continuous roof and equipped for occupancy by more than one LIVING UNIT and shall  
40 be synonymous with multi-family dwelling, high density dwelling, duplex, triplex,  
41 apartments, etc.  
42

43 **"Owner"** shall mean the person, partnership or corporation owning the particular PREMISES to  
44 which water is being or is to be furnished.  
45

1 **"Parcel"** shall mean an existing or proposed lot, tract, or property of record. Existing Parcels  
2 are those contained in the Assessor's plat of Island County which have been assigned  
3 descriptions, and numbers for tax purposes by the Island County Assessor. Proposed  
4 Parcels are those shown delineated or described in any proposed Plat, Short Plat, Site  
5 Plan, Planned Residential Development, or other form of subdivision, in process of being  
6 created.

7  
8 **"Premises"** is defined as the land and one building under one continuous roof together with such  
9 other service buildings as are used only by the occupants of the principal building,  
10 including rent-free guest houses occupied less than three months of the year EXCEPT  
11 that "Premises" may be otherwise defined in writing in a special contract between the  
12 OWNER and the DISTRICT for the furnishing of water to such PREMISES through a  
13 Water meter.

14  
15 **"Private service lines"** are defined as all water lines extending from a DISTRICT main which  
16 have not been formally conveyed to or accepted by the DISTRICT, or which are not  
17 located in public rights-of way nor in easements dedicated to the use of the Freeland  
18 Water & Sewer District.

19  
20 **"Project Engineer"** shall mean a professional engineer, licensed in and by the State of  
21 Washington who is engaged to provide professional engineering design, review, or  
22 management, testing, and certification services related to a specific water and/or sewer  
23 project. The project engineer may or may not also be the "DISTRICT Engineer".

24  
25 **"Public Hydrant"** shall mean a public fire hydrant so situated and maintained as to provide  
26 water for fire fighting purposes without restriction as to use. The location being such that  
27 it is accessible for immediate use of the FIRE DEPARTMENT.

28  
29 **"Public Property"** shall include civic buildings, public schools, playgrounds, public parks and  
30 appurtenances.

31  
32 **"Residential Property"** shall refer to those properties or premises intended for human  
33 habitation.

34  
35 **"Service Installation Fee"** is the base Hook-up fee charged by the DISTRICT for all new  
36 service connections to existing water mains owned and/or operated by the DISTRICT. It  
37 is the fee charged after all other obligations have been met and an OWNER wishes to  
38 have meter, meter box, and valve installed in order to commence the drawing of water  
39 from said main. The Fee does not include any of the costs of labor, parts or materials  
40 needed to effectuate a connection.

41  
42 **"Service Connection Charges"** - This is the sum total of all charges and fees and costs to which  
43 a particular parcel or property or premises is subject prior to being assured a supply of  
44 domestic water from the DISTRICT'S system.

**SECTION 1.02 - SPECIFICATIONS**

All construction specifically covered under this CODE and any related construction which occurs as a part of or as a result of the work covered under this CODE, shall be performed in accordance with all applicable State and County codes and with the "Standard Specifications for Municipal Public Works Construction", as prepared by the Washington State Chapter of the American Public Works Association, current edition or as otherwise revised or superseded, and with the "General Specifications for Water Main Extensions" of the Freeland Water & Sewer District.

**SECTION 1.03 - APPLICATION FOR WATER SERVICE**

All parties wishing to connect to water and/or sewer facilities or systems of the DISTRICT shall make application for such connection on such forms and under such agreements as prescribed by the DISTRICT. Such forms may include, but are not limited to, the DISTRICT'S "Water Service Agreement", "Preliminary Services Agreement", "Developer Extension Agreement", "Interlocal Agreement" - between municipal agencies, "Recovery Contract", "Easement and Facility Conveyance Agreement", "Cross Connection Control Agreement" and/or such other forms as may be required by the DISTRICT. Minimally all applicants shall execute a "Water Service Agreement" and at that time, pay all connection charges, fees, surcharges, or assessments required by the DISTRICT or the provisions of this code.

Additionally, owners of any rental property connected, or to be connected, to the DISTRICT WATER SYSTEM, shall agree to have their name appear on all billings for that property by the DISTRICT and such billings shall be mailed to said OWNERS and shall become delinquent if not paid within sixty days of the day indicated on the billing. Owners of rental properties may arrange to have billings made to their respective tenants if the rented units are separately metered and the owners agree to assume underlying responsibilities for payment in the event of tenant delinquency.

**SECTION 1.04 - STATE AND COUNTY RULES**

All design, construction, maintenance and operation shall be in accordance with the requirements of WAC 246-290, "Rules and Regulations of the State Board of Health regarding Public Water Supplies", as now existing or hereafter amended, and also with Chapter 13.03A of the Island County Code, as now existing or hereafter amended.

**SECTION 1.05 - LIMITS OF DISTRICT RESPONSIBILITY**

At no time shall it be the responsibility of the DISTRICT to enter upon private property to work on or do anything to mains, service lines or appurtenances which are not an accepted part of the DISTRICT WATER SYSTEM and/or are not located within public rights-of-way or easements dedicated to public utility purposes or easements to which the DISTRICT is a named beneficiary for the purpose of installing, operating, and/or maintaining the DISTRICT WATER SYSTEM.

**ARTICLE - II : CONSTRUCTION REQUIREMENTS**

**SECTION 2.01 EXTENSION OF MAINS**

OWNERS of property who desire to have the DISTRICT WATER SYSTEM extended to provide service to said property may have such extensions constructed by any of the following methods as may be determined appropriate and approved by the DISTRICT at it's sole discretion:

1. **ULID:** The formation of Utility Local Improvement District. Under this method the proposed improvements are financed by the DISTRICT with the security that the costs will be paid through the enactment and approval of tax assessments to be levied against the properties specifically benefited by said improvements. ULID formation may occur either by petition of the owners of 60 per cent of the total designated benefiting land area, or by resolution of the DISTRICT Commissioners where said ULID is not protested by owners of at least 40 per cent of the land area within the ULID boundaries thus proposed.

All ULID financed projects or improvements shall be conducted under terms and methods prescribed by the Washington State Law and the DISTRICT.

Methods of calculating assessments relative to benefit under the ULID process may be based on Area, Assessed Value (per records of the Island County Tax Assessor), or relative, adjusted, or actual front footage along or parallel to streets or water mains, or any combination of such methods, or an alternate method, that results most closely, in the Judgment of the DISTRICT, in the apportionment of costs relative to benefit.

All benefiting properties excluded from a ULID may be subject to future "fair pro-rata share" assessments, fees, or surcharges by the DISTRICT at such time in the future that service from improvements thus financed is sought for such properties.

2. **DEVELOPER/OWNER EXTENSION:**

Under this method all costs associated with the proposed extension are paid directly by the OWNER(S) OR DEVELOPER(S) of all or some of the property to be benefited by the proposed improvements. Such private development projects are conducted pursuant to the requirements and agreements of the DISTRICT. Upon final approval and acceptance of said improvements, and the conveyance thereof together with any easements required by the DISTRICT. The DISTRICT will assume ownership thereof.

All properties benefiting from but not participating in improvements thus financed may be subject to future "pro-rata share" assessments, fees, or surcharges by the DISTRICT per a "Recovery Contract" between the DEVELOPER(S) or

OWNER(S) and the DISTRICT.

### 3. CASH CONTRIBUTION:

Under this method a number of individual OWNERS may request the DISTRICT to act in their behalf to plan, design, and supervise construction of improvements necessary to serve their properties. This method is similar to the above described "DEVELOPER/OWNER EXTENSION" method, except that the project will be conducted directly by the DISTRICT, as a DISTRICT project. Under this method all of the estimated costs of the project shall be paid in advance to the DISTRICT by any or all of the benefiting participating owner(s) and all actual cost shall be paid by said owners prior to any connection to said improvements thus financed. .

All properties benefiting from but not participating in improvements thus financed may be subject to future "pro-rata share" assessments, fees, or surcharges by the DISTRICT either independently or per a "Recovery Contract" between the contributing OWNER(S) and the DISTRICT.

The DISTRICT will, upon request, provide information about any of the management or financing methods available for water main extensions.

Nothing in these rules or in this CODE shall be construed to mean or imply that the DISTRICT has any obligation to pursue or accept proposals for the extension of its water mains or water system to properties not currently served by the DISTRICT'S existing system regardless of which method of financing is proposed.

The DISTRICT shall have no obligation to serve any properties within or outside its boundaries until such time as all applicable Service Connection Charge(s) or Fee(s) have been paid for each proposed connection including the "Service Installation (hook-up) Fee" per each connection (or equivalent) required by the DISTRICT.

In the case of any proposed main extension the DISTRICT shall have the option and right to include in the cost there of a "Future Source and/or Plant development contribution" which is reflective of the ratio between the number of service connections the DISTRICT'S system can currently serve and the number of new service connections or equivalents that can be reasonably expected in the foreseeable future to result from the main extension being proposed. The ratio(s) thus derived may then be applied to the costs associated or specified in the DISTRICT'S then current Comprehensive Water System Plan for proposed or recommended Capital Improvements, including but not limited to, the acquisition or development of new well(s), well sites, tank(s), tank sites, or new water main extensions.

#### A. INITIATION OF PROJECT

1. **ULID:** Projects to be financed by Utility Local Improvement District (U.L.I.D.) method of financing may be initiated either by resolution of the DISTRICT Board

of Commissioners, or by Petition of the property owners representing at least 51 % of the land within a proposed service area. All ULID projects shall be conducted and costs apportioned in such fashion as prescribed or permitted by State Law applicable thereto.

**2. DEVELOPER EXTENSIONS:** Formal initiation of a project to be constructed privately by the OWNER(S) via a "Developer Extension" consists of filing a letter of application (and/or developer extension Agreement) together with preliminary plans and drawings, in such form and content prescribed by the DISTRICT. The DISTRICT may, upon review of any DEVELOPER EXTENSION proposal, elect to adopt said proposal as a Project of the DISTRICT and require same to be pursued through either the "CASH CONTRIBUTION" or "ULID" methods of financing. Prior to project initiation, a DEVELOPER EXTENSION Agreement shall be executed by the parties.

**3. CASH CONTRIBUTION:** Formal initiation of a project to be constructed through the CASH CONTRIBUTION method of financing consists of filing a letter of application or petition, together with preliminary plans and drawings, in form and content prescribed by the DISTRICT. The DISTRICT may, upon review of such proposals, elect to have them pursued as a ULID or Developer Extension".

It is recommended that any proposed project be reviewed with the DISTRICT as early as possible on the basis of preliminary plans prior to the preparation of detailed application drawings and design engineering.

**B. Project Requirements:**

In order to qualify for DISTRICT approval, the proposed project must satisfy all requirements of this CODE and applicable State and County Codes (including but not limited to WAC 246-290), relating to pipe size, public hydrant spacing and minimum property frontage. If the proposed extension is to serve property being platted, the project shall include construction of mains to the land being platted and across the full frontage of the lots in the plat, unless such mains are already in existence. "Frontage of the plat" shall include frontage of small tracts lying between a portion of the plat and such roads or streets, commonly identified as "exceptions".

**C. Connection and other Charges:**

Prior to Final commitment from the DISTRICT to serve new properties or developments, the DEVELOPER/OWNER shall pay to the DISTRICT the amount of any applicable connection charges, including but not limited to any charges pursuant to any applicable recovery contract or charges applicable to benefiting properties which did not participate in a prior ULID or CASH CONTRIBUTION project for the frontage of the property on



existing mains, less any waivers granted by the DISTRICT.

**D. Water Availability notices or letters:**

The DISTRICT, may, at its option, issue letters (or forms) of water availability to other parties or applicable reviewing agencies indicating the availability of adequate potable water supply to a parcel or development project on the day or date the notice or letter is written and until such time as may otherwise be specified therein.

Such Water Availability notifications do not, by themselves, constitute final commitment of the DISTRICT, nor do they constitute contractual obligations to serve. The DISTRICT'S obligation to provide water commences only upon payment of Service installation fees and actual metered connection to the DISTRICT'S main.

**E. Permits and approvals:**

For all new service connections and for all mains or line extensions, the DEVELOPER and/or OWNER shall be responsible for obtaining all permits or approvals associated with the proposed improvements including but not limited to State and County approval of Plans and Specifications and applicable construction permits required for performing work in State or County rights-of-way. The DEVELOPER/OWNER shall pay all fees associated or levied by agencies for the review of said permits or applications.

**F. Application Procedure:**

The DEVELOPER/OWNER requesting permission to develop or extend the mains of DISTRICT water or sewer system shall first execute a "Preliminary Services Agreement" provided by the DISTRICT, in which terms, process and procedure for pursuing the project will be disclosed. At this time or soon thereafter the DISTRICTS "Owner/Developer/Main Extension Agreement" shall be completed and submitted together with four sets of preliminary plans, specifications, drawings, reports, and analyses, prepared by a Professional Engineer licensed in the State of Washington. Prior to project initiation, the parties, including the project's contractor, shall execute a "Developer Extension Agreement".

**1. Plans & Specifications:**

Plans, specifications and Engineer's Report shall be in such form and content as prescribed by the DISTRICT and be in such forms suitable for submission to the State of Washington Department of Health (DOH) for review and approval, and shall meet said State requirements for plans, specifications and reports. In all cases where plans and specifications, and/or final "as-builts" and certifications, etc. must be submitted to other federal, state, and/or local government agencies, the DEVELOPER/OWNER shall be responsible for such submission and all associated costs. When applicable, the DISTRICT will cooperate in furnishing such additional information as may be available in the DISTRICT public record files.

Unless otherwise agreed in advance, all submission of plans and specifications and final "as-builts" to the DISTRICT by the DEVELOPER, or DEVELOPER'S project engineer, shall also be provided in electronic media form such as CAD drawing files and/or word processor documents, as acceptable to the DISTRICT.

**2. Variances:**

All applications shall include any accompanying letters requesting any needed variance or waiver requests from this or other applicable codes.

**3. Plan Check:**

Plans and specifications shall be checked by the DISTRICT, in a reasonable and timely manner, in order to determine their consistency with the DISTRICT'S Comprehensive Plan, this code, and their suitability for submittal to the State of Washington Department of Health (DOH).

**4. Corrections:**

Any corrections or additions deemed necessary by the DISTRICT will be made known to the applicant via editing of the plans or by written correspondence. Then one copy of the edited plans and specifications will be returned to the DEVELOPER/OWNER. Upon receipt of four sets of the corrected plans and specifications, the DISTRICT will sign or initial same as approved and return one working set to the OWNER/DEVELOPER or designated agent. At any stage where filing or pre-approval of plans by other agencies is required, the DEVELOPER/OWNER shall be responsible for making such submissions (after DISTRICT approval) with copies of submittals being provided to the DISTRICT.

**5. DISTRICT project management and/or administration:**

In all cases of system development, expansion, or extension, the DISTRICT shall establish a "project account" and all costs and expenses incurred by the DISTRICT including, but not limited to, design, design review, project management and administration, supervision, inspection(s), other agency review, fees, etc. shall be assigned to the Project account and billed to the DEVELOPER/OWNER. All such billings and associated penalties, late charges, etc., must be paid in full prior to final approval and acceptance of the project by the DISTRICT. All regular project billings of the DISTRICT shall minimally be payable on terms of 30 days/net/18% compounded thereafter.

**6. Construction Inspection & Testing:**

Both during and upon completion of the construction, the improvements shall be inspected by the DISTRICT, as well as the Project Engineer, and upon completion, undergo flushing and testing as required by the DISTRICT, applicable code, and/or the project's engineering specifications.

7. **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 during construction of any changes, which may be contemplated. If the DEVELOPER changes the subgrade elevation of the road after completion of the water main construction, or any part thereof, DEVELOPER agrees to raise or lower the water main and/or water services as required by the new subgrade elevation at no cost to the DISTRICT. This obligation shall remain in full force and must be satisfied prior to Final acceptance of the project by the DISTRICT.

8. **Connection to Existing Mains:**

Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the DISTRICT'S water system is desired, application for permission to make the actual connection to the DISTRICT'S system in a specified time shall be made by DEVELOPER or his/her contractor to the DISTRICT. All connections to the existing system and all testing of the new line must be with the authorization of and in the presence of the authorized representative of the DISTRICT. Opening of valves and use of water from the DISTRICT'S system will be done by the DISTRICT and/or its authorized representative. The DISTRICT reserves the right to require that connections be made by line tap where disruption of water service would, in the opinion of the DISTRICT, be unduly detrimental.

G. **Project Certification and "As-Built: Drawings:**

All responsibility for providing line and grade and measuring for the "as-built" drawings and for providing final Project construction reports and certification shall rest with the OWNER/DEVELOPER either directly or through the Project Engineer.

As-built drawings of the completed installation together with final certification and construction report(s) of the OWNER'S Project Engineer shall be submitted to the State Department of Health (DOH) by the project engineer with a simultaneous copy to the DISTRICT for review and approval before the improvements are considered for acceptance by the DISTRICT. All estimations or projections of a project's potential for additional future service connections shall be provided to and be approved by the DISTRICT prior to submittal to any other parties or agencies.

Two printed copies of the final "As-Built" drawings "to scale" shall be submitted to the DISTRICT. Unless otherwise permitted by the DISTRICT, they shall be drawn to scale with permanent ink on reproducible mylar. Drawings must show lot, street/alley and easement dimensions. They must also show the location of all mains, valves, hydrants, standpipes, etc. as per the detailed project design approved by the DISTRICT.

Unless otherwise approved in advance by the DISTRICT, all final "As-Built" drawings shall also be provided in Computer Aided Design (CAD) drawing formats on 5.25 inch

CD, or other electronic/magnetic media means of transmission, acceptable to the DISTRICT. All such submittals shall be provided to the DISTRICT'S office after consultation as to form and format.

**H. Conveyance to DISTRICT:**

Upon completion of the project improvements and approval of "as-built" drawings, and final engineer's certification/construction report, the title to the improvement(s) shall be conveyed to the DISTRICT by the OWNER/DEVELOPER via appropriate document(s) (Bill of Sale or conveyance, Quit Claim Deed, etc. as required by the DISTRICT). The DISTRICT may require that said conveyance be accompanied by a written statement or affidavit of the OWNER/DEVELOPER that there are no unsatisfied claims or liens of any kind applicable to any of the improvements being conveyed. All easements required for the DISTRICT to operate and maintain the constructed facilities shall also be established prior to final acceptance. The above may be satisfied by a single "Easement and Facilities Conveyance" document prepared or provided by the DISTRICT.

**I. Acceptance:**

When all the stipulations and requirements as set forth in this CODE and the DISTRICT'S Cross Connection Control Program, have been fulfilled, by the OWNER/DEVELOPER, and applicable franchises, permits, easements, etc. are in place, the DISTRICT will accept title to the improvements.

**J. Recovery Contract(s):**

Within 90 days of the DISTRICT'S final acceptance and conveyance and approval of a project the OWNER/DEVELOPER may submit a proposed "Recovery Contract" to the DISTRICT consistent with the provisions of ARTICLE V, Section 5.01.A. herein below. In the event a "Recovery Contract" is not proposed, no recovery will be available.

**SECTION 2.02 - PIPE SIZE, TYPE AND LOCATION**

Every new water main served by the DISTRICT WATER SYSTEM and located in public rights-of-way, shall be at least 8 inches in diameter, except that 6 inch pipe may be installed as a connecting line-between two larger existing dead-end mains for the purpose of improving circulation in the system; also except that 4-inch pipe extending not more than 300 feet beyond a public hydrant may be installed in a dead-end street, provided that no public hydrant is likely to be required thereon in the future by applicable fire flow regulations or requirements, and provided that there is no foreseeable need for extending said water main to additional services or to connect to mains in adjacent property for mutual improvement of water service.

In all cases, the size of supply and transmission lines shall be determined by the DISTRICT. If an OWNER/DEVELOPER is required to oversize a portion of a supply or transmission main, beyond that otherwise required by applicable laws, codes, or ordinances or beyond that which

1 may be required to mitigate impacts to system capacity caused by the development project that  
2 triggers the need for main extensions or expansion of facilities, the DISTRICT will, upon  
3 application thereto, agree to provide reimbursement for the additional costs of such over-sizing at  
4 such time that funds are available. For the purpose of determining over-sizing, the size of the  
5 smallest standard main shall be 8-inches. The developer shall submit a plan and request for such  
6 reimbursement, including specific over-sizing costs, for approval by the DISTRICT  
7 Commissioners, prior to the beginning of construction, or forfeit any further claim to such  
8 reimbursement.

9  
10 All projects shall be constructed in accordance with plans and specifications approved by the  
11 DISTRICT. All work within Island County right-of-way shall meet all applicable requirements  
12 and standards of the Island County Engineer for work performed in said right-of-way.

13  
14 **SECTION 2.03 - FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF**  
15 **VALVES AND APPURTENANCES**

16  
17 **A. Fire Hydrants:**

- 18  
19 1. **PUBLIC HYDRANTS:** when required, shall be installed on all extensions of the  
20 DISTRICT water system at the time such extensions are constructed. Hydrants  
21 shall, whenever feasible, be installed at intersections of a street or public road  
22 and/or at such intermediate points as will result in spacing between public  
23 hydrants in single family residential areas (i.e. zoned for 3 (three) dwelling units  
24 per acre or less) of distances not to exceed 600 feet, measured along road  
25 centerlines. Hydrant spacing in high density (i.e. zoned for greater than 3 (three)  
26 dwelling units per acre) Multi-Family Residential, Commercial or Industrial areas  
27 or zones shall not exceed 300 feet.

28  
29 In any case hydrant spacing requirements along public streets or roads of County  
30 and/or State codes shall minimally be required unless modified or waived by the  
31 agencies with respective jurisdiction.

- 32  
33 2. Public Hydrants installed at the ends of dead end lines which are more than 300  
34 feet in length may later be moved to conform to standard spacing requirements if  
35 the main is extended.
- 36  
37 3. All Public Hydrants shall stand plumb. The lowest outlet shall be no less than 18  
38 inches above grade and shall have no less than 36 inches of clear area around the  
39 hydrant for clearance of the hydrant wrench on any outlet and the control valve.  
40 The pumper port shall face the street. Where the street cannot be clearly defined  
41 or recognized, the pumper port shall face the most likely location of the fire truck  
42 while pumping.
- 43  
44 4. In general, and where practical, Public Hydrants shall be located 6 feet from the  
45 right-of-way line in streets where the right-of-way or easement is 50 ft. wide or

greater, and 1 foot from the right-of-way line in streets where the right-of-way or easement is less than 50 ft. wide.

5. Hydrants shall when possible meet DISTRICT and Fire Department standards to ensure compatibility with local fire equipment, procedures and maintenance.

**B. Blow-Off Valves:**

Blow-off valves shall minimally be installed at the end of all dead-end lines except where there is a Public Hydrant on the end of said line. Additional blow-off valves or assemblies shall be installed as may be required by the DISTRICT, the Project Engineer, and/or applicable codes, design guidelines, or other specifications.

**C. Gate or Water Control Valves:**

Generally, Gate Valves shall be placed on all branches from feeder mains, between mains and Public Hydrants, between mains and reservoirs, and between mains and pumps. In line Gate Valves shall be installed at a spacing of no more than 1000 feet unless waived or modified by the DISTRICT. An in-line gate valve shall be located at the end of all dead-end lines to permit shut-off prior to future extension as determined by the DISTRICT.

**D. Tees and Crosses:**

Tees and crosses shall be provided at all locations where future extensions, in the judgment of the DISTRICT, may occur.

**E. Pressure Reducing Valves**

1. Main line pressure reducing stations, shall be built according to the DISTRICT specifications and approved as to size by the DISTRICT, and shall be installed where required, to limit a maximum line pressure of 150 psi, or as otherwise required or permitted by the DISTRICT.
2. Individual pressure reducing valves are the responsibility of the OWNER for all services on mains with a pressure of more than 80 psi and should be located according to DISTRICT specifications.

**SECTION 2.04 - EASEMENT REQUIREMENTS FOR WATER MAIN  
INSTALLATION**

All easements necessary for the construction, and operation of any mains or water/sewer lines or facilities proposed for acceptance and ownership by the DISTRICT, shall be obtained or provided by the OWNER/DEVELOPER and shall designate the Freeland Water & Sewer District as a beneficiary. Mains shall be located in easements only when it is not possible or feasible to

1 locate them in existing public rights-of-way, or when they are located in an area or on a path  
2 preferred by the DISTRICT.  
3

4 **ARTICLE - III: REQUIREMENTS FOR SERVICE CONNECTIONS**

5  
6 **SECTION 3.01 - FRONTAGE AND REQUIREMENTS FOR PERMANENT**  
7 **CONNECTIONS**  
8

9 Any OWNER desiring a permanent connection to a main served by the DISTRICT Water System  
10 must have, by ownership or easement rights, at least 15 feet of frontage on a street, public right-  
11 of-way, or easement in which the main is located. If requested by the DISTRICT, Said OWNER  
12 must provide a legal description and map of the property to be served, together with sufficient  
13 evidence of ownership thereof, to the DISTRICT.  
14

15 Water mains served by the DISTRICT Water System shall extend across the full frontage of the  
16 parcel whose OWNER desires a permanent connection and/or across the full frontage of any  
17 property that may lie between said parcel to be served and the street, or road, or easement, in  
18 which the main lies. If the property to be served is part of a recorded plat, the water mains  
19 serving or about to serve the plat must be laid across the full frontage of all lots before any water  
20 service connections will be made to any of the lots. On dead-end streets, the DISTRICT Water  
21 System must extend all the way to the curb line at the street's end before any property at the end  
22 of said street may be connected to water mains. The DISTRICT may waive, at its discretion, the  
23 requirement for full frontage coverage for proposals that involve only one single family residence  
24 on one parcel or in any case where, in the DISTRICT'S judgement there is definitely no  
25 likelihood of future main extension beyond the subject property, nor any likelihood for future  
26 development of more than one single family residence on the subject parcel.  
27

28 For the purposes of this Article III the term parcel shall mean an existing or proposed lot, tract, or  
29 property of record. Existing parcels are those contained in the Assessor's plat of Island County,  
30 which have been assigned descriptions, and numbers for tax purposes by the Island County  
31 Assessor. Proposed parcels are those shown delineated or described in any proposed Plat, Short  
32 Plat, Binding Site Plan, or other approved form of subdivision. Parcels may not be unilaterally  
33 described by an owner as a portion of an existing parcel.  
34

35 **SECTION 3.02 - TEMPORARY CONNECTIONS ON PROPERTY ABUTTING AN**  
36 **EXISTING MAIN**  
37

38 Temporary connections may be approved, at the sole discretion of the DISTRICT, for existing  
39 parcels upon which no more than one (1) Single Family Residence (SFR) connection is proposed,  
40 and which do not meet the requirements of Section 3.01 as to frontage. For such temporary  
41 connections under this section, the OWNER shall make payment to the DISTRICT an amount  
42 equal to \$75.00 per foot of "equivalent frontage", in addition to the established charges for  
43 service connections, and shall convey to the DISTRICT by easement such rights-of-way, or  
44 easements as the DISTRICT may require. The DISTRICT shall determine which of the

following methods or combinations thereof, will be used to find the "equivalent frontage", or apply such other formula, as the DISTRICT deems fair and reasonable.

- A. The average width of the tract measured parallel to the water main to which connection is desired.
- B. The actual frontage on another street or road right-of-way in which no water main exists, but where the construction of such main is planned or may be reasonably anticipated.
- C. The actual frontage on a proposed street or road for which the OWNER shall convey a right-of-way or easement to the DISTRICT for utility purposes, or to Island County for road and utility purposes. The width of any such granted right-of-way or easement being as determined by the recipient or beneficiary thereof.

Upon payment by an OWNER of the above-specified Temporary Connection Fee, receipt, thereof, shall be given by the DISTRICT, describing the property for which payment has been made. In the future, if a new main is constructed by the DISTRICT from which service can be taken, the OWNER may connect to it by installing a new service line to a new meter location determined by the DISTRICT and by giving a written request to the DISTRICT for the change in meter location.

In the alternative the DISTRICT, may unilaterally re-locate said meter and connection to the new main once it is installed. There shall be no additional "service installation fee" or connection charge for the relocation of the meter or connection by the OWNER or the DISTRICT. The OWNER, however, shall be responsible for any cost of construction associated with said meter re-location if initiated by the OWNER. Upon re-location of a temporary service, the old temporary service shall be disconnected. No refund shall be made to the OWNER if the OWNER'S fair share of the cost of constructing said new main is less than the payment to the DISTRICT. If the actual main extension cost to the DISTRICT exceeds the above temporary cost neither shall the DISTRICT claim any additional amount due.

### **SECTION 3.02A TEMPORARY CONNECTIONS FOR A PARCEL THAT DOES NOT ABUT A PUBLIC ROAD OR ROAD EASEMENT**

Temporary connections may be approved, at the sole discretion of the DISTRICT, for existing parcels upon which no more than one (1) Single Family Residence (SFR) connection is proposed, and which do not meet the requirements of Section 3.01 as to frontage or section 3.02. For such temporary connections under this section, the OWNER shall make payment to the DISTRICT an amount equal to \$25.00 per foot of "equivalent frontage", in addition to the established charges for service connections. The owners of the parcel shall be required to provide to the DISTRICT a signed No Protest agreement against the parcel for any DISTRICT main extension that passes their parcel for a term of twenty (20) years to be a recorded lien against the parcel by the DISTRICT. In addition the owner agrees to pay an additional amount per foot on the cost on the extension at the time of a main extension less the \$25.00 per foot already paid.



### SECTION 3.03 - METER AND SERVICE CONNECTION SIZES

The size of a service connection and meter shall be determined by the number of dwelling units to be served and shall not be less than the following:

<u>Number of Dwelling Units</u>	<u>Meter Size</u>	<u>Rated Capacity</u>
1 to 2	3/4"	30 GPM
3 to 6	1"	50 GPM
7 to 20	1-1/2" – 2"	100 GPM

### MULTIPLE UNIT RESIDENTIAL & COMMERCIAL PROPERTIES OR PROJECTS

Multi-Family housing projects and new Commercial projects shall minimally be served by one metered connection per existing or proposed lot or parcel of record. Within any one Parcel new Commercial or new Multi-Family projects may be serviced by metered connections only in such manner as determined and approved by the DISTRICT. Options available to the DISTRICT include, but are not limited to, the following:

1. One metered connection per each detached building; or
2. One meter for each dwelling unit or each commercial business unit; or
3. Such number of meters, above the minimum of one per building, as determined by the DISTRICT.

The pipe size for a service connection shall be not less than the size of the meter as set forth in the Application for Water. At the discretion of the DISTRICT, larger pipes may be required to be installed to provide water to more than one meter from a single connection.

The DISTRICT, at its sole discretion, may require additional Installation fees in lieu of separate physical metered connections where such fees more proportionately reflect a project's anticipated consumption impacts to DISTRICT facilities as expressed in terms of Equivalent Residential Units (ERUs).

A separate Service Installation Fee shall be required for each metered connection. Additional service installation fees may be charged or applied to a project in excess of the number of actual physical metered connections required to reflect a project's consumption demand upon the DISTRICT system.

The maximum allowable distance from the water main to the meter shall be 60 feet. Any service connection of greater length shall be approved by the DISTRICT prior to installation.

### **SECTION 3.04 - WATER METER LOCATIONS**

- A. All water meters shall be placed in service in the public right-of-way or easement in which the mains of the DISTRICT water system are situated. In the opinion of the DISTRICT it would be mutually benefiting to the DISTRICT and the OWNER to locate the meter on private property. In the event that a meter is located on private property, the OWNER shall provide such easement(s) and/or other documentation deemed necessary by the DISTRICT clearly establishing that the DISTRICT has the right of entry to read, service or remove the meter or to open or close the service valve at any time. At no time shall access to the meter be obstructed. It shall be the responsibility of the OWNER to protect the meter from damage, and to keep access to meter area clear at all times.

Where a meter is located on private property, the DISTRICT may at its discretion and, at the OWNER'S expense, install a valve at the property line. Unless governed by a written agreement stating otherwise, maintenance and repair of lines and facilities on private property by the DISTRICT shall be billed to the OWNER.

- B. All water meters to be serviced and read by the DISTRICT shall be purchased through the DISTRICT to insure compliance with standard specifications regarding accuracy, connectors and inter-changeability. Such purchase may be made directly from the DISTRICT or from a source approved by the DISTRICT.

### **SECTION 3.05 - DEVELOPER-INSTALLED SERVICE CONNECTIONS**

- A. Developers of new subdivisions, or multi-family or commercial developments, who desire connection to the DISTRICT'S water main shall be required to install all service connection lines and meter boxes (excluding meters) prior to construction and/or paving of streets or roads.
- B. If not installed at the time of main development, meters approved by the DISTRICT shall, at the DISTRICT'S discretion either be supplied to the DISTRICT for later installation or the Developer shall pay to the DISTRICT such amount as needed to buy and install such meters when actually needed for building development.
- C. Developers shall, with DISTRICT approval, install and test all service connections, including meters and meter boxes. Said service connections shall be shown on final project drawings, and be included in the DEVELOPERS' conveyance to the DISTRICT. All service connections shall be made with a corp stop at the DISTRICT main, and with a gate valve at the dwelling. All Service connections shall be made in accordance with DISTRICT Specifications unless otherwise approved by the DISTRICT. The DISTRICT

may, at its discretion, accept delivery of, or payment for, approved non-installed meters, in lieu of actual installation thereof.

- D. Upon building a home on a lot, the standard "Service Installation (hook-up) Fee" shall be paid when APPLICATION FOR WATER is made.

**ARTICLE - IV: REQUIREMENTS FOR  
UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)  
& INCORPORATION OF PRIVATE WATER SYSTEMS**

**SECTION 4.01 - UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)**

Any ULID set up for the constructing of a water main which is to become a part of the DISTRICT water system shall meet all the requirements as set forth under this CODE and the DISTRICT'S Specifications for constructions and materials, and applicable Federal, State and County Laws.

**SECTION 4.02 - EXISTING PRIVATE WATER OR SEWER SYSTEMS**

Any OWNER wishing to connect a private water system to the DISTRICT water system, or wishing to have the DISTRICT adopt or accept any existing water, sewer, or other utility system, shall, if such proposal is approved by the DISTRICT, convey to the DISTRICT all right and title to said water/sewer system, together with any associated, or necessary Groundwater Rights, licenses, permits, plans, specifications, "as-builts", and approvals. The DISTRICT'S acceptance of such system shall be at the DISTRICTS sole discretion, and may include, but not be limited to, the following conditions:

- A. That written Certification be provided by the OWNER that the construction and all materials used to construct said system meet or exceed current Federal, State, Local, and DISTRICT standards and specifications;
- B. That an accurate and full set of "as-built" drawings of said system together with complete and current satisfactory facility and water quality testing results be submitted to and approved by the DISTRICT;
- C. That written approval and verification of all applicable Federal, State and Local Agencies with jurisdiction as to the suitability of the system for public use be obtained and submitted to the DISTRICT;
- D. That such engineering or other professional certifications and assurances as deemed necessary by the DISTRICT be provided regarding the system's design and construction and its consistency with all applicable Federal, State and Local plans, standards and laws.

The DISTRICT may require existing private systems to be upgraded to meet all current requirements before conveyance of said system will be accepted by the DISTRICT. The DISTRICT shall be allowed free access for detailed inspection of all facilities proposed for conveyance to the DISTRICT. The DISTRICT may accept cash in lieu of upgrade in an amount equal to or exceeding the estimated cost of such upgrading as such cost is determined by the DISTRICT upon review of existing system plans.

The OWNER(s)/GRANTOR(s)) shall agree to pay all costs incurred by the DISTRICT in the administration, review, verification and certifications involved in determining the suitability of the system for acceptance or adoption by the DISTRICT. OWNER(s)/GRANTOR(s) shall also pay any and all legal or administrative costs involved in negotiating and perfecting the transaction including, but not limited to the preparation of all conveyance documents and title reports and insurance.

## **ARTICLE - V: RATES AND CHARGES**

### **SECTION 5.01 - CONNECTION CHARGES**

In addition to the charges for installing connection and meter, "Service Installation (hook-up) Fee", an OWNER of property fronting on a main for which the said property has neither been assessed nor otherwise paid its "pro-rata share" of the cost of said main shall be required to pay said pro-rata share to the DISTRICT as a condition to the right to connect to said main. Said charges may be collected either for the benefit of the DISTRICT or for private persons who have paid the cost of constructing said main and have entered into a "recovery contract" with the DISTRICT.

#### **A. Recovery Contract**

After the DISTRICT has accepted title to an OWNER developed water main, the DEVELOPER/OWNER has 90 days to present an acceptable recovery contract to the DISTRICT, in which the DISTRICT agrees to collect the therein specified "pro-rata cost share" and/or "surcharge" of this newly constructed water main from the owner of any benefiting property, who did not contribute to the original cost of the improvement and who desires to connect to the main during a period of time consisting of no more than 15 years.

This 15-year period of time shall begin on the date the contract has been executed by the DISTRICT and the DEVELOPER/OWNER, and final acceptance of work by the DISTRICT, and the original thereof is filed with the DISTRICT, and/or is recorded with the Island County Auditor. If the document is recorded with the County Auditor by the DISTRICT, then the date of such recording is the date said 15 years commences. In any case, any statutory limits on the duration of such recovery contracts in effect at the time shall over-ride those specified herein.

1 Monies collected by the DISTRICT pursuant to recovery contract provisions shall be  
2 paid to the original DEVELOPER/OWNERS of said water main, their personal  
3 representative(s), designees, or assigns as may be specified in the said recovery contract,  
4 within (60) sixty working days after each collection.  
5

6 There shall be a minimum additional charge of 10% by the DISTRICT for making each  
7 collection, which additional charge shall be paid by the DEVELOPER/OWNER and shall  
8 belong to the DISTRICT. Said 10% collection charge will be taken by the DISTRICT  
9 from the moneys collected before forwarding same to the applicable  
10 DEVELOPER/OWNERS, their heirs, successors, or assigns.  
11

12 Upon acceptance by the DISTRICT of the title to the subject improvements, the  
13 DISTRICT will notify, by delivery of a copy of these rules or other means, to the  
14 DEVELOPER/OWNER thereof, of the above right to enter into a recovery agreement  
15 with the DISTRICT. If no action is taken by the developer within the 90 days provided  
16 for above, the right to enter into a recovery agreement shall be forfeited. Each Recovery  
17 Contract is subject to the following conditions:  
18

19 1. OWNERS requesting the DISTRICT to make the above cited collections on their  
20 behalf shall submit to the DISTRICT for acceptance a contract to be known as a  
21 "Recovery Contract". The contract shall describe the improvements made and  
22 stipulate, by legal description, those non-participating and benefiting properties  
23 which shall thereafter be required to pay the applicable and stated "fair pro-rata  
24 cost share" or "surcharge" to be collected by the DISTRICT. The contract shall  
25 also specify, by legal description, as applicable, those properties by legal  
26 description and/or OWNERS thereof to whom payment of collected charges shall  
27 be made.  
28

29 2. The "fair pro-rata cost share" for recovery contracts and the formula for  
30 computation thereof shall be specified in or otherwise be a part of the recovery  
31 contract between the DISTRICT and the DEVELOPER/OWNER of the  
32 improvements in question.  
33

34 If "Front Footage" is the basis of such formula "Fair pro-rata cost share" is defined  
35 as the total actual cost of the improvements including, but not limited to, design,  
36 permits, fees, construction, engineering, administration, legal fees, finance costs,  
37 etc. related to construction and to conveyance of the mains to the DISTRICT,  
38 divided by the number of feet of frontage of all property along or parallel to the  
39 main which may reasonably be expected to benefit by a connection thereto for  
40 water service (including the participating properties). If any other formula or  
41 combination of formulas are to be applied, they, and their justification, shall be  
42 specifically described in the contract and specifically applied to the specified non-  
43 participating properties.  
44

- 1           3.       In addition to the submission of the Recovery Contract, it shall be the  
2                   responsibility of the DEVELOPER/OWNER requesting such contract to show on  
3                   the "as-built" drawings for the system those frontages and/or properties which are  
4                   considered to have participated in said project and are not subject to future  
5                   connection charges, as well as those which are. If any of the tracts subject to  
6                   recovery are corner lots or irregularly shaped so as to make determination of  
7                   benefiting frontage or area difficult, a fair "equivalent frontage" or other formula  
8                   and resultant amount shall be specified in the contract.

9  
10                   In the computations of "fair pro-rata cost" share this equivalent figure shall be  
11                   used and shall be shown on the drawings.

- 12  
13           4.       Each recovery contract shall be reviewed and approved by the DISTRICT which  
14                   process may include review by the DISTRICT'S Attorney, Certified Operator,  
15                   Administrator, and/or Engineer, all at the expense of the DEVELOPER/OWNER.  
16                   For this purpose, the DEVELOPER/OWNER shall submit all necessary  
17                   documenting data on the actual cost of construction, as well as the costs of  
18                   conveyance and any statement/affidavit required by Section 2.01 (H). The  
19                   DISTRICT shall request such changes in the contract, as it deems necessary, or  
20                   required by law and principals of equity, and shall accept and/or execute such  
21                   contract only after such changes, if any, have been made.

- 22  
23           5.       Every recovery contract shall include language which indemnifies the DISTRICT  
24                   and holds it harmless from any legal challenge to the sufficiency, fairness, or  
25                   enforceability of said contract, and which specifies that any and all costs  
26                   associated with the defense of any such legal challenge and any and all awards or  
27                   judgments arising therefrom, shall be the responsibility of the  
28                   DEVELOPER/OWNER seeking to protect the recovery therein established.

- 29  
30           6.       Every contract shall specify any and all exemptions from recovery as per Section  
31                   B below.

- 32  
33           7.       Every contract shall include a provision requiring that every two years from the  
34                   date the contract is executed, the DEVELOPER/OWNER entitled to  
35                   reimbursement shall provide the DISTRICT with information regarding the  
36                   current contract name, address, and telephone number of the person, company, or  
37                   partnership that originally entered into the contract.

38  
39   **B.       Enforcement of Recovery Contract Collections**

40  
41           The DISTRICT shall not waive any collections required by a recovery contract and shall  
42           exercise reasonable vigilance to assure that payment of fair shares is not evaded. In  
43           general, unless exempted hereinbelow or by operation of law recovery contracts shall be  
44           applicable to all new service connections made directly to the mains which are subject to  
45           the recovery contract. The following circumstances, projects, and activities shall be

exempt from recovery contract provisions.

1. The connection in any manner or direction of additional mains to the mains otherwise subject to a recovery contract if said additional mains are constructed in a public right-of-way or easement of the DISTRICT, existing at the date of acceptance of the recovery contract; or
2. Any improvements or additions to or extensions of the Subject Mains conducted, authorized, or required by the DISTRICT, which in the opinion of the DISTRICT provides benefits to the overall operations to the DISTRICT water system.

If, as a result of the existence of two or more mains under separate recovery contracts, any property may be reasonably served from more than one main, the DISTRICT shall first determine from which main service is to be supplied based on proximity, topography, natural features, ease of future service, meter location, and other such reasonable factors. All other factors being equal, including distance, the OWNER of the property may choose to be connected to a particular main and the pro-rata share will be collected under that contract only.

**E. Connection Charge for Partial Water Line Extensions**

Under special circumstances, such as at pressure zone separations, the DISTRICT may permit only a portion of a water main extension to be constructed. In such cases, the DEVELOPER/OWNER(s) shall deposit a sum of money calculated by the DISTRICT per approved plans, for the portion of frontage not covered by the extension but required to be covered under Sections 2.01B and 3.01 of this CODE. Said sum shall be used by the DISTRICT to pay the developer's portion of a future extension past the frontage not covered by the partial extension.

No refund shall be made if the OWNER's future fair share of the cost is less than the payment to the DISTRICT neither shall the DISTRICT claim any additional amount due if it incurs a greater cost for such future extension construction.

**SECTION 5.02 - SERVICE INSTALLATION ("Hook-Up") FEES**

Service Installation (hook-up) Fees are funds collected by the DISTRICT to help defray past and future capital improvement costs of the DISTRICT. As population within the DISTRICT service area grows, so do the DISTRICT'S obligations to provide potable water supply. The Freeland Water & Sewer District has elected to serve its constituents and users by keeping monthly rates as affordable as possible to current landowners and system users. Towards this end Service Installation Fees were and are instituted as part of the DISTRICT'S "pay as you go" method of financing past and future capital improvement needs of the DISTRICT. The Service Installation Fee system is one part of a strategy to defray past and future planned capital improvement investments, provide infrastructure concurrent with new development as mandated by the State

1 Growth Management Act and other statutes, and to regulate and help minimize the pre-mature  
2 development of vacant lands within the DISTRICT. The following provisions are applicable:  
3

- 4 A. No service installation fee shall be levied against any building to which there is an  
5 existing water service, including meter and meter box, which was legally installed prior to  
6 December 31, 1996 by a developer or other agency and was formally accepted by the  
7 DISTRICT, and meets the requirements of this CODE as to location and materials used.  
8

9 For all Parcels or buildings for which there is no water service, service installation fees  
10 shall be as follows:  
11

- 12 1. The Basic Hook-up Fees or Connection Charges per installed meter are as  
13 follows:  
14

- 15 2.  
16 3/4 inch service: \$4,350 + Costs 1 inch service: \$4,500 + Costs  
17 2 inch service: \$4,600 + Costs 3 inch service: \$4,700 + Costs  
18 4 inch service: \$4,800 + Costs 6 inch service: \$4,900 + Costs  
19 8 inch service: \$5,000 + Costs.

20 Note: Any fractional part of a meter size will be charged at the next higher meter  
21 size rate; e.g. The charge for a 1 1/2 inch meter service shall be as stated for a 2"  
22 service  
23

- 24 3. The DISTRICT shall accept an "Application and Agreement for Water Service"  
25 on the condition that the customer will start construction of a dwelling unit within  
26 one (1) year. The customer shall submit with the "Application and Agreement for  
27 Water Service" a check or money order for the connection charges established by  
28 the DISTRICT. If the customer fails to start construction within the prescribed  
29 period, the application will be voided and the DISTRICT will refund the amount  
30 of the service installation charge to the customer without interest. Where  
31 circumstances presented to the DISTRICT commissioners in writing, an extension  
32 to the "Application and Agreement for Water Service" may be granted for a  
33 period up to six (6) months.  
34

- 35 4. Service installation (Hook-Up) fees do not include any of the costs of labor, parts  
36 or materials of making the necessary installation nor is the cost of the applicable  
37 meter or meter box included in these fees. All installation costs of connection  
38 shall be additionally billed to the owner/applicant. Such "billable" costs include  
39 but are not limited to, excavation, tapping the main line, installing meter box,  
40 meter, fittings, and valves, pipe and laying pipe, inspections and testing, etc.  
41 Generally, an applicant will hire the services of a licensed contractor to perform  
42 all such work under the inspection of the DISTRICT.  
43

44 The service installation fee shall also not include pressure reducer(s) or check  
45 valve(s) if required or ordered, nor shall it include connections requiring the



laying of pipe beyond a property the meter location.

5. In all cases a shut-off valve for incoming water shall be installed at each building or residence.

6. Upon final approval of a service installation and payment of associated "hook-up fees", actual physical metered connection to the DISTRICT water system must be completed and installed by the owner/applicant within 90 days after application approval. Unless other arrangements are approved by the DISTRICT in writing, failure to so promptly perfect any service installation and metered connection shall result in the DISTRICT'S rescission of the approved application and refund of the base hook-up fee paid. Any such rescission by the DISTRICT shall not preclude the affected owner/applicant from re-submitting a new application at any time thereafter under the rules and regulations then in effect.

B. If any property or parcel, regardless of zoning, is not within the DISTRICT'S legally established boundaries, then an additional Capitol Improvement Fee (or "surcharge") of \$3,000 is required above the normal "Service Installation (hook-up) Fee" for each service connection. This surcharge is established in recognition of the fact that properties outside the DISTRICT boundaries are not subject to the ordinary taxing authority of the DISTRICT for financing past or future Capital Improvements. Harbor Hills Water System is exempt from paying this fee until June 30, 2009, however in the event annexation does not occur by June 30, 2009 this fee will be imposed effective July 1, 2009.

### **SECTION 5.03 - WATER EXTENSION ADMINISTRATION, REVIEW, AND INSPECTION CHARGES**

All persons who extend the DISTRICT water system shall pay for inspection thereof at no cost thereof to the DISTRICT. All DISTRICT related or incurred costs or fees associated with water main extensions or connections shall be paid prior to final acceptance of the mains by the DISTRICT and/or prior to use.

### **SECTION 5.04 - WATER USE RATES**

The consumption and use of all water taken from the DISTRICT water system shall be metered at every connection to said water system. All water taken from the system at any point or from any hydrant on temporary or permanent basis shall also be metered.

Rates or charges for water use shall be based on the quantity consumed during each billing period as hereinafter defined, plus bi-monthly size of service charge. The minimum charge for any billing period shall not be less than the amounts set forth in the table of "Minimum Charges" specified herein, or as hereafter changed by the DISTRICT Board of Commissioners meeting in public session, or as otherwise required by law.

1 In some instances the DISTRICT is unable to determine the exact amount of water usage a  
2 customer will use and thus cannot determine the exact number of ERUs (Equivalent Residential  
3 Units) that a customer should be assessed. Each ERU is based on the current approved  
4 Comprehensive Plan gallons per day usage. For new customers, the DISTRICT will make a  
5 tentative determination of the ERUs to be assessed. After the first year or part thereof, the  
6 Freeland Water and Sewer District will in January of each year review all accounts of its  
7 customers to determine whether their water usage exceeds the current approved Comprehensive  
8 Plan gallons per day for each ERU (Equivalent Residential Unit) assessed. If it is found that a  
9 customer's water usage exceeds the current approved Comprehensive Plan gallons per day for  
10 each ERU, the customer's assessment will be adjusted to reflect the appropriate number of ERUs  
11 which a customer should be assessed.

12  
13 In addition, the monthly or periodic regular use charges for new service to properties outside the  
14 DISTRICT boundaries shall be three times the amount applicable to properties within the  
15 boundaries of the DISTRICT. Any service to properties outside the boundaries of the  
16 DISTRICT shall be at the sole discretion of the DISTRICT and may only be approved by the  
17 DISTRICT Board of Commissioners at a public meeting upon finding that a) a water quality  
18 emergency exists and connection to the DISTRICT system is the only viable alternative; or b) the  
19 lot or parcel is too small to host an on-site well or cannot reasonably be served by another  
20 existing approved water system; or c) said property is a part of a water system owned by the  
21 DISTRICT. In all such cases the owners of the applicable properties shall submit a signed  
22 annexation petition and/or agreement in such form as acceptable to the DISTRICT and allowed  
23 by Law for annexation.

24  
25 Existing Service connections outside the DISTRICT boundaries as of March 14, 2002 shall  
26 continue to pay only twice the normal usage charges.

27  
28 The above additional charges and fees shall cease to be collected by the DISTRICT upon  
29 successful annexation of such parcels or lands into the DISTRICT, however, past extra fees or  
30 charges paid, prior to annexation, shall not be subject to a refund.

31  
32 **A. Billing Period**

33  
34 The normal billing period shall be two months. Size of service charges for periods of less  
35 than two months shall be pro-rated both as to minimum charge and as to consumption.

36  
37 **B. Billing Increments**

38  
39 Charges for water used shall be computed on the nearest cubic foot of consumption.

40  
41 **C. Rates**

42  
43 All water used for domestic and commercial purposes shall be supplied by meter only.  
44 The rates for metered water supplied to premises shall be in accordance with the  
45 following schedule:

**FREELAND WATER & SEWER DISTRICT  
MINIMUM CONSUMPTION CHARGES  
IN ADDITION TO METER FEES BELOW**

<u>Quantity Allowed</u>		<u>Bi-Monthly Charge</u>
0-1000 cubic feet	=	\$1.10 per 100 cubic ft.
1001-2000 cubic feet	=	\$1.35 per 100 cubic ft.
2001-3000 cubic feet	=	\$1.60 per 100 cubic ft.
3001-4000 cubic feet	=	\$1.85 per 100 cubic ft.
Greater than 4000 cubic feet	=	\$2.00 per 100 cubic ft.

**ADDITIONAL "SIZE OF SERVICE"  
BI-MONTHLY RATE**

<u>Meter Size/Type</u>	<u>Bi-Monthly Charge</u>
3/4" meter	\$ 16.80
1" meter	\$ 30.00
1 1/2" meter	\$ 45.00
2" meter	\$ 60.00
3" meter	\$ 90.00
4" meter	\$ 120.00
6" meter	\$ 180.00
8" meter	\$ 220.00

**MINIMUM CONSUMPTION CHARGES IN ADDITION TO FIXED FEE FOR  
CUSTOMERS OF HARBOR HILLS WATER**

<u>Quantity Allowed</u>	<u>Bi-Monthly Consumption Charge</u>
0-10,000 gallons	\$1.50 per 1,000 gallons
10,001-20,000 gallons	\$2.50 per 1,000 gallons
Over 30,000 gallons	\$3.50 per 1,000 gallons

**ADDITIONAL FIXED BI-MONTHLY RATE**

FREELAND WATER & SEWER DISTRICT - RULES, REGULATIONS & SPECIFICATIONS

Residential	\$51.00
Residential-Capital Improvement Fund	\$17.00

READY TO SERVE – 6 MONTH FEE

Ready to Serve-Capital Imp Fund billed every 6-month	\$ 51.00
Ready to Serve- Base Rate billed every 6 months	\$ 30.00

SUNNY VIEW FARM FIXED RATE

Bi-monthly rate (non-metered)	\$56.00
-------------------------------	---------

**ARTICLE - VI: ENFORCEMENT**

**SECTION 6.01 - FAILURE TO REPAIR OR REPLACE PRIVATE WATER LINES  
OR FIRE PROTECTION LINES THAT ARE NOT METERED**

If any repair or replacement of a private water line is not made within 30 days after official notice has been given to make such corrections, the DISTRICT may forthwith cause the same to be disconnected.

Owners of property connected to the DISTRICT'S water mains are responsible for the maintenance and repair of all water lines on their properties, which have not been formally conveyed (together with associated easements and/or agreements) to the DISTRICT in accordance with these rules. This responsibility commences at the property line or right-of-way/easement boundary regardless of meter location.

One-Time Exception: Customers may submit requests for a one time only 50% consideration on a water bill caused by leakage on the Customer's side of the property line or meter box as the case may be. The customer must submit a written request to the Board of Commissioners regarding water usage during any given billing period caused by a leak. To be considered, the DISTRICT requires that the leak be repaired within a reasonable time. The DISTRICT Commissioners will review any letter for consideration at their next held regular monthly meeting. If the requested consideration is granted it will be noted on the customer's billing file as a one time only lifetime credit due to leak. The DISTRICT will respond with a letter to the Customer and post the credit accordingly in the bill program.

**SECTION 6.02 - GENERAL CHARGES**

Any future changes or additions to DISTRICT WATER SYSTEM, whether inside or outside the legal limits of the DISTRICT, must conform to the Comprehensive Water System Plan established by the DISTRICT Board of Commissioners.

**SECTION 6.03 - DISCONTINUANCE OF SERVICE**

The DISTRICT may refuse or may discontinue service to any customer for violation of any provision of this CODE, or for failure to pay bills when due. The DISTRICT may limit, refuse or discontinue service to any customer who requires or uses such volume of water that water service to any other customer may be thereby impaired.

The DISTRICT shall discontinue service to any customer who makes an unauthorized connection to the DISTRICT'S water line, bypasses a DISTRICT water meter or in any other way, misappropriates DISTRICT water, or fails to comply with DISTRICT water conservation actions or orders. An illegal connection fee of \$1,000.00 will be paid in addition to the hook up charge on any illegal connection.

Discontinuance of service for any cause stated in this CODE shall not release the customer from his obligation to the DISTRICT for payment of bills or charges. Whenever service is discontinued, as provided above, the customer shall be charged for the discontinuance.

Restoration of service, at the customer's request and after payment of all bills due, shall be done at the convenience of the DISTRICT, and an additional charge shall be made for this service.

Restoration of service, at any time other than regular business hours shall be charged at actual costs, but in no case shall the charge be less than \$50. A customer who wishes to terminate water service shall give at least three days notice to the DISTRICT. No charge will be made for shutting off the supply. A customer who terminates water service and then later requests restoration of service at the location, shall be charged \$50 for such restoration of service.

The DISTRICT will also notify Island County Health Department when service is disconnected and or reconnected.

**SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE WHERE ACCOUNT DELINQUENT**

It shall be the duty of the DISTRICT to keep accounts with all consumers of water; to enter on such accounts all charges and penalties. The DISTRICT shall provide for proper accounts with all consumers of water, and every sixty days or less, compile a statement of the names and property of such consumers as are delinquent, and shall forthwith cause that service of these consumers to be discontinued.

Delinquent accounts interest rate shall be in accordance with RCW 57.08-081(3) in addition to late fees on the unpaid balance.

NSF fee shall be subject to current rate charged by Whidbey Island Bank.

1 An account shall be deemed delinquent if not paid within thirty (30) days following the date of  
2 billing. There shall be a further ten percent (10%) service charge for a Water Shut off Notice.  
3 Water connections shall be cut off thirty days after an account becomes delinquent and remains  
4 unpaid. A shut off charge of \$50.00 will be added

5  
6 **SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES**  
7

8 All water rates will be charged against the PREMISES for which the service was installed. All  
9 charges for water, when the same become delinquent and unpaid, shall be a lien against the  
10 premises to which water service has been furnished.

11  
12 The DISTRICT will certify such delinquencies to the Treasurer, Island County, Washington, to  
13 fix a lien against the property affected for the amount of the rates or other charges unpaid plus  
14 lien fees and penalty of an additional 12 percent of such other charges unpaid plus interest at the  
15 rate of 12 percent per Annum from the date of each delinquency which shall be a lien against the  
16 property on which the service is received, subject only to lien for general taxes.

17  
18 The foregoing provisions shall be in addition to the authority provided by law, to bring suit for  
19 foreclosure where rates and charges for water supplied and penalties are delinquent for a period  
20 of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW  
21 57.08.090.

FREELAND WATER & SEWER DISTRICT - RULES, REGULATIONS & SPECIFICATIONS

INDEX

ARTICLE I	GENERAL	PAGE
SECTION 1.01	DEFINITION	1-3
SECTION 1.02	SPECIFICATIONS	4
SECTION 1.03	APPLICATION FOR WATER SERVICE	4
SECTION 1.04	STATE AND COUNTY RULES	4
SECTION 1.05	LIMITS OF DISTRICT RESPONSIBILITY	4
ARTICLE II	CONSTRUCTION REQUIREMENTS	
SECTION 2.01	EXTENSION OF MAINS	1-11
SECTION 2.02	PIPE SIZE, TYPE AND LOCATION	11-12
SECTION 2.03	FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF VALVES AND APPURTENANCES	12-13
SECTION 2.04	EASEMENT REQUIREMENTS FOR WATER MAIN INSTALLATION	13-14
ARTICLE III	REQUIREMENTS FOR SERVICE CONNECTIONS	
SECTION 3.01	FRONTAGE & REQUIREMENTS FOR SERVICE CONNECTIONS	14
SECTION 3.02	TEMPORARY CONNECTION ON PROPERTY ABUTTING AN EXISTING MAIN	14-16
SECTION 3.03	METER & SERVICE CONNECTION SIZES	16-17
SECTION 3.04	WATER METER LOCATIONS	17
SECTION 3.05	DEVELOPER-INSTALLED SERVICE CONNECTIONS	17-18
ARTICLE IV	REQUIREMENTS FOR UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID) & INCORPORATION OF PRIVATE WATER SYSTEMS	
SECTION 4.01	UTILITY LOCAL IMPROVEMENT DISTRICT (ULID)	18
SECTION 4.02	EXISTING PRIVATE WATER OR SEWER SYSTEMS	18-19
ARTICLE V	RATES AND CHARGES	
SECTION 5.01	CONNECTION CHARGES	19—22

FREELAND WATER & SEWER DISTRICT - RULES, REGULATIONS & SPECIFICATIONS

1	SECTION 5.02	SERVICE INSTALLATION	
2		("HOOK-UP") FEES	22-24
3	SECTION 5.03	WATER EXTENSION ADMINISTRATION	
4		REVIEW, AND INSPECTION CHARGES	24
5	SECTION 5.04	WATER USE RATES	24-26
6			
7	ARTICLE VI ENFORCEMENT		
8			
9	SECTION 6.01	FAILURE TO REPAIR OR REPLACE	
10		PRIVATE WATER LINES OR FIRE	
11		PROTECTION LINES THAT ARE NOT	
12		METERED	27
13	SECTION 6.02	GENERAL CHARGES	27
14	SECTION 6.03	DISCONTINUANCE OF SERVICE	27-28
15	SECTION 6.04	ACCOUNT-DISCONTINUING SERVICE	
16		WHERE ACCOUNT DELINQUENT	28
17	SECTION 6.05	WATER RATES LINE AGAINST	
18		PREMISES	28-29
19			
20	EXHIBIT – B	GENERAL SPECIFICATION FOR WATER MAIN EXTENSION	
21			
22	EXHIBIT – C	TECHNICAL SPECIFICATION	
23			
24	APPENDIX A	STANDARD PLANS	
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			



1 THE FREELAND WATER & SEWER DISTRICT  
2 TITLE  
3 RESOLUTION NUMBER 2013-02-008  
4 AMENDING AND RE-ADOPTING DISTRICT RULES  
5

6 A RESOLUTION amending and replacing the Rules and Regulations of the Freeland Water & Sewer District  
7 previously adopted under Resolution No. 12-01, relating to the municipal water supply system, regulating the use  
8 of water therefrom, fixing service rates, connection and other charges; establishing requirements for construction of  
9 line service connections, U.L.I.D. and private water, systems, setting enforcement provisions, providing a lien  
10 against premises for delinquent accounts; and adopting general specifications for water main extensions.  
11

12 RECITALS  
13

14 WHEREAS on February 13, 2012, The Freeland Water & Sewer District did adopt Resolution 12-01 as the new  
15 "rules and regulations" of the DISTRICT, governing modifications to the water system of the DISTRICT and  
16 establishing rates and fees for connection thereto and subsequent water consumption/use rates and technical  
17 specifications, which said Resolution took effect on January 10, 2011 and was subject to additions adopted in  
18 resolution nos. 11-04, 11-06, and 11-07.  
19

20 WHEREAS The Freeland Water & Sewer District now wishes to further amend, re-adopt, and codify said "Rules  
21 and Regulations" of the DISTRICT as a consolidated single document;  
22

23 NOW THEREFORE the Board of Commissioners of the FREELAND WATER & SEWER DISTRICT does  
24 hereby resolve as follows:

25 STATEMENT OF INTENT  
26

27 These rules, regulations, specifications and policies apply to all existing, new, and additional services and system  
28 facility development or expansion, and water main extensions within the service area of the Freeland Water &  
29 Sewer District. This code is not exclusive and is now and may hereafter be, supplemented by other rules, codes, or  
30 resolutions of the DISTRICT. This Resolution will replace and supersede prior resolutions 11-04, 11-06, 11-07, 12-1  
31 and 2013-02-007  
32

33 EFFECTIVE DATE  
34

35 This Resolution shall take effect as of the 1st<sup>th</sup> day of January, 2013  
36

37 FREELAND WATER & SEWER DISTRICT - Board of Commissioners  
38 Adopted this 11<sup>th</sup> day of February, 2013  
39

40 \_\_\_\_\_  
41 Eric Hansen, President  
42

43 \_\_\_\_\_  
44 Lou Malzone, Vice President  
45

46 \_\_\_\_\_  
47 Marilynn Abrahamson, Secretary/Treasurer

1 EXHIBIT - A

2  
3 **FREELAND WATER and SEWER DISTRICT**  
4 **RULES AND REGULATIONS**

5 Per District adopted Resolutions 11-04, 11-06, 11-07, 12-01 and 2013-02-007

6  
7  
8 **ARTICLE - I: GENERAL**

9  
10 **SECTION 1.01 - DEFINITIONS**

11  
12 As used herein, the following terms shall be defined as follows:

13  
14 **"Application for Water"** shall refer to a standard form to be provided by the District to  
15 summarize necessary information about the owner(s) applying for water service and to  
16 relay pertinent information to applicant regarding terms and conditions of service.

17  
18 **"Approving Authority"** shall mean the approving authority for the several requirements of this  
19 regulation and shall be the District.

20  
21 **"Board"** shall mean the Board of Commissioners of the Freeland Water and Sewer District.

22  
23 **"General Facilities Charge"** is the base Hook-up fee charged by the District for all new service  
24 connections to existing water mains owned and/or operated by the District. It is the fee  
25 charged after all other obligations have been met and an owner wishes to have meter,  
26 meter box, and valve installed in order to commence the drawing of water from said  
27 main. The fee does not include any of the costs of labor, parts or materials needed to  
28 complete a connection.

29  
30 **"Commercial and Industrial property"** shall include, but not necessarily be limited to, retail  
31 and wholesale stores, offices and office buildings, medical or dental clinics, mixed use  
32 structures, warehouses, service stations, manufacturing facilities, garages, theaters,  
33 hotels, motels, restaurants, bars and taverns, banks, showrooms, barber and beauty shops,  
34 and any and all other structures or facilities not exclusively used for residential purposes.

35  
36 **"District"** shall mean the Freeland Water and Sewer District, Freeland, Washington, governed  
37 by an elected Board.

38  
39 **"District Water System"** shall mean all water systems belonging to or managed by the Freeland  
40 Water and Sewer District.

41  
42 **"District Boundaries"** shall mean the area in which the District is approved to provide water  
43 service.

1 **"Developer Extension"** shall mean the development, extension, or expansion of water or sewer  
2 facilities, mains, or improvements, initiated, paid for, and completed, by a developer or  
3 owner, or any party, benefiting therefrom under the supervision of the District.  
4

5 **"District Engineer"** shall mean the Licensed Professional Engineer duly appointed or employed  
6 by the Freeland Water and Sewer District to provide professional engineering design,  
7 review, or management, services to the District, or its designees.  
8

9 **"Dwelling Unit"** shall mean a single family living area including a single family residence, an  
10 apartment, motel or hotel unit or a trailer or Mobile or Manufactured home site.  
11

12 **"Equivalent Residential Unit (ERU) "** Shall mean the number of connection units represented  
13 by the actual or anticipated average daily water consumption rate of a project or use  
14 divided by the average daily consumption rate of single family residences within the  
15 District over the past five year period.  
16

17 **"Front Footage"** shall be determined by the District as the portion of the parcel that is adjacent  
18 to the existing or proposed water main in front of the parcel connecting to the District  
19 water system.  
20

21 **"Local Facilities Charges and Recovery Fees"** are those charges and assessments applicable  
22 to property fronting on or benefiting from an existing water main of the District, but  
23 which said property did not in any way previously pay a fair "pro-rata share" towards the  
24 construction of said water main constructed by the District, or which said property is  
25 subject to an existing "recovery contract" between the District and a Developer/Owner  
26 who paid for the construction of said main, or, which said property was a non-  
27 participating or excluded property which benefited from a ULID which financed the  
28 construction of said main.  
29

30 **"Local fire protection authority"** or "Fire Department" shall mean the fire district, directly  
31 responsible for the fire protection within the boundaries of the Freeland Water and Sewer  
32 District.  
33

34 **"Multiple Unit Commercial Property"** shall refer to a single structure constructed under one  
35 continuous roof and equipped for occupancy by more than one Commercial or Industrial  
36 Property.  
37

38 **"Multiple Unit Residential Property"** shall refer to an area for Trailers, Mobile or  
39 Manufactured Home sites or a single structure constructed under one continuous roof and  
40 equipped for occupancy by more than one Dwelling Unit and shall be synonymous with  
41 multi-family dwelling, high density dwelling, duplex, triplex, apartments, etc.  
42

43 **"Fire-flow"** Means the rate of water delivery needed for the purpose of fighting fires in addition  
44 to requirements for normal domestic maximum instantaneous demand as referenced in  
45 those rules or guidelines published by the State Department of Health entitled "Design  
46 Standards for Public Water Supplies.

1  
2 **"Owner"** shall mean the person, partnership or corporation owning the particular premises to  
3 which water is being or is to be furnished.  
4

5 **"Parcel"** shall mean an existing or proposed lot, tract, or property of record. Existing Parcels  
6 are those contained in the Assessor's plat of Island County, which have been assigned  
7 descriptions and numbers for tax purposes by the Island County Assessor. Proposed  
8 Parcels are those shown delineated or described in any proposed Plat, Short Plat, Site  
9 Plan, Planned Residential Development, or other form of subdivision, in process of being  
10 created.  
11

12 **"Premises"** is defined as the land and one building under one continuous roof together with  
13 such other service buildings as are used only by the occupants of the principal building,  
14 including rent-free guest houses occupied less than three months of the year except that  
15 "Premises" may be otherwise defined in writing in a special contract between the Owner  
16 and the District for the furnishing of water to such premises through a water meter.  
17

18 **"Private service lines"** are defined as all water lines extending from a District main which have  
19 not been formally conveyed to or accepted by the District, or which are not located in  
20 public rights-of way nor in easements dedicated to the use of the Freeland Water and  
21 Sewer District.  
22

23 **"Project Engineer"** shall mean a professional engineer, licensed in and by the State of  
24 Washington who is engaged to provide professional engineering design, review, or  
25 management, testing, and certification services related to a specific water and/or sewer  
26 project. The project engineer may or may not also be the "District Engineer".  
27

28 **"Public Property"** shall include street right of ways, civic buildings, public schools,  
29 playgrounds, public parks and appurtenances.  
30

31 **"Residential Property"** shall refer to those properties or premises intended for human  
32 habitation.  
33

34 **"Service Connection Charges"** - This is the sum total of all charges and fees and costs to which  
35 a particular parcel or property or premises is subject prior to being assured a supply of  
36 domestic water from the District water system.  
37

## 38 **SECTION 1.02 - SPECIFICATIONS**

39

40 All construction specifically covered under this Regulation and any related construction which  
41 occurs as a part of or as a result of the work covered under this Regulation, shall be performed in  
42 accordance with all applicable State and County codes and with the "Standard Specifications for  
43 Municipal Public Works Construction", as prepared by the Washington State Chapter of the  
44 American Public Works Association, current edition or as otherwise revised or superseded, and  
45 with the "General Specifications for Water Main Extensions" of the Freeland Water and Sewer  
46 District.

1  
2 **SECTION 1.03 - APPLICATION FOR WATER SERVICE**  
3

4 All parties wishing to connect to water or sewer facilities or systems of the District shall make  
5 application for such connection on such forms and under such agreements as prescribed by the  
6 District. Such forms may include, but are not limited to, the District Water Service Agreement,  
7 Preliminary Services Agreement, Developer Extension Agreement, Inter- local Agreement  
8 between municipal agencies, Recovery Contract, Easement and Facility Conveyance Agreement,  
9 Cross Connection Control Agreement or such other forms as may be required by the District.  
10 Minimally all applicants shall execute a Water Service Agreement and at that time, pay all  
11 connection charges, fees, surcharges, or assessments required by the District or the provisions of  
12 this Regulation.

13  
14 Additionally, owners of any rental property connected, or to be connected, to the District water  
15 system, shall agree to have their name appear on all billings for that property by the District and  
16 such billings shall be mailed to Owners and shall become delinquent if not paid within sixty days  
17 of the day indicated on the billing.

18  
19 **SECTION 1.04 - STATE AND COUNTY RULES**  
20

21 All design, construction, maintenance and operation shall be in accordance with the requirements  
22 of WAC 246-290, "Rules and Regulations of the State Board of Health regarding Public Water  
23 Supplies", as now existing or hereafter amended, and also with Chapter 13.03A of the Island  
24 County Code, as now existing or hereafter amended.

25  
26 **SECTION 1.05 - LIMITS OF DISTRICT RESPONSIBILITY**  
27

28 At no time shall it be the responsibility of the District to enter upon private property to work on  
29 or do anything to mains, service lines or appurtenances which are not an accepted part of the  
30 District water system or are not located within public rights-of-way or easements dedicated to  
31 public utility purposes or easements to which the District is a named beneficiary for the purpose  
32 of installing, operating, and/or maintaining the District water system.

33  
34 **ARTICLE - II : CONSTRUCTION REQUIREMENTS**  
35

36 **SECTION 2.01 EXTENSION OF MAINS**  
37

38 Owners of property who desire to have the District water system extended to provide service to  
39 said their property may have such extensions constructed by any of the following methods as  
40 may be determined appropriate and approved by the District at the District's sole discretion  
41

- 42 **1. ULID:** The formation of Utility Local Improvement District. Under this method  
43 the proposed improvements are financed by the District with the security that the  
44 costs will be paid through the enactment and approval of tax assessments to be  
45 levied against the properties specifically benefited by said improvements. ULID

1 formation may occur either by petition of the owners of 60 per cent of the total  
2 designated benefiting land area, or by resolution of the District Commissioners  
3 where said ULID is not protested by owners of at least 40 per cent of the land area  
4 within the ULID boundaries thus proposed.

5  
6 All ULID financed projects or improvements shall be conducted under terms and  
7 methods prescribed by the Washington State Law and the District.

8  
9 Methods of calculating assessments relative to benefit under the ULID process  
10 may be based on Area, Assessed Value (per records of the Island County Tax  
11 Assessor), or relative, adjusted, or actual front footage along or parallel to streets  
12 or water mains, or any combination of such methods, or an alternate method, that  
13 results most closely, in the Judgment of the District, in the apportionment of costs  
14 relative to benefit.

15  
16 All benefiting properties excluded from a ULID may be subject to future "fair  
17 pro-rata share" assessments, fees, or surcharges by the District at such time in the  
18 future that service from improvements thus financed is sought for such properties.

19  
20 **2. DEVELOPER/OWNER EXTENSION:**

21  
22 Under this method all costs associated with the proposed extension are paid  
23 directly by the Owner(s) or Developer(s) of all or some of the property to be  
24 benefited by the proposed improvements. Such private development projects are  
25 conducted pursuant to the requirements and agreements of the District. Upon  
26 final approval and acceptance of said improvements, and the conveyance thereof  
27 together with any easements required by the District. The District will assume  
28 ownership thereof.

29  
30 All properties benefiting from but not participating in improvements thus financed  
31 may be subject to future "pro-rata share" including any Local Facilities Charges,  
32 assessments, fees, or surcharges by the District per a Recovery Contract between  
33 the Developer(s) or Owner(s) and the District.

34  
35 **3. CASH CONTRIBUTION:**

36  
37 Under this method a number of individual Owners may request the District to act  
38 in their behalf to plan, design, and supervise construction of improvements  
39 necessary to serve their properties. This method is similar to the above described  
40 Developer/Owner Extension method, except that the project will be conducted  
41 directly by the District, as a District project. Under this method all of the  
42 estimated costs of the project shall be paid in advance to the District by any or all  
43 of the benefiting participating owner(s) and all actual cost shall be paid by said  
44 owners prior to any connection to said improvements thus financed. .

45  
46 All properties benefiting from but not participating in improvements thus financed

1 may be subject to future "pro-rata share" including Local Facilities Charges,  
2 assessments, fees, or surcharges by the District either independently or per a  
3 Recovery Contract between the contributing Owner(s) and the District.  
4

5 The District will, upon request, provide information about any of the management or financing  
6 methods available for water main extensions.  
7

8 Nothing in these Regulations shall be construed to mean or imply that the District has any  
9 obligation to pursue or accept proposals for the extension of its water mains or water system to  
10 properties not currently served by the District's existing system regardless of which method of  
11 financing is proposed.  
12

13 The District shall have no obligation to serve any properties within or outside its boundaries until  
14 such time as all applicable Service Connection Charge(s) or fee(s) have been paid for each  
15 proposed connection including the Capital Facilities Charges for each connection (or equivalent)  
16 required by the District.  
17

18 In the case of any proposed main extension the District shall have the option and right to include  
19 in the cost there of a future source or plant development contribution which is reflective of the  
20 ratio between the number of service connections the District's system can currently serve and the  
21 number of new service connections or equivalents that can be reasonably expected in the  
22 foreseeable future to result from the main extension being proposed. The ratio(s) thus derived  
23 may then be applied to the costs associated or specified in the District's current Comprehensive  
24 Water System Plan for proposed or recommended Capital Improvements, including but not  
25 limited to, the acquisition or development of new well(s), well sites, tank(s), tank sites, or new  
26 water main extensions.  
27

## 28 **A. INITIATION OF PROJECT**

29

30 **1. ULID:** Projects to be financed by Utility Local Improvement District (U.L.I.D.)  
31 method of financing may be initiated either by resolution of the District Board, or  
32 by Petition of the property owners representing at least 51 % of the land within a  
33 proposed service area. All ULID projects shall be conducted and costs  
34 apportioned in such fashion as prescribed or permitted by State Law applicable  
35 thereto.  
36

37 **2. DEVELOPER EXTENSIONS:** Formal initiation of a project to be constructed  
38 privately by the Owner(s) via a Developer Extension consists of filing a  
39 Preliminary Developer Extension Agreement together with preliminary plans and  
40 drawings, in such form and content prescribed by the District. The District may,  
41 upon review of any Developer Extension proposal, elect to adopt said proposal as  
42 a Project of the District and require same to be pursued through either the Cash  
43 Contribution or ULID methods of financing. Prior to project initiation, a  
44 Developer Extension Agreement shall be executed by the parties.  
45

1       3.     **CASH CONTRIBUTION:** Formal initiation of a project to be constructed  
2             through the Cash Contribution method of financing consists of filing a letter of  
3             application or petition, together with preliminary plans and drawings, in form and  
4             content prescribed by the District. The District may, upon review of such  
5             proposals, elect to have them pursued as a ULID or Developer Extension.  
6

7             It is recommended that any proposed project be reviewed with the District as early as  
8             possible on the basis of preliminary plans prior to the preparation of detailed application  
9             drawings and design engineering.  
10

11    **B.     Project Requirements:**  
12

13             In order to qualify for District approval, the proposed project must satisfy all  
14             requirements of this Regulation and applicable State and County Codes (including but not  
15             limited to WAC 246-290), relating to pipe size, public hydrant spacing and minimum  
16             property frontage. If the proposed extension is to serve property being platted, the project  
17             shall include construction of mains to the land being platted and across the full frontage  
18             of the lots in the plat, unless such mains are already in existence. "Frontage of the plat"  
19             shall include frontage of small tracts lying between a portion of the plat and such roads or  
20             streets, commonly identified as "exceptions".  
21

22    **C.     Connection and other Charges:**  
23

24             Prior to Final commitment from the District to serve new properties or developments, the  
25             Developer/Owner shall pay to the District the amount of any applicable service  
26             connection charges, including but not limited to any charges pursuant to any applicable  
27             recovery contract or charges applicable to benefiting properties which did not participate  
28             in a prior ULID or Cash Contribution project for the frontage of the property on existing  
29             mains, less any waivers granted by the District.  
30

31    **D.     Water Availability notices or letters:**  
32

33             The District, may, at its option, issue letters (or forms) of water availability to other  
34             parties or applicable reviewing agencies indicating the availability of adequate potable  
35             water supply to a parcel or development project on the day or date the notice or letter is  
36             written and until such time as may otherwise be specified therein.  
37             Such Water Availability notifications do not, by themselves, constitute final commitment  
38             of the District, nor do they constitute contractual obligations to serve. The District's  
39             obligation to provide water commences only upon acceptance of Application for Water  
40             and payment of Service Connection Charges and installation of a metered connection to  
41             the District main.  
42

43    **E.     Permits and approvals:**  
44

45             For all new service connections and for all mains or line extensions, the Developer  
46             /Owner shall be responsible for obtaining all permits or approvals associated with the



1 proposed improvements including but not limited to State and County approval of Plans  
2 and Specifications and applicable construction permits required for performing work in  
3 State or County rights-of-way. The Developer /Owner shall pay all fees associated or  
4 levied by agencies for the review of said permits or applications.

5  
6 **F. Application Procedure:**

7  
8 The Developer/Owner requesting permission to develop or extend the mains of District  
9 water system shall first execute a Preliminary Developer Extension Agreement provided  
10 by the District, in which terms, process and procedure for pursuing the project will be  
11 disclosed. The District Preliminary Developer Extension Agreement shall be completed  
12 and submitted together with four sets of preliminary plans, specifications, drawings,  
13 reports, and analyses, prepared by a Professional Engineer licensed in the State of  
14 Washington. Prior to project initiation, the parties, including the project's contractor,  
15 shall execute a Developer Extension Agreement.

16  
17 **1. Plans & Specifications:**

18 Plans, specifications and Engineer's Report shall be in such form and content as  
19 prescribed by the District and be in such forms suitable for submission to the State  
20 of Washington Department of Health (DOH) for review and approval, and shall  
21 meet said State requirements for plans, specifications and reports. In all cases  
22 where plans and specifications, and/or final "as-builts" and certifications, etc.  
23 must be submitted to other federal, state, and/or local government agencies, the  
24 Developer /Owner shall be responsible for such submission and all associated  
25 costs. When applicable, the District will cooperate in furnishing such additional  
26 information as may be available in the District public record files.

27  
28 Unless otherwise agreed in advance, all submission of plans and specifications  
29 and final "as-builts" to the District by the Developer /Owner or their project  
30 engineer, shall also be provided in electronic media form such as "CAD" drawing  
31 files and "Word" documents, as acceptable to the District.

32  
33 **2. Variances:**

34 All applications shall include any accompanying letters requesting any needed  
35 variance or waiver requests from this or other applicable codes.

36  
37 **3. Plan Check:**

38 Plans and specifications shall be checked by the District, in a reasonable and  
39 timely manner, in order to determine their consistency with the District  
40 Comprehensive Plan, this Regulation, and their suitability for submittal to the  
41 State of Washington Department of Health (DOH).

42  
43 **4. Corrections:**

44 Any corrections or additions deemed necessary by the District will be made  
45 known to the applicant via editing of the plans or by written correspondence.  
46 Then one copy of the edited plans and specifications will be returned to the

Developer /Owner. Upon receipt of four sets of the corrected plans and specifications, the District will sign or initial same as approved and return one working set to the Developer /Owner or designated agent. At any stage where filing or pre-approval of plans by other agencies is required, the Developer /Owner shall be responsible for making such submissions (after District approval) with copies of submittals being provided to the District.

**5. District project management and/or administration:**

In all cases of system development, expansion, or extension, the District shall establish a project account and all costs and expenses incurred by the District including, but not limited to, design, design review, project management and administration, supervision, inspection(s), other agency review, fees, etc. shall be assigned to the Project account and billed to the Developer /Owner. All such billings and associated penalties, late charges, etc., must be paid in full prior to final approval and acceptance of the project by the District. All regular project billings of the District shall minimally be payable on terms of *30 days/net/18%* compounded thereafter.

**6. Construction Inspection & Testing:**

Both during and upon completion of the construction, the improvements shall be inspected by the District, as well as the Project Engineer, and upon completion, undergo flushing and testing as required by the District, applicable Regulation, and/or the project's engineering specifications.

**7. 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 during construction of any changes, which may be contemplated. If the Developer changes the subgrade elevation of the road after completion of the water main construction, or any part thereof, Developer agrees to raise or lower the water main and/or water services as required by the new subgrade elevation at no cost to the District. This obligation shall remain in full force and must be satisfied prior to Final acceptance of the project by the District.

**8. Connection to Existing Mains:**

Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the District water system is desired, application for permission to make the actual connection to the District water system in a specified time shall be made by Developer or his/her contractor to the District. All connections to the existing system and all testing of the new line must be with the authorization of and in the presence of the authorized representative of the District. Opening of valves and use of water from the District water system will be done by the District and/or its authorized representative. The District reserves the right to require that connections be made by "Hot Tap" where disruption of water service would, in the opinion of the District, be unduly detrimental.

1 **G. Project Certification and "As-Built: Drawings:**

2  
3 All responsibility for providing line and grade and measuring for the "as-built" drawings  
4 and for providing final Project construction reports and certification shall rest with the  
5 Developer/Owner either directly or through the Project Engineer.  
6

7 As-built drawings of the completed installation together with final certification and  
8 construction report(s) of the Developer/Owner's Project Engineer shall be submitted to  
9 the State Department of Health (DOH) by the project engineer with a simultaneous copy  
10 to the District for review and approval before the improvements are considered for  
11 acceptance by the District. All estimations or projections of a project's potential for  
12 additional future service connections shall be provided to and be approved by the District  
13 prior to submittal to any other parties or agencies.  
14

15 Two printed copies of the final "As-Built" drawings "to scale" shall be submitted to the  
16 District. Unless otherwise permitted by the District, they shall be drawn to scale with  
17 permanent ink on reproducible Mylar. Drawings must show lot, street/alley and  
18 easement dimensions. They must also show the location of all mains, valves, hydrants,  
19 standpipes, etc. as per the detailed project design approved by the District.  
20

21 Unless otherwise approved in advance by the District, all final "As-Built" drawings shall  
22 also be provided in Computer Aided Design (CAD) drawing formats on CD, or other  
23 electronic/magnetic media means of transmission, acceptable to the District. All such  
24 submittals shall be provided to the District office after consultation as to form and format.  
25

26 **H. Conveyance to District:**

27  
28 Upon completion of the project improvements and approval of "as-built" drawings, and  
29 final engineer's certification/construction report, the title to the improvement(s) shall be  
30 conveyed to the District by the Developer/Owner via appropriate document(s) (Bill of  
31 Sale or conveyance, Quit Claim Deed, etc. as required by the District). The District may  
32 require that said conveyance be accompanied by a written statement or affidavit of the  
33 Developer/Owner that there are no unsatisfied claims or liens of any kind applicable to  
34 any of the improvements being conveyed. All easements required for the District to  
35 operate and maintain the constructed facilities shall also be established prior to final  
36 acceptance. The above may be satisfied by a single Easement and Facilities Conveyance  
37 document prepared or provided by the District.  
38

39 **I. Acceptance:**

40  
41 When all the stipulations and requirements as set forth in these regulations and the  
42 District Cross Connection Control Program, have been fulfilled, by the  
43 Developer/Owner, and applicable franchises, permits, easements, etc. are in place, the  
44 District will accept title to the improvements.  
45

1 **J. Recovery Contract(s):**

2  
3 Within 90 days of the District's final acceptance and conveyance and approval of a  
4 project the Developer/Owner may submit a proposed Recovery Contract to the District  
5 consistent with the provisions of ARTICLE V, Section 5.01.A. herein below. In the  
6 event a Recovery Contract is not proposed, no recovery will be available.  
7

8 **SECTION 2.02 - PIPE SIZE, TYPE AND LOCATION**

9  
10 Every new water main served by the District water system and located in public rights-of-way,  
11 shall be at least 8 inches in diameter, except that 6 inch pipe may be installed as a connecting  
12 line-between two larger existing dead-end mains for the purpose of improving circulation in the  
13 system; also except that 4-inch pipe extending not more than 300 feet beyond a public hydrant  
14 may be installed in a dead-end street, provided that no public hydrant is likely to be required  
15 thereon in the future by applicable fire flow regulations or requirements, and provided that the  
16 there is no foreseeable need for extending said water main to additional services or to connect to  
17 mains in adjacent property for mutual improvement of water service.  
18

19 In all cases, the size of supply and transmission lines shall be determined by the District. If a  
20 Developer/Owner is required to oversize a portion of a supply or transmission main, beyond that  
21 otherwise required by applicable laws, codes, or ordinances or beyond that which may be  
22 required to mitigate impacts to system capacity caused by the development project that triggers  
23 the need for main extensions or expansion of facilities, the District will, upon application thereto,  
24 agree to provide reimbursement for the additional costs of such over-sizing at such time that  
25 funds are available. For the purpose of determining over-sizing, the size of the smallest standard  
26 main shall be 8-inches. The developer shall submit a plan and request for such reimbursement,  
27 including specific over-sizing costs, for approval by the District, prior to the beginning of  
28 construction, or forfeit any further claim to such reimbursement.  
29

30 All projects shall be constructed in accordance with plans and specifications approved by the  
31 District. All work within Island County right-of-way shall meet all applicable requirements and  
32 standards of the Island County Engineer for work performed in said right-of-way.  
33

34 **SECTION 2.03 - FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF**  
35 **VALVES AND APPURTENANCES**

36  
37 **A. Fire Hydrants:**

- 38  
39 1. Public Hydrants, when required, shall be installed on all extensions of the District  
40 water system at the time such extensions are constructed. Hydrants shall,  
41 whenever feasible, be installed at intersections of a street or public road and/or at  
42 such intermediate points as will result in spacing between public hydrants in  
43 single family residential areas (i.e. zoned for 3 (three) dwelling units per acre or  
44 less) of distances not to exceed 600 feet, measured along road centerlines.  
45 Hydrant spacing in high density (i.e. zoned for greater than 3 (three) dwelling  
46 units per acre) Multi-Family Residential, Commercial or Industrial areas or zones

shall not exceed 300 feet.

2. Public Hydrants installed at the ends of dead end lines which are more than 300 feet in length may later be moved to conform to standard spacing requirements if the main is extended.
3. All Public Hydrants shall stand plumb. The lowest outlet shall be no less than 18 inches above grade and shall have no less than 36 inches of clear area around the hydrant for clearance of the hydrant wrench on any outlet and the control valve. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the pumper port shall face the most likely location of the fire truck while pumping.
4. In general and where practical, Public Hydrants shall be located 6 feet from the right-of-way line in streets where the right-of-way or easement is 50 ft. wide or greater, and 1 foot from the right-of-way line in streets where the right-of-way or easement is less than 50 ft. wide.
5. Hydrants shall when possible meet District and Fire Department standards to ensure compatibility with local fire equipment, procedures and maintenance.

**B. Blow-Off Valves:**

Blow-off valves shall minimally be installed at the end of all dead-end lines except where there is a Public Hydrant on the end of said line. Additional blow-off valves or assemblies shall be installed as may be required by the District, the Project Engineer, and/or applicable codes, design guidelines, or other specifications.

**C. Gate or Water Control Valves:**

Generally, Gate Valves shall be placed on all branches from feeder mains, between mains and Public Hydrants, between mains and reservoirs, and between mains and pumps. In line Gate Valves shall be installed at a spacing of no more than 1000 feet unless waived or modified by the District. An in-line gate valve shall be located at the end of all dead-end lines to permit shut-off prior to future extension as determined by the District.

**D. Tees and Crosses:**

Tees and crosses shall be provided at all locations where future extensions, in the judgment of the District, may occur.

**E. Pressure Reducing Valves**

1. Main line pressure reducing stations shall be built according to the District specifications and approved as to size by the District, and shall be installed where

required, to limit a maximum line pressure of 150 psi, or as otherwise required or permitted by the District.

2. Individual pressure reducing valves are the responsibility of the Owner for all services on mains with a pressure of more than 80 psi and should be located according to District specifications.

#### **SECTION 2.04 - EASEMENT REQUIREMENTS FOR WATER MAIN INSTALLATION**

All easements necessary for the construction, and operation of any mains or water/sewer lines or facilities proposed for acceptance and ownership by the District, shall be obtained or provided by the Developer/Owner and shall designate the Freeland Water and Sewer District as a beneficiary. Mains shall be located in easements only when it is not possible or feasible to locate them in existing public rights-of-way, or when they are located in an area or on a path preferred by the District.

### **ARTICLE - III: REQUIREMENTS FOR SERVICE CONNECTIONS**

#### **SECTION 3.01 - FRONTAGE AND REQUIREMENTS FOR PERMANENT CONNECTIONS**

Any Owner desiring a permanent connection to a main served by the District Water System must have, by ownership or easement rights, at least 15 feet of frontage on a street, public right-of-way, or easement in which the main is located. If requested by the District, Said Owner must provide a legal description and map of the property to be served, together with sufficient evidence of ownership thereof, to the District.

Water mains served by the District Water System shall extend across the full frontage of the parcel whose Owner desires a permanent connection and/or across the full frontage of any property that may lie between said parcel to be served and the street, or road, or easement, in which the main lies. If the property to be served is part of a recorded plat, the water mains serving or about to serve the plat must be laid across the full frontage of all lots before any water service connections will be made to any of the lots. On dead-end streets, the District Water System must extend all the way to the curb line at the street's end before any property at the end of said street may be connected to water mains. The District may waive, at its discretion, the requirement for full frontage coverage for proposals that involve only one single family residence on one parcel or in any case where, in the District's judgment there is definitely no likelihood of future main extension beyond the subject property, nor any likelihood for future development of more than one single family residence on the subject parcel.

For the purposes of this Article III the term parcel shall mean an existing or proposed lot, tract, or property of record. Existing parcels are those contained in the Assessor's plat of Island County, which have been assigned descriptions and numbers for tax purposes by the Island County Assessor. Proposed parcels are those shown delineated or described in any proposed Plat,

1 Short Plat, Binding Site Plan, or other approved form of subdivision. Parcels may not be  
2 unilaterally described by an owner as a portion of an existing parcel.

3  
4 **SECTION 3.02 - TEMPORARY CONNECTIONS ON PROPERTY ABUTTING AN**  
5 **EXISTING MAIN**

6  
7 Temporary connections may be approved, at the sole discretion of the District, for existing  
8 parcels upon which no more than one (1) Single Family Residence (SFR) connection is  
9 proposed, and which do not meet the requirements of Section 3.01 as to frontage. For such  
10 temporary connections under this section, the Owner shall make payment to the District an  
11 amount equal to \$75.00 per foot of "equivalent frontage", in addition to the established for  
12 Service Connection Charge's, and shall convey to the District by easement such rights-of-way,  
13 or easements as the District may require. The District shall determine which of the following  
14 methods or combinations thereof will be used to find the Front Footage, or apply such other  
15 formula, as the District deems fair and reasonable.

- 16  
17 A. The average width of the tract measured parallel to the water main to which connection is  
18 desired.  
19  
20 B. The actual frontage on another street or road right-of-way in which no water main exists,  
21 but where the construction of such main is planned or may be reasonably anticipated.  
22  
23 C. The actual frontage on a proposed street or road for which the Owner shall convey a  
24 right-of-way or easement to the District for utility purposes or to Island County for road  
25 and utility purposes. The width of any such granted right-of-way or easement being as  
26 determined by the recipient or beneficiary thereof.  
27

28 Upon payment by an Owner of the above-specified Temporary Connection Fee, receipt, thereof,  
29 shall be given by the District, describing the property for which payment has been made. In the  
30 future, if a new main is constructed by the District from which service can be taken, the Owner  
31 may connect to it by installing a new service line to a new meter location determined by the  
32 District and by giving a written request to the District for the change in meter location.  
33

34 In the alternative the District, may unilaterally re-locate said meter and connection to the new  
35 main once it is installed. There shall be no additional Service Connection Charges for the  
36 relocation of the meter or connection by the Owner or the District. The Owner, however, shall be  
37 responsible for any cost of construction associated with said meter re-location if initiated by the  
38 Owner. Upon re-location of a temporary service, the old temporary service shall be  
39 disconnected. No refund shall be made to the Owner if the Owner's fair share of the cost of  
40 constructing said new main is less than the payment to the District. If the actual main extension  
41 cost to the District exceeds the above temporary cost neither shall the District claim any  
42 additional amount due.  
43

44 **SECTION 3.02A TEMPORARY CONNECTIONS FOR A PARCEL THAT DOES NOT**  
45 **ABUT A PUBLIC ROAD OR ROAD EASEMENT**  
46

1 Temporary connections may be approved, at the sole discretion of the District, for existing  
2 parcels upon which no more than one (1) Single Family Residence (SFR) connection is  
3 proposed, and which do not meet the requirements of Section 3.01 as to frontage or section  
4 3.02. For such temporary connections under this section, the Owner shall make payment to the  
5 District an amount equal to \$75.00 per foot of "equivalent frontage", in addition to the estab-  
6 lished charges for service connections. The owners of the parcel shall be required to provide to  
7 the District a signed No Protest agreement against the parcel for any District main extension that  
8 passes their parcel for a term of twenty (20) years to be a recorded lien against the parcel by the  
9 District. In addition the owner agrees to pay an additional amount per foot of the cost of the  
10 extension at the time of a main extension less the \$75.00 per foot already paid.

### 11 **SECTION 3.03 - METER AND SERVICE CONNECTION SIZES**

12  
13  
14 The size of a service connection and meter shall be determined by the flow rate needed to  
15 adequately service the project  
16  
17  
18  
19

### 20 **MULTIPLE UNIT RESIDENTIAL** 21 **&** 22 **COMMERCIAL PROPERTIES OR PROJECTS**

23  
24 Multi-Family housing projects and new Commercial projects shall minimally be served by one  
25 metered connection per existing or proposed lot or parcel of record. Within any one Parcel new  
26 Commercial or new Multi-Family projects may be serviced by metered connections only in such  
27 manner as determined and approved by the District. Options available to the District include, but  
28 are not limited to, the following:  
29

- 30 1. One metered connection per each detached building; or
- 31  
32 2. One meter for each dwelling unit or each commercial business unit; or
- 33  
34 3. Such number of meters, above the minimum of one per building, as determined by the  
35 District.

36  
37 The pipe size for a service connection shall be not less than the size of the meter as set forth in  
38 the Application for Water. At the discretion of the District, larger pipes may be required to be  
39 installed to provide water to more than one meter from a single connection.  
40  
41

42 A separate General Facilities Charge shall be required for each metered connection.  
43 The maximum allowable distance from the water main to the meter shall be 60 feet. Any service  
44 connection of greater length shall be approved by the District prior to installation.  
45  
46



1     **SECTION 3.04 - WATER METER LOCATIONS**

- 2
- 3     A.     All water meters shall be placed in service in the public right-of-way or easement in  
4           which the mains of the District water system are situated. In the opinion of the District it  
5           would be mutually benefiting to the District and the Owner to locate the meter on private  
6           property. In the event that a meter is located on private property, the Owner shall provide  
7           such easement(s) or other documentation deemed necessary by the District clearly  
8           establishing that the District has the right of entry to inspect, service or remove the meter  
9           or to open or close the service valve at any time. At no time shall access to the meter be  
10          obstructed. It shall be the responsibility of the Owner to protect the meter from damage,  
11          and to keep access to meter area clear at all times.

12

13          Where a meter is located on private property, the District may at its discretion and, at the  
14          Owner's expense, install a valve at the property line. Unless governed by a written  
15          agreement stating otherwise, maintenance and repair of lines and facilities on private  
16          property by the District shall be billed to the Owner.

- 17
- 18     B.     All water meters to be serviced and read by the District shall be purchased through the  
19           District to insure compliance with standard specifications regarding accuracy, connectors  
20           and inter-changeability. Such purchase may be made directly from the District or from a  
21           source approved by the District.

22

23     **SECTION 3.05 - DEVELOPER-INSTALLED SERVICE CONNECTIONS**

- 24
- 25     A.     Developers of new subdivisions, or multi-family or commercial developments, who  
26           desire connection to the District water system shall be required to install all service  
27           connection lines and meter boxes (excluding meters) prior to construction and/or paving  
28           of streets or roads.
- 29
- 30     B.     If not installed at the time of main development, meters approved by the District shall, at  
31           the District's discretion either be supplied to the District for later installation or the  
32           Developer shall pay to the District such amount as needed to buy and install such meters  
33           when actually needed for building development.
- 34
- 35     C.     Developers shall, with District approval, install and test all service connections, including  
36           meters and meter boxes. Said service connections shall be shown on final project  
37           drawings, and be included in the Developer/Owner's conveyance to the District. All  
38           service connections shall be made with a corporation stop at the District main. All  
39           Service connections shall be made in accordance with District Specifications unless  
40           otherwise approved by the District. The District may, at its discretion, accept delivery of,  
41           or payment for, approved non-installed meters, in lieu of actual installation thereof.
- 42
- 43     D.     The General Facilities Charge shall be paid when Application for Water is made.
- 44

**ARTICLE - IV: REQUIREMENTS FOR  
UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)  
& INCORPORATION OF PRIVATE WATER SYSTEMS**

**SECTION 4.01 - UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)**

Any ULID set up for the constructing of a water main which is to become a part of the District water system shall meet all the requirements as set forth under this Regulation and the District's Specifications for constructions and materials, and applicable Federal, State and County Laws.

**SECTION 4.02 - EXISTING PRIVATE WATER OR SEWER SYSTEMS**

Any Owner wishing to connect a private water system to the District water system, or wishing to have the District adopt or accept any existing water, sewer, or other utility system, shall, if such proposal is approved by the District, convey to the District all right and title to said water/sewer system, together with any associated, or necessary Groundwater Rights, licenses, permits, plans, specifications, "as-builts", and approvals. The District's acceptance of such system shall be at the District's sole discretion, and may include, but not be limited to, the following conditions:

- A. That written Certification be provided by the Owner that the construction and all materials used to construct said system meet or exceed current Federal, State, Local, and District standards and specifications;
- B. That an accurate and full set of "as-built" drawings of said system together with complete and current satisfactory facility and water quality testing results be submitted to and approved by the District;
- C. That written approval and verification of all applicable Federal, State and Local Agencies with jurisdiction as to the suitability of the system for public use be obtained and submitted to the District;
- D. That such engineering or other professional certifications and assurances as deemed necessary by the District be provided regarding the system's design and construction and its consistency with all applicable Federal, State and Local plans, standards and laws.

The District may require existing private systems to be upgraded to meet all current requirements before conveyance of said system will be accepted by the District. The District shall be allowed free access for detailed inspection of all facilities proposed for conveyance to the District. The District may accept cash in lieu of upgrade in an amount equal to or exceeding the estimated cost of such upgrading as such cost is determined by the District upon review of existing system plans.

The Owner(s) shall agree to pay all costs incurred by the District in the administration, review, verification and certifications involved in determining the suitability of the system for acceptance or adoption by the District. Owner(s)) shall also pay any and all legal or administrative costs

involved in negotiating and perfecting the transaction including, but not limited to the preparation of all conveyance documents and title reports and insurance.

## **ARTICLE - V: RATES AND CHARGES**

### **SECTION 5.01 - CONNECTION CHARGES**

In addition to the General Facilities Charges and Service Connection Charges, an Owner of property fronting on a main for which the said property has neither been assessed nor otherwise paid its "pro-rata share" of the cost of said main may be required to pay a Local Facilities Charge to the District as a condition to the right to connect to said main. Said charges may be collected either for the benefit of the District or for private persons who have paid the cost of constructing said main and have entered into a recovery contract with the District.

#### **A. Recovery Contract**

After the District has accepted title to an Owner developed water main, the Developer/Owner has 90 days to present an acceptable recovery contract to the District, in which the District agrees to collect the therein specified "pro-rata cost share" or Local Facilities Charge of this newly constructed water main from the owner of any benefiting property, who did not contribute to the original cost of the improvement and who desires to connect to the main during a period of time consisting of no more than 15 years.

This 15-year period of time shall begin on the date the contract has been executed by the District and the Developer/Owner, and final acceptance of work by the District, and the original thereof is filed with the District, and/or is recorded with the Island County Auditor. If the document is recorded with the County Auditor by the District, then the date of such recording is the date said 15 years commences. In any case, any statutory limits on the duration of such recovery contracts in effect at the time shall over-ride those specified herein.

Monies collected by the District pursuant to recovery contract provisions shall be paid to the original Developer/Owner of said water main, their personal representative(s), designees, or assigns as may be specified in the said recovery contract, within (60) sixty working days after each collection.

There shall be a minimum additional charge of 10% by the District for making each collection, which additional charge shall be paid by the Developer/Owner and shall belong to the District. Said 10% collection charge will be taken by the District from the moneys collected before forwarding same to the applicable Developer/Owner's, their heirs, successors, or assigns.

Upon acceptance by the District of the title to the subject improvements, the District will notify, by delivery of a copy of these rules or other means, to the Developer/Owner thereof, of the above right to enter into a recovery agreement with the District. If no action is taken by the developer within the 90 days provided for above, the right to enter

1 into a recovery agreement shall be forfeited. Each Recovery Contract is subject to the  
2 following conditions:  
3

4 1. Owners requesting the District to make the above cited collections on their behalf  
5 shall submit to the District for acceptance a contract to be known as a Recovery  
6 Contract. The contract shall describe the improvements made and stipulate, by  
7 legal description, those non-participating and benefiting properties which shall  
8 thereafter be required to pay the applicable and stated "fair pro-rata cost share" or  
9 "surcharge" to be collected by the District. The contract shall also specify, by  
10 legal description, as applicable, those properties by legal description and/or  
11 Owners thereof to whom payment of collected charges shall be made.  
12

13 2. The "fair pro-rata cost share" for recovery contracts and the formula for  
14 computation thereof shall be specified in or otherwise be a part of the recovery  
15 contract between the District and the Developer/Owner of the improvements in  
16 question.  
17

18 If Front Footage is the basis of such formula "Fair pro-rata cost share" is defined  
19 as the total actual cost of the improvements including, but not limited to, design,  
20 permits, fees, construction, engineering, administration, legal fees, finance costs,  
21 etc. related to construction and to conveyance of the mains to the District, divided  
22 by the number of feet of frontage of all property along or parallel to the main  
23 which may reasonably be expected to benefit by a connection thereto for water  
24 service (including the participating properties). If any other formula or formulas  
25 are to be applied, they, and their justification, shall be specifically described in the  
26 contract and specifically applied to the specified non-participating properties.  
27

28 3. In addition to the submission of the Recovery Contract, it shall be the  
29 responsibility of the Developer/Owner requesting such contract to show on the  
30 "as-built" drawings for the system those frontages and/or properties which are  
31 considered to have participated in said project and are not subject to future  
32 connection charges, as well as those which are. If any of the tracts subject to  
33 recovery are corner lots or irregularly shaped so as to make determination of  
34 benefiting frontage or area difficult, a fair "equivalent frontage" or other formula  
35 and resultant amount shall be specified in the contract.  
36

37 In the computations of "fair pro-rata cost" share this equivalent figure shall be  
38 used and shall be shown on the drawings.  
39

40 4. Each recovery contract shall be reviewed and approved by the District which  
41 process may include review by the District's Attorney, Certified Operator,  
42 Administrator, and Engineer, all at the expense of the Developer/Owner. For this  
43 purpose, the Developer/Owner shall submit all necessary documenting data on the  
44 actual cost of construction, as well as the costs of conveyance and any  
45 statement/affidavit required by Section 2.01 (H). The District shall request such  
46 changes in the contract, as it deems necessary, or required by law and principals

of equity, and shall accept and/or execute such contract only after such changes, if any, have been made.

5. Every recovery contract shall include language which indemnifies the District and holds it harmless from any legal challenge to the sufficiency, fairness, or enforceability of said contract, and which specifies that any and all costs associated with the defense of any such legal challenge and any and all awards or judgments arising therefrom, shall be the responsibility of the Developer/Owner seeking to protect the recovery therein established.
6. Every contract shall specify any and all exemptions from recovery as per Section B below.
7. Every contract shall include a provision requiring that every two years from the date the contract is executed, the Developer/Owner entitled to reimbursement shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract.

#### **B. Enforcement of Recovery Contract Collections**

The District shall not waive any collections required by a recovery contract and shall exercise reasonable vigilance to assure that payment of fair shares is not evaded. In general, unless exempted herein below or by operation of law recovery contracts shall be applicable to all new service connections made directly to the mains which are subject to the recovery contract. The following circumstances, projects, and activities shall be exempt from recovery contract provisions.

1. The connection in any manner or direction of additional mains to the mains otherwise subject to a recovery contract if said additional mains are constructed in a public right-of-way or easement of the District, existing at the date of acceptance of the recovery contract; or
2. Any improvements or additions to or extensions of the Subject Mains conducted, authorized, or required by the District, which in the opinion of the District provides benefits to the overall operations to the District water system.

If, as a result of the existence of two or more mains under separate recovery contracts, any property may be reasonably served from more than one main, the District shall first determine from which main service is to be supplied based on proximity, topography, natural features, ease of future service, meter location, and other such reasonable factors. All other factors being equal, including distance, the Owner of the property may choose to be connected to a particular main and the pro-rata share will be collected under that contract only.

1  
2 E. Connection Charge for Partial Water Line Extensions  
3

4 Under special circumstances, such as at pressure zone separations, the District may  
5 permit only a portion of a water main extension to be constructed. In such cases, the  
6 Developer/Owner(s) shall deposit a sum of money calculated by the District per approved  
7 plans, for the portion of frontage not covered by the extension but required to be covered  
8 under Sections 2.01B and 3.01 of this Regulation. Said sum shall be used by the District  
9 to pay the developer's portion of a future extension past the frontage not covered by the  
10 partial extension.  
11

12 No refund shall be made if the Owner's future fair share of the cost is less than the  
13 payment to the District, neither shall the District claim any additional amount due if it  
14 incurs a greater cost for such future extension construction.  
15

16 **SECTION 5.02 - GENERAL FACILITIES CHARGES**  
17  
18

19 For all Parcels where there is no water service, General Facilities Charges shall be as  
20 follows:  
21

22 General Facilities Charge, by water meter size  
23

Meter size	factor	Charge
5/8 x 3/4 inch	1.0	\$7,140
1 inch	2.5	\$17,850
1 1/2 Inch	5.0	\$35,700
2 inch	8.0	\$57,120
3 inch	16.0	\$114,240
4 inch	25.0	\$178,500

31  
32 If the customer needs to increase the meter size they will be required to pay a prorated General  
33 Facilities charge. There will be no refund made to customers who reduce the meter size.  
34  
35

- 36 1. The District shall accept an Application for Water on the condition that the owner  
37 will start construction within one year. The owner shall submit with the  
38 Application for Water a check or money order for the Service Connection  
39 Charges established by the Board. If the customer fails to start construction  
40 within the prescribed period, the application will be voided and the District will  
41 refund the amount paid by the owner, less any costs incurred by the District, to  
42 the Owner without interest. Where circumstances presented to the District Board  
43 in writing, an extension to the Application for Water may be granted for a period  
44 up to six months.  
45

2. General Facilities Charges do not include any of the costs of labor, parts or materials of making the necessary installation nor is the cost of the applicable meter or meter box included in these fees. The Owner shall be responsible for all installation costs. Such billable costs include but are not limited to, excavation, tapping the main line, installing meter box, meter, fittings, and valves, pipe and laying pipe, inspections and testing, pressure reducer(s), backflow prevention devices or check valve(s) if required or ordered, nor shall it include connections requiring the laying of pipe beyond a property line from the main.

Generally, an applicant will hire the services of a licensed contractor to perform all such work under the inspection of the District.

If any property or parcel, regardless of zoning, is not within the District Boundaries, then an additional General Facilities Charge of \$3,000 is required above the normal General Facilities Charge for each service connection.

### **SECTION 5.03 - WATER EXTENSION ADMINISTRATION, REVIEW, AND INSPECTION CHARGES**

All persons who extend the District water system shall pay for inspection thereof at no cost thereof to the District. All District related or incurred costs or fees associated with water main extensions or connections shall be paid prior to final acceptance of the mains by the District and prior to use.

**SECTION 5.04 - WATER USE** Rates or charges for water use shall be based on a fixed Base Rate for each billing period and on the quantity consumed during each billing period as hereinafter defined.

The Base Rate will increase annually based on the December Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bremerton Washington area for All Urban Consumers and will be effective January 1<sup>st</sup> of each year. In the event the CPI should go down, no increase or decrease will occur until such time the CPI goes back up.

The consumption and use of all water taken from the District water system shall be metered at every connection to said water system. All water taken from the system at any point or from any hydrant on temporary or permanent basis shall also be measured.

In addition, the monthly or periodic regular base rate and consumption charges for new service to properties outside the District Boundaries shall be three times the amount applicable to properties within the boundaries of the District. Any service to properties outside the boundaries of the District shall be at the sole discretion of the District and may only be approved by the District Board at a public meeting. In all such cases the owners of the applicable properties shall submit a signed annexation petition and/or agreement in such form as acceptable to the District.

Service connections to parcels outside the District boundaries that were in effect as of March 14, 2002 shall continue to pay only twice the usage charges.

1  
2 **A. Billing Period**  
3

4 The billing period for single and multi- family residential customers within the District's  
5 Freeland service area shall be three months and the Harbor Hills, Sunnyview Farms,  
6 Freeland commercial and multi-family billing period will be two months.  
7

8 **B. Billing Increments**  
9

10 Charges for water used shall be computed based on consumption.  
11

12 **C. Rates**  
13

14 **FREELAND WATER AND SEWER DISTRICT**

15  
16 **QUARTERLY RESIDENTIAL METERED WATER CONSUMPTION RATE**  
17

<u>Consumption</u>		<u>Quarterly Rate</u>
0-1500 cubic feet	=	\$1.35 per 100 cubic ft.
1501-3000 cubic feet	=	\$1.70 per 100 cubic ft.
3001-4500 cubic feet	=	\$2.05 per 100 cubic ft.
4501-6000 cubic feet	=	\$2.45 per 100 cubic ft.
Greater than 6000 cubic feet	=	\$2.85 per 100 cubic ft.

25  
26  
27

28 **QUARTERLY RESIDENTAIL BASE RATE PER UNIT**  
29

Quarterly Charge	\$ 38.36
------------------	----------

31  
32

33 Multi-family residential units in existence as of June 14, 2010 that are served by a single meter  
34 shall be subject to a quarterly base rate equal to the number of dwelling units served by that  
35 meter times the single family quarterly base rate. To determine water consumption charges, the  
36 total consumption shall be divided by the number of units in the multifamily dwelling and that  
37 average consumption shall be applied to the consumption rate table above. Example: If four  
38 units are served by a single meter, the quarterly charge would be four times \$38.36 (the single  
39 family base rate as of January 1st, 2013), or \$150. If that multifamily dwelling unit consumed  
40 7000 cubic feet in a three month period, the first 6000 cubic feet would be charged at the rate for  
41 0-1500 cubic feet of water consumption and the remaining 1000 cubic feet would be charged at  
42 the next highest rate.  
43  
44  
45  
46  
47



**FREELAND WATER AND SEWER DISTRICT**  
**BI-MONTHLY COMERCIAL WATER CONSUMPTION RATE**

<u>Consumption</u>		<u>Bi-Monthly Rate</u>
0-1000 cubic feet	=	\$1.35 per 100 cubic ft.
1001-2000 cubic feet	=	\$1.70 per 100 cubic ft.
2001-3000 cubic feet	=	\$2.05 per 100 cubic ft.
3001-4000 cubic feet	=	\$2.45 per 100 cubic ft.
Greater than 4000 cubic feet	=	\$2.85 per 100 cubic ft.

**BI-MONTHLY COMMERCIAL BASE RATE**

<u>Meter Size/Type</u>	<u>Bi-Monthly Charge</u>
¾ or 1" meter	\$ 63.94
1 1/2" meter	\$ 127.87
2" meter	\$ 204.60
3" meter	\$ 409.20
4" meter	\$ 639.37
6" meter	\$1,278.75
8" meter	\$2,046.00

The base rate penalties for all Commercial customers exceeding 1 ERU shall be calculated on \$63.94 per each additional ERU.

EXAMPLE: A 2" meter with 8 ERU's, the base rate would be \$652.18 – Base of \$204.60 plus 7 ERU's at \$63.94 = \$447.58 for a total base of \$652.18.

**HARBOR HILLS WATER BI-MONTHLY RESIDENTIAL METERED WATER  
CONSUMPTION CHARGES**

**BI-MONTHLY CONSUMPTION RATE**

0-10,000 gallons	\$2.10 per 1,000 gallons
10,001-20,000 gallons	\$3.50 per 1,000 gallons
20,001-30,000 gallons	\$3.80 per 1,000 gallons
30,001-40,000 gallons	\$4.55 per 1, 000 gallons
Over 40,000 gallons	\$4.90 per 1,000 gallons

**ADDITIONAL FIXED BI-MONTHLY RATE**

Residential-Base Rate	\$71.61
Residential Capital Improvement Fund	\$17.00

1  
2  
3 **SUNNY VIEW FARM FIXED RATE**  
4

5 Bi-monthly rate (non-metered) \$66.49  
6

7 **ARTICLE - VI: ENFORCEMENT**

8 **SECTION 6.01 - FAILURE TO REPAIR OR REPLACE PRIVATE WATER LINES**  
9 **OR FIRE PROTECTION LINES THAT ARE NOT METERED**  
10

11 If any repair or replacement of a private water service is not made within 30 days after official  
12 notice has been given to make such corrections, the District may cause the water service to be  
13 disconnected.  
14

15 Owners of property connected to the District water system are responsible for the maintenance  
16 and repair of all water lines on their properties, including the area around their water meter,  
17 which have not been formally conveyed (together with associated easements and/or agreements)  
18 to the District in accordance with these rules. This responsibility commences at the property line  
19 or right-of-way/easement boundary regardless of meter location.  
20

21 One-Time Exception: Customers may submit requests for a one time only 50% consideration on  
22 a water bill caused by leakage on the Customer's side of the property line or meter box as the  
23 case may be. The customer must submit a written request to the Board regarding water usage  
24 during any given billing period caused by a leak. To be considered, the District requires that the  
25 leak be repaired within a reasonable time. The District Board will review any letter for  
26 consideration at their next held regular monthly meeting. If the requested consideration is  
27 granted, it will be noted on the customer's billing file as a one-time only lifetime credit due to  
28 leak. The District will respond with a letter to the customer and post the credit accordingly to the  
29 customer account.  
30

31 **SECTION 6.02 - GENERAL CHARGES**

32 Any future changes or additions to District water system, whether inside or outside the legal  
33 limits of the District, must conform to the Comprehensive Water System Plan established by the  
34 District Board.  
35

36 **SECTION 6.03 - DISCONTINUANCE OF SERVICE**  
37

38 The District may refuse or may discontinue service to any customer for violation of any  
39 provision of this Regulation, or for failure to pay bills when due. The District may limit, refuse  
40 or discontinue service to any customer who requires or uses such volume of water that water  
41 service to any other customer may be thereby impaired.  
42

43 The District shall discontinue service to any customer who makes an unauthorized connection to  
44 the District water line, bypasses a District water meter or in any other way, misappropriates  
45 District water, or fails to comply with District water conservation actions or orders. An illegal

1 connection fee of \$1,000.00 will be paid in addition to the Service Connection Charges on any  
2 illegal connection.

3  
4 Discontinuance of service for any cause stated in this Regulation shall not release the customer  
5 from his obligation to the District for payment of bills or charges. Whenever service is  
6 discontinued, as provided above, the customer shall be charged for the discontinuance.

7  
8 Restoration of service, at the customer's request and after payment of all bills due, shall be done  
9 at the convenience of the District, and an additional charge shall be made for this service.

10  
11 Restoration of service, at any time other than regular business hours shall be charged at actual  
12 costs, but in no case shall the charge be less than \$50. A customer who wishes to shut off water  
13 service shall give at least three days' notice to the District. No charge will be made for shutting  
14 off the supply. A customer, who shuts off water service and then later requests restoration of  
15 service at the location, shall be charged \$50 for such restoration of service.

16  
17 Any customer who permanently terminates water service will have to re-apply by submitting an  
18 Application for Water and paying any Service Connection Charges as determined by the District.

19  
20  
21 **SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE WHERE ACCOUNT**  
22 **DELINQUENT**

23  
24 It shall be the duty of the District to keep accounts with all consumers of water; to enter on such  
25 accounts all charges and penalties. The District shall provide for proper accounts with all  
26 consumers of water, and every sixty days or less, compile a statement of the names and property  
27 of such consumers as are delinquent, and shall forthwith cause that service of these consumers to  
28 be discontinued.

29  
30 Delinquent accounts interest rate shall be in accordance with RCW 57.08-081(3) in addition to  
31 late fees on the unpaid balance. NSF fee shall be subject to current rate charged by Whidbey  
32 Island Bank.

33  
34 An account shall be deemed delinquent if not paid within thirty (30) days following the date of  
35 billing. There shall be a further ten percent (10%) service charge for a Water Shut off Notice.  
36 Water connections shall be cut off thirty days after an account becomes delinquent and remains  
37 unpaid. A shut off charge of \$50.00 will be added

38  
39 **SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES**  
40

41 All water rates will be charged against the premises for which the service was installed. All  
42 charges for water, when the same become delinquent and unpaid, shall be a lien against the  
43 premises to which water service has been furnished.

44  
45 The District will certify such delinquencies to the Treasurer, Island County, Washington, to fix a  
46 lien against the property affected for the amount of the rates or other charges unpaid plus lien

1 fees and penalty of an additional 12 percent of such other charges unpaid plus interest at the rate  
2 of 12 percent per Annum from the date of each delinquency which shall be a lien against the  
3 property on which the service is received, subject only to lien for general taxes.

4  
5 The foregoing provisions shall be in addition to the authority provided by law, to bring suit for  
6 foreclosure where rates and charges for water supplied and penalties are delinquent for a period  
7 of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW  
8 57.08.090.

INDEX

ARTICLE I	GENERAL	PAGE
SECTION 1.01	DEFINITION	1
SECTION 1.02	SPECIFICATIONS	3
SECTION 1.03	APPLICATION FOR WATER SERVICE	4
SECTION 1.04	STATE AND COUNTY RULES	4
SECTION 1.05	LIMITS OF DISTRICT RESPONSIBILITY	4
ARTICLE II	CONSTRUCTION REQUIREMENTS	
SECTION 2.01	EXTENSION OF MAINS	4
SECTION 2.02	PIPE SIZE, TYPE AND LOCATION	11
SECTION 2.03	FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF VALVES AND APPURTENANCES	11
SECTION 2.04	EASEMENT REQUIREMENTS FOR WATER MAIN INSTALLATION	13
ARTICLE III	REQUIREMENTS FOR SERVICE CONNECTIONS	
SECTION 3.01	FRONTAGE & REQUIREMENTS FOR SERVICE CONNECTIONS	13
SECTION 3.02	TEMPORARY CONNECTIONS ON PROPERTY ABUTTING AN EXISTING MAIN	14
SECTION 3.03	METER & SERVICE CONNECTION SIZES	15
SECTION 3.04	WATER METER LOCATIONS	16
SECTION 3.05	DEVELOPER-INSTALLED SERVICE CONNECTIONS	16
ARTICLE IV	REQUIREMENTS FOR UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID) & INCORPORATION OF PRIVATE WATER SYSTEMS	
SECTION 4.01	UTILITY LOCAL IMPROVEMENT DISTRICT (ULID)	17
SECTION 4.02	EXISTING PRIVATE WATER OR SEWER SYSTEMS	17
ARTICLE V	RATES AND CHARGES	
SECTION 5.01	CONNECTION CHARGES	18
SECTION 5.02	GENERAL FACILITIES CHARGES	21

1	SECTION 5.03	WATER EXTENSION ADMINISTRATION	22
2		REVIEW AND INSPECTION CHARGES	
3	SECTION 5.04	WATER USE	22
4			
5	ARTICLE VI ENFORCEMENT		
6			
7	SECTION 6.01	FAILURE TO REPAIR OR REPLACE	25
8		PRIVATE WATER LINES OR FIRE	
9		PROTECTION LINES THAT ARE NOT	
10		METERED	
11	SECTION 6.02	GENERAL CHARGES	25
12	SECTION 6.03	DISCONTINUANCE OF SERVICE	25
13	SECTION 6.04	ACCOUNT-DISCONTINUING SERVICE	26
14		WHERE ACCOUNTS DELINQUENT	
15	SECTION 6.05	WATER RATES LIEN AGAINST	26
16		PREMISES	
17			
18	EXHIBIT – B	GENERAL SPECIFICATION FOR WATER MAIN EXTENSION	
19			
20	EXHIBIT – C	TECHNICAL SPECIFICATION	
21			
22			
23	EXHIBIT – D	CROSS CONNECTION POLICY	
24			
25	EXHIBIT – E	GREENHOUSE GAS REDUCTION POLICY	
26			
27	APPENDIX A	STANDARD PLANS	
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			

**FREELAND WATER and SEWER DISTRICT**

PO Box 222  
Freeland, Washington 98249  
Phone: (360) 331-5566

**APPLICATION FOR WATER**

NAME OF APPLICANT: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: (HOME) \_\_\_\_\_ WORK \_\_\_\_\_

NAME OF PROPERTY OWNER  
(If different than applicant) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: (HOME) \_\_\_\_\_ WORK \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

ASSESSOR'S TAX PARCEL NO \_\_\_\_\_

PLAT INFORMATION (If applicable) PLAT OF \_\_\_\_\_

LOT # \_\_\_\_\_ BLOCK # \_\_\_\_\_ DIVISION # \_\_\_\_\_

\*\*\*\*\*CHARGES\*\*\*\*\*

CAPITAL FACILITIES CHARGE: \$ \_\_\_\_\_

SERVICE INSTALLATION COST ESTIMATE \$ \_\_\_\_\_

LOCAL FACILITIES OR RECOVERY CHARGES (If applicable) \$ \_\_\_\_\_

TEMPORARY CONNECTION CHARGE (If applicable) \$ \_\_\_\_\_

OTHER CHARGES: \$ \_\_\_\_\_

TOTAL SERVICE CONNECTION CHARGES \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

Date \_\_\_\_\_

Water service for each individually metered dwelling unit, household, or commercial building shall require a separate Application for Water and Service Installation Charges. General Facilities Charges are to be paid at the time of Application for Water. This application is applicable only to one metered service connection to an existing water main owned and operated by the Freeland Water and Sewer District. This agreement does not assure or imply any obligation of the District to provide service to any future development or subdivision of the property herein described.

\*\*\*\*\*FOR DISTRICT USE ONLY\*\*\*\*\*

Application accepted by:\_\_\_\_\_ Date\_\_\_\_\_

Account No \_\_\_\_\_

Meter Size\_\_\_\_\_Make\_\_\_\_\_Meter No.\_\_\_\_\_

Install Date\_\_\_\_\_ Reading\_\_\_\_\_

Meter Location\_\_\_\_\_

Site Inspection by\_\_\_\_\_ Date\_\_\_\_\_

As-Built Prepared By\_\_\_\_\_ Date\_\_\_\_\_

\*\*\*\*\*AGREEMENT\*\*\*\*\*

This agreement is made and entered on the year and date herein stated by and between the Applicant and Owner(s) of the herein above described or identified property or premises, hereinafter referred to as the "Owner" and the Freeland Water and Sewer District, herein after referred to as the "District".

The District shall accept an Application for Water on the condition that the Owner will start construction within one year. The Owner shall submit with the Application for Water a check or money order for the Service Connection Charges established by the Board. If the Owner fails to start construction within the prescribed period, the application will be voided and the District will refund the amount paid by the Owner, less any costs incurred by the District, to the Owner without interest. Where circumstances presented to the Board in writing, an extension to the Application for Water may be granted for a period up to six months.

The Owner herein agrees and understands that all rates and charges to the described property shall be paid in accordance with existing rules, resolutions, ordinances and/or regulations of the District.

The customer hereby acknowledges the right of the District to charge and collect the rates and enforce the penalties provided, and to change said rates and charges at any time without notice to the Owner.

The signing of this Application for Water by the Owner and the acceptance thereof together with all applicable fees, charges assessments and/or recovery contract charges, by the District shall constitute a binding contract between the parties.



This Agreement may be unilaterally terminated and water service discontinued at any time by the District upon finding that payments made by the Owner at the time of signing and acceptance were insufficient to satisfy all outstanding legally established obligations applicable to the property or premises herein above described, provided that upon such finding the Owner be provided notice of any such outstanding obligations with the opportunity to settle same within 30 days of notice in a manner satisfactory to the District.

The Owner agrees that the District shall not be held liable or responsible for any and all damages by water, water pressure, or other causes relating from any water lines, facilities, plumbing, or appliances not owned and operated by the District, and further that the District shall not be held liable or responsible for any and all damages which may result from any interruption or failure, in the supply of water for any reason to the premises of the Owner, nor shall any such interruption or failure be held to constitute a breach of this contract on the part of the District, or in any way relieve the Owner from performing the obligations of this contract.

The Owner agrees to bear all responsibility, and liability for the proper maintenance, repair, and of all water lines, pressure reducing valves, fixtures, equipment and/or appurtenances extending from the District water meter assigned to the premises of the Owner.

The Owner shall not extend service from said meter or water lines extending therefrom to any other parties or properties than those specifically herein above described or identified unless specifically reviewed and approved in writing by the District, Provided that any such approval by the District is valid only to the extent that it conforms to applicable Rules and Regulations of the District, Island County and the State of Washington.

The Owner agrees that all charges for water, if not paid prior to delinquency, shall constitute lien against the above described property and/or premises which may be enforced as provided by law.

The responsibilities of the District to supply water adequate for normal domestic use per applicable State Standards for minimum pressure, quantity, and quality, ends at the meter from which service is supplied to the herein above described or identified premises.

The Owner understands and agrees that at certain times in the future the District may need to take measures to conserve or restrict water usage for protection of the system from source overuse, and that, when such is deemed necessary by the District, The Owner will cooperate in implementing all conservation practices or any water shortage response plans or actions by the District. Failure of Owner to do so will constitute authorization to the District too immediately, and without notice, shut off the supply of water to the property or premises of the Owner.

Further, the Owner agrees not to make any claim against the District or its agents or employees for damages or loss of production, sales or service, in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operations of a water system.

The responsibilities of the Owner pursuant to this agreement shall, run with the land, properties, and or premises herein above described or identified and shall be binding on all parties having or acquiring any right, title, or interest in said property or premises or any part thereof, and shall transfer to each owner thereof.

The responsibilities of the District pursuant to this agreement shall, not run with the land, properties, and or premises herein above described or identified. The District's responsibilities

and/or obligations pursuant to this agreement are not transferable to other parties having or acquiring any right, title, or interest in said property or premises or any part thereof unless and until the District is notified as to the identity of the Owner, assuming responsibilities under the terms of the agreement and all outstanding obligations applicable to the property have been met.

The District herein may disconnect, discontinue, or interrupt service to the herein above described property or premises for failure to comply with or abide by the terms of this agreement including but not limited to failure to pay applicable assessments, charges, rates, or fees, or failure to cooperate in conservation and secure protection measures implemented by the District, or any failure to comply with applicable laws, regulations, or rules of the State of Washington, Island County, or the District pertaining to water supplies and systems.

Additional enforcement of this agreement may be by proceedings at or in equity against any person violating or attempting to violate any of the terms, either to restrain such violation or to recover damages therefrom, and may be brought by the District. The prevailing party as determined by the applicable court of jurisdiction shall be entitled to reasonable attorney's fees and all costs incurred in prosecuting or defending such action.

If any provision or provisions or terms of this agreement or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of said provisions or terms or the application of the provision(s) or terms to other persons or circumstances shall not be affected. The invalidation of any of these provisions or terms shall in no way affect any of the other provisions or terms which shall remain in full force and effect upon the parties and properties herein described.

_____	Date_____
Owner signature	
_____	Date_____
Owner signature	
_____	Date_____
Owner signature	
_____	Date_____
Owner signature	

## DEFINITIONS

As used herein, the following terms shall be defined as follows:

**"Application for Water"** shall refer to a standard form to be provided by the District to summarize necessary information about the owner(s) applying for water service and to relay pertinent information to applicant regarding terms and conditions of service.

**"Board"** shall mean the Board of Commissioners of the Freeland Water and Sewer District.

**"General Facilities Charge"** is the base Hook-up fee charged by the District for all new service connections to existing water mains owned and/or operated by the District. It is the fee charged after all other obligations have been met and an owner wishes to have meter, meter box, and valve installed in order to commence the drawing of water from said main. The fee does not include any of the costs of labor, parts or materials needed to complete a connection.

**"District"** shall mean the Freeland Water and Sewer District, Freeland, Washington, governed by an elected Board.

**"Local Facilities Charges and Recovery Fees"** are those charges and assessments applicable to property fronting on or benefiting from an existing water main of the District, but which said property did not in any way previously pay a fair "pro-rata share" towards the construction of said water main constructed by the District, or which said property is subject to an existing "recovery contract" between the District and a Developer/Owner who paid for the construction of said main, or, which said property was a non-participating or excluded property which benefited from a ULID which financed the construction of said main.

**"Owner"** shall mean the person, partnership or corporation owning the particular premises to which water is being or is to be furnished.

**"Service Connection Charges"** - This is the sum total of all charges and fees and costs to which a particular parcel or property or premises is subject prior to being assured a supply of domestic water from the District water system.

**APPENDIX U**

**RESPONSE TO DOH COMMENTS**

**Freeland Water & Sewer District**  
**Location:** 5585 Lotto Avenue – Freeland, WA 98249  
**Mailing:** P.O. Box 222 – Freeland, WA 98249  
**Telephone:** 360-331-5566 **Fax:** 360-579-2058  
**Email:** [info@freelandwsd.com](mailto:info@freelandwsd.com)

April 2, 2020

Ms. Jennifer Kropack  
Regional Planner  
Washington State Department of Health  
20425 72nd Avenue South, Suite 310  
Kent, WA 98032-2388

Subject: Harbor Hills Water System Plan Update

Dear Ms. Kropack:

The purpose of this letter and the accompanying Water System Plan update is to respond to Department of Health comments on a draft water system plan update our prior engineering consultant, Mr. George Bratton, P.E., submitted in April 2019. With a few exceptions, we found the comments to be appropriate and constructive, and trust that our efforts to improve our plan based on your comments are recognized and that our plan can be approved. The Plan has been significantly revised. How we addressed each of the comments in your July 3, 2019 letter is identified below, *in italics*.

**System Description and Basic Planning Data**

1. How many additional ERU's are you requesting with this plan, if any?

*No additional ERUs are being requested.*

2. Per Municipal Water Law, document the legal change in water right place of use through both the County's CWSP process and the two state agencies for the permanently supplied wholesale service area (See comment #5 below).

*Application for Water System Review to the County was made in September 2019 to change the service area. In response to your November 7, 2019 comments on the Water System Review, and subsequent phone conversations with our District Engineer, Mr. Roger Kuykendall, P.E., additional information regarding the water right place of use was forwarded to you and Mr. Jonathan Lange of Island County on January 24, 2020. The maps in both the Freeland Water System Plan and the Harbor Hills Water System Plan have been updated per your direction to Mr. Kuykendall on March 9, 2020.*

3. Island County has not received a completed Water System Review (WSR) form to expand your wholesale service area to the eight parcels.
  - a. DOH needs a signed local government consistency statement prior to WSP approval.  
*See comments under Item No. 2.*

4. Island County franchise expires during this plan approval period (8/19/2021) so this needs to be updated prior to a 10-year WSP approval.

*District has applied for a franchise renewal with Island County.*

5. Multiple Pages. Provide correction and clarification to the below narratives:

- a. Intertie

- i. Narrative contradicts itself between “emergency intertie” and permanent intertie and water right place of use expansion.

*The figures and narrative have been updated. The intertie provides a continuous supply of water to customers upstream of the Bercot Road PRV station (permanent supply) and also supplies water on a standby basis (emergency supply) to the Freeland service area downstream of the PRV station.*

- ii. Provide template legal agreement for the use of the intertie between the two separate water systems per WAC 246-290-132 and Appendix E.

*Because FWSD owns and operates both systems, we were advised by our attorney to provide a resolution, rather than an agreement. A copy of the intertie resolution is attached, and included in Appendix K of the Plan.*

- b. Water right “place of use” expansion. The water system is considered a municipal water supplier and may expand place of use water right by act of Municipal Water Law (MWL) through a service area expansion by following the County CWSP process (completing a WSR form), and through plan submittal at the state agencies of DOH and Ecology. MWL sunset a change application requirement for “place of use.”

- i. Correct narratives on pages 9 & 10 under wholesale supply and administrative options.

*The narrative has been revised and the pertinent section “Wholesale Supply” is now on page 13.*

6. Update the Water Facilities Inventory (WFI) form. There are inconsistencies in the sources and their “use” designations (permanent, seasonal, or emergency). The Harbor Hill water system’s WFI was erroneously provided in Appendix A.

*Please see the attached updated WFI. Well No. 3 is the sole operating source, and the South Well (Well No. 1) will be added in 2020 as a second operating source. The North Well (Well No. 2) will be tested and equipped as an emergency source.*

7. Provide monitoring results for the non-emergency sources with the resubmittal and prior to plan approval.

*Monitoring results for the South Well (Well No. 1) are forthcoming, prior to bringing the well online.*

### **System Analysis**

8. Harbor Hills must assess the capacity of each system component such as source, treatment, storage, transmission, and distribution, individually, and in combination with each other. The goal is to provide water of adequate quality, quantity, and pressure during minimum supply and maximum demand scenarios.

*The assessment of the components of capacity is now provided in the Section D of the WSP, summarized in Table 13.*

9. Evaluate the capacity of each individual source Harbor Hills uses. The overall water system source-capacity is the sum of the reliable production capability for each source, excluding emergency sources, but including interties.

*See response to item 8 above.*

10. Harbor Hills should quantify MDD, ADD,  $ERU_{MDD}$  and  $ERU_{ADD}$  by using actual water consumption records. Two years of water usage data recorded during the summer months is required (DOH recommends daily during peak water usage weekends).

*The MDD, ADD, etc., are quantified using actual records and presented in Section C of the WSP.*

11. Harbor Hills must provide current and future water demands. For systems serving different customer classes, you should create separate estimates for residential and nonresidential connections.

*Current and future water demand estimates are provided in Section C. There are only two non-residential customers served by Harbor Hills: the golf course clubhouse (assessed at 2 ERUs) and the sewer treatment plant (assessed at 3 ERUs). Water use from these two customers typically does not exceed their number of assessed ERUs. Since the non-residential use amount is similar, the future water demand is based on residential usage.*

12. Consider each of the following storage elements when determining the total storage volume requirement, whether the element is directly related to system capacity or not:

*The various storage elements are analyzed in Section D of the WSP, and indicates that bringing the South Well (Well No. 1) on line is needed to meet capacity needs.*

- a. Operational storage
- b. Equalizing storage
- c. Standby storage
- d. Fire suppression storage
- e. Dead storage

13. Water systems must use a hydraulic analysis when evaluating distribution system capacity. The hydraulic analysis is then used to determine if distribution system components are adequately sized to provide residual pressure at the customer meter or property line according to the water system's adopted standards, or the following minimum residual pressures, whichever is greater. Provide an updated hydraulic model.

*The hydraulic analysis is provided in Section D.*

14. Distribution system leakage (DSL) exerts as real demand on sources, storage, and distribution systems as actual customers. Evaluating water system capacity without considering the productive and distributive requirements associated with DSL will overstate water system capacity. Include the DSL in your capacity calculations.

*Distribution System Leakage is very low. Table 10 of the WSP shows the 2018 average 3-year DSL at 5.3%. The calculated average day demand is based upon actual consumption data for the last three years, plus a 10 percent DSL allocation. The maximum day demand estimation uses the average day demand, and therefore includes DSL.*

15. Summarize the element that limits the total water system capacity, as well as, system capacity based on each system element (e.g., source production, water rights, storage, pumping).

*A summary of system limitations is provided in Section D, Table 13. Well production is the limiting factor with only Well No. 3 operating. Once the South Well (Well No. 1) is brought online, the limiting factor will be Storage.*

### **Operations & Maintenance**

16. Since the District chose to keep the plans separate, please provide in the plan all the program areas specific to Harbor Hills, such as cross connection control, source water protection, water quality monitoring, Coliform Monitoring plan, E. Coli response plan, and emergency response.

*Identified District programs are included in the appendices.*

17. Cross Connection Control. Narrative on pages 2, 13, 14, & 25. Three irrigation systems are identified on p. 13, in Table 5, yet narrative says there is only one protective device at the WWTP. Provide a CCC specialist's inspection report. Do they need protection devices installed? If yes, commit to a time schedule of within the next six months.

*A CCC Specialist's report is attached for the device at the WWTP, and included in Appendix R of the Plan. There are no other nonresidential, commercial, or potentially hazardous connections to the system. The irrigation connections were removed some time ago – the District no longer sells water to the golf course. The narrative has been updated.*

18. Address the previous 2016 sanitary survey findings. Have they been addressed? If not, provide a timeline when these will be addressed:

- a. The change at the treatment plant has not been approved by our office. Please work with your engineer and submit as-built engineering documents for these changes.

*As-built engineering documents were submitted to DOH on June 3, 2019 with the Bercot Road Intertie Project Report.*

- b. Bring the reservoir overflow to daylight and ensure the check valve remains in closed position when the reservoir is not overflowing. A screen at the end in addition to the check valve would be desirable to ensure no bugs can get in.

*This has been completed.*

- c. Install a raw water source sample tap for Well #3. If sample tap remains in the meter vault, you should install a drainage system to keep it above water level.

*This has been completed.*

- d. When an emergency source is brought in use, the minimum testing you must do is nitrate and coliform (acute health risks). If the Well #2 is being regularly used to meet seasonal water demands, it does not meet the definition of an emergency source and must be reclassified to seasonal or permanent status and monitored accordingly. Clarify the status of this source.

*Well #2 (North Well) is an emergency source and is not currently connected to the system.*



- e. Modify the monthly report form to show entry point residual and distribution residual. Residual monitoring is required daily (5 days a week). You can meet CT6 level of disinfection at Well #3 by maintaining a minimum free chlorine residual of 0.23 mg/L at the entry point.

*The District conducts, and has been approved for residual monitoring 3 days per week.*

- f. Build drainage system around the Well #3 wellhead to avoid standing water right next to the casing.

*The ditches in this area were cleaned in 2019 and the area currently drains adequately.*

- g. Develop a way of checking the pitless adapter and its connections for leaks considering that the ground is wet all the time.

*The Well No. 3 adapter is inspected annually by removing the cap, cleaning, and inspecting it for leaks. Seal is replaced if needed. This is now included in the Routine System Maintenance Schedule in Table 22 of the Plan.*

- h. Begin taking monthly iron and manganese samples to demonstrate treatment effectiveness. A field kit can be used for this monitoring in lieu of certified laboratory samples.

*The District [operator] has acquired a field kit and is testing monthly for iron and manganese.*

- i. Consider removing the mazzei for air suction since air is no longer needed to ozone generation. If this remains in places, change the air filter regularly.

*The mazzei has been removed.*

- j. Maintain the grounds around the reservoirs to ensure access. You should keep at least a few feet clearance.

*The grounds around the reservoirs have been cleared and are being mowed/trimmed on a regular basis.*

- 19. Include an operator contract or a narrative of the operator's responsibilities (O&M Manual) per the Commissioners expectations, as they are the legally appointed owners whose job it is to make sure regulatory requirements are met.

*The current operator contract is attached.*

#### **Water Use Efficiency (WUE), Source Water Protection, and Water Resources**

- 20. Describe how this water system meets the WUE program requirements per WAC 246-290-810 since the 2004 Water Conservation Plan did not have the new WUE requirements of Municipal Water Law.

*A complete discussion of water use efficiency goals and measures is provided in Section I.*

- 21. Page 29. Per WAC 246-290-100, source meter reading is required on a monthly basis. Correct the O&M table. Is this a mistake? If not, provide a commitment to read source meters monthly.

*The District reads and records the source meters 3 days per week. The table has been updated.*

- 22. Per the pre-plan, provide documentation of educational letters being sent to customers within the one-year time-of-travel (TOT) area for the drinking water sources in use today.

*Sample letter is attached, and included in Appendix F of the Plan. This letter will be sent to all affected customers with the Consumer Confidence Report annually, also attached.*

## **Financial, Rates, and Capital Improvement Plan**

23. Page 22 & 23, Tables 11, 12, & 13. Identifiers are mislabeled between the tables for base rates and meter fees. Correct and clarify the below:
- Table 12 Revenue total, Line 5, and Line 11. Commodity rates almost double from 2018 to Base Year of \$53,058 to 2019's, \$101,844. Did you merge 2 years of budgeting together? This is confusing. A 10 consecutive year budget is required if requesting a 10 year plan approval.  
*The financial section, Section G, has been significantly revised, corrected, and clarified.*
  - Meter fees/base rates are decreasing, for example from 2018's \$170,978 to \$151,900 yet don't appear to be a combination of 2 years. If this was a 2-year forecast, it doesn't make sense.  
*The financial section, Section G, has been significantly revised, corrected, and clarified.*
24. Base rate is very low at \$13.65 per connection. What is the average monthly rate when the average consumption commodity rate is included? The DOH concern is that there will be intergenerational inequity over time as infrastructure needs to be replaced, and the full cost of water service is not being covered currently.  
*The base rate amount has been corrected in Section G. The quarterly base rate for Harbor Hills' customers is \$85.00. Based on 2018 data, customers pay about \$30 per quarter on average in commodity charges, resulting in an average monthly cost of approximately \$38.33.*
25. Asset management is gaining traction among well-managed water utilities. The District should strongly consider embracing this new industry standard of doing business to be able to educate your citizens about the true costs of water service in the time of aging infrastructure. What is the District doing in regards to implementing asset management in your water utility? Does the District realize that the DW State Revolving Fund (DWSRF) provides bonus points for completing the asset management elements per the guidelines which increase the chance of being funded?  
*The District uses an "Asset" Depreciation Schedule. The depreciation schedule is a tool that allows the district to review the life span of the equipment that may be nearing its life expectancy which therefore allows the district to budget expenses for replacement. If the system equipment is healthy and or not near its life span, this also allows the district to be able to budget new projects and use the Capital Facilities fund wisely. (See attached depreciation schedule).*  
*Note that we prefer to operate on a cash basis and avoid the interest and overhead costs associated with state loans. The District is currently reviewing its rate structure.*

## **Other Documentation**

26. Provide documentation for:
- A signed resolution adopting the plan by the elected officials.  
*Signed resolution is attached, and included in Appendix C of the Plan.*
  - Consumer meeting regarding the water system plan update.  
*The District held a public meeting regarding the Plan on February 12, 2020. Minutes are attached, and included in Appendix C of the Plan.*

Respectfully,  
Freeland Water and Sewer District



Chad Gladhart, President  
Board of Commissioners

cc: Terri Campbell, District Administrator  
Andy Campbell, Certified Operator  
Roger Kuykendall, Gray & Osborne

**Attachments:**

Intertie Resolution  
Updated WFI  
Holmes Harbor Backflow Preventer Inspection Form  
Whidbey Water Services Contract  
Sample Wellhead Protection Notification Letter  
2019 Consumer Confidence Report  
Depreciation List  
Water System Plan Adopting Resolution  
Public Meeting Minutes

## **FREELAND WATER AND SEWER DISTRICT**

### **RESOLUTION NO. 02-002-2020**

#### **Bercot Road Intertie**

**A RESOLUTION** OF THE Board of Commissioners of the Freeland Water and Sewer District, Island County, Washington, adopting an operational policy regarding the capacity and purpose of the Bercot Road Intertie.

**WHEREAS**, the Freeland Water and Sewer District ("District") owns and operates the Freeland water system and the Harbor Hills Water System ("HHWS"), AND

**WHEREAS**, the District operates a gravity pressure zone with a hydraulic grade line (HGL) of 285 feet; and HHWS operates an upper pressure zone near the intersection of Honeymoon Bay Road and Bercot Road, with a HGL of 427 feet, AND

**WHEREAS**, the District had several customers located near the intersection of Honeymoon Bay Road and Bercot Road, who suffered from static water pressures of less than 30 psi, and available fire flow of less than 500 gallons per minute (gpm), AND

**WHEREAS**, the District had constructed and operated a small pressure booster station contained in a vault located on Bercot Road that increased static pressures to these customers to greater than 30 psi; and the District no longer desired to operate said booster station, AND

**WHEREAS**, in 2013, the District completed the Bercot Road Intertie Study which concluded that an intertie with HHWS could be constructed which would isolate this area as an extension of the HHWS upper pressure zone, and could provide water to this area without negatively affecting the supply of water to HHWS customers, AND

**WHEREAS**, in 2015, the District constructed a water system intertie near the intersection of Honeymoon Bay Road and Bercot Road which allows water to be transmitted from HHWS to the District in the isolated pressure zone, AND

**WHEREAS**, the intertie consists of a master meter which measures the volume of water transmitted to the District, and provides a new permanent source of water to eleven properties located within the District's retail service area, at a higher pressure and in excess of 700 gpm fire flow, AND

**WHEREAS**, the intertie also consists of a pressure reducing valve (PRV) vault, located on Bercot Road, within the old booster station vault, which provides an emergency source of water to the District, defined as a short-term condition wherein the District's distribution system pressure downstream of the PRV drops below 30 psi, due to high fire flow demand or a system failure such as a water main break, AND

**WHEREAS**, the amount of water available to the District for emergencies varies depending upon the time of year and system demands in HHWS, HHWS can provide water to the District



for fire demand emergencies, and in limited quantities and duration for emergencies, but cannot provide enough water to meet District Peak Hour Demand or Maximum Day Demand requirements for extended periods of time, AND

**WHEREAS**, HHWS can permanently provide safe drinking water to eleven properties within the District's retail service area, and also provide an emergency supply, at HHWS's convenience, so long as HHWS has water to provide, not unreasonably denied, AND

**WHEREAS**, the District shall own, and be responsible for the operation and maintenance of the intertie, AND

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FREELAND WATER AND SEWER DISTRICT, ISLAND COUNTY, WASHINGTON**, that HHWS shall provide to the District, a permanent source of water and also an emergency source of water as available, via the Bercot Road Intertie, said water being sold to the District at a wholesale rate. The District shall comply with all Washington State Department of Health regulations with respect to water use efficiency for the duration of the intertie, unless amended by resolution by the District.

**ADOPTED** by the Board of Commissioners of Freeland Water and Sewer District, Island County, Washington at its regular meeting on the 17<sup>th</sup> day of February 2020.

FREELAND WATER AND SEWER DISTRICT  
ISLAND COUNTY, WASHINGTON

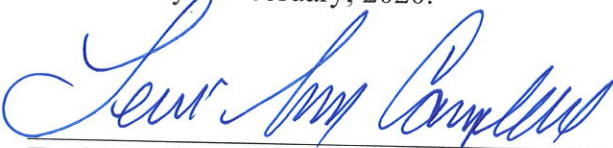
  
Chad Gladhart, Commissioner

  
Eric Hansen, Commissioner

  
Lewis Randall, Commissioner

#### CERTIFICATION

I, Terri Ann Campbell, Auditing Officer of the Board of Commissioners of Freeland Water and Sewer District, do hereby certify that the document attached hereto is a true and correct copy of Resolution No. 02-002-20 of the said Board, duly adopted at the regular meeting thereof held on the 17th day of February, 2020.

  
Terri Ann Campbell, Auditing Officer  
Freeland Water and Sewer District





# WATER FACILITIES INVENTORY (WFI) FORM

ONE FORM PER SYSTEM

Quarter: 2  
Updated: 02/20/2020

Printed: 3/16/2020  
WFI Printed For: On-Demand  
Submission Reason: Pop/Connect Update

RETURN TO: Central Services - WFI, PO Box 47822, Olympia, WA, 98504-7822

<b>1. SYSTEM ID NO.</b> 33860 V	<b>2. SYSTEM NAME</b> HARBOR HILLS COMMUNITY WATER SYSTEM	<b>3. COUNTY</b> ISLAND	<b>4. GROUP</b> A	<b>5. TYPE</b> Comm										
<b>6. PRIMARY CONTACT NAME &amp; MAILING ADDRESS</b>  ANDREW M. CAMPBELL [MANAGER] WHIDBEY WATER SERVICES SMA 136 PO BOX 1202 FREELAND, WA 98249		<b>7. OWNER NAME &amp; MAILING ADDRESS</b>  FREELAND WATER & SEWER ADMINISTRATION DISTRICT TERRI A. CAMPBELL PO BOX 222 FREELAND, WA 98249												
<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b> ATTN WHIDBEY WATER SERVICES SMA 136 ADDRESS 1667 ROBERTA AVE CITY FREELAND STATE WA ZIP 98249		<b>STREET ADDRESS IF DIFFERENT FROM ABOVE</b> ATTN ADDRESS CITY												
<b>9. 24 HOUR PRIMARY CONTACT INFORMATION</b> Primary Contact Daytime Phone: (360) 579-1956 Primary Contact Mobile/Cell Phone: (360) 320-1490 Primary Contact Evening Phone: (xxx)-xxx-xxxx Fax: (360) 579-2058 E-mail: xxxxxxxxxxxxxxxxxxxx		<b>10. OWNER CONTACT INFORMATION</b> Owner Daytime Phone: (360) 331-5566 Owner Mobile/Cell Phone: Owner Evening Phone: (xxx)-xxx-xxxx Fax: (360) 579-2058 E-mail: xxxxxxxxxxxxxxxxxxxx												
<b>11. SATELLITE MANAGEMENT AGENCY - SMA (check only one)</b> <input checked="" type="checkbox"/> Not applicable (Skip to #12) <input type="checkbox"/> Owned and Managed SMA NAME: SMA Number: <input type="checkbox"/> Managed Only <input type="checkbox"/> Owned Only														
<b>12. WATER SYSTEM CHARACTERISTICS (mark all that apply)</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Agricultural  <input type="checkbox"/> Commercial / Business  <input type="checkbox"/> Day Care  <input type="checkbox"/> Food Service/Food Permit  <input type="checkbox"/> 1,000 or more person event for 2 or more days per year         </div> <div style="width: 45%;"> <input type="checkbox"/> Hospital/Clinic  <input type="checkbox"/> Industrial  <input type="checkbox"/> Licensed Residential Facility  <input type="checkbox"/> Lodging  <input type="checkbox"/> Recreational / RV Park         </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> Residential  <input type="checkbox"/> School  <input type="checkbox"/> Temporary Farm Worker  <input type="checkbox"/> Other (church, fire station, etc.):         </div> </div>														
<b>13. WATER SYSTEM OWNERSHIP (mark only one)</b> <input type="checkbox"/> Association <input type="checkbox"/> County <input type="checkbox"/> Investor <input checked="" type="checkbox"/> Special District <input type="checkbox"/> City / Town <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> State				<b>14. STORAGE CAPACITY (gallons)</b> 270,000										
<b>15</b>	<b>16 SOURCE NAME</b>  LIST UTILITY'S NAME FOR SOURCE AND WELL TAG ID NUMBER.  Example: WELL #1 XYZ456  IF SOURCE IS PURCHASED OR INTERTIED, LIST SELLER'S NAME Example: SEATTLE	<b>17 INTERTIE</b>	<b>18 SOURCE CATEGORY</b>  WELL IN A WELL FIELD WELL WELL FIELD SPRING SPRING IN SPRINGFIELD SEA WATER SURFACE WATER RAINNEY / INF. GALLERY OTHER PERMANENT SEASONAL EMERGENCY SOURCE METERED NONE	<b>19 USE</b>	<b>20</b>	<b>21 TREATMENT</b>  CHLORINATION FILTRATION IRRADIATION (UV) FLUORIDATION OTHER	<b>22 DEPTH</b>  DEPTH TO FIRST OPEN TERTIAL IN FEET	<b>23</b>  CAPACITY (GALLONS PER MINUTE)	<b>24 SOURCE LOCATION</b>  1/4, 1/4 SECTION SECTION NUMBER TOWNSHIP RANGE					
S01	Well #1 AGA918		X			X			252	70	NE SW	03	29N	02E
S02	Well #2 AGA673		X			X	X		317	88	NE NW	03	29N	02E
S03	Well #3 AGA818		X				X	X	287	160	SW NW	03	29N	02E
S04	Well #4 (Tel#2)		X			X	X		332	52	SE SW	34	30N	02E



# WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO.	2. SYSTEM NAME	3. COUNTY	4. GROUP	5. TYPE
33860 V	HARBOR HILLS COMMUNITY WATER SYSTEM	ISLAND	A	Comm

	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
<b>25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)</b>		455	550
A. Full Time Single Family Residences (Occupied 180 days or more per year)	455		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
<b>26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)</b>			
A. Apartment Buildings, condos, duplexes, barracks, dorms	0		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	0		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
<b>27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)</b>			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	1	1	0
<b>28. TOTAL SERVICE CONNECTIONS</b>		456	550

<b>29. FULL-TIME RESIDENTIAL POPULATION</b>
A. How many residents are served by this system 180 or more days per year? <u>925</u>

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students daycare children and/or employees are present each month?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
* Requirement is exception from WAC 246-290	1	1	1	1	1	1	1	1	1	1	1	1

34. NITRATE SCHEDULE	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS
(One Sample per source by time period)			

35. Reason for Submitting WFI:
<input type="checkbox"/> Update - Change <input type="checkbox"/> Update - No Change <input type="checkbox"/> Inactivate <input type="checkbox"/> Re-Activate <input type="checkbox"/> Name Change <input type="checkbox"/> New System <input type="checkbox"/> Other _____

36. I certify that the information stated on this WFI form is correct to the best of my knowledge.	
SIGNATURE: _____	DATE: _____
PRINT NAME: _____	TITLE: _____



# BACKFLOW PREVENTION ASSEMBLY TEST REPORT



**Commercial  
Fire Protection  
INC**

17199 Bennett Road  
Mount Vernon, WA 98273  
Telephone: 360.848.9093  
Toll Free: 800.460.5990  
Fax: 360.848.1072  
commercialfire.net

NAME: Holmes Harbor Sewer District

SERVICE ADDRESS: 1200 E Antelope Drive Freeland, WA 98249

LOCATION: Utility room in office

CROSS CONNECTION CONTROL FOR: Building Water

MANUFACTURER: Watts MODEL: 909QT SIZE: 1" SERIAL NO.: 356799

ASSEMBLY TYPE	INITIAL TEST RESULTS	TEST AFTER REPAIR OR CLEANING
<b>RPBA</b> <input checked="" type="checkbox"/>  <b>RPDA</b> <input type="checkbox"/>	No. 1 Check: Closed tight ..... <input checked="" type="checkbox"/> <u>6.0</u> psid Leaked ..... <input type="checkbox"/> Relief Valve Opened ..... <u>3.4</u> psid No. 2 Check: Closed tight ..... <input type="checkbox"/> <u>OK</u> psid Leaked ..... <input type="checkbox"/> Passed Test: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	No. 1 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> Relief Valve Opened ..... _____ psid No. 2 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____
<b>DCVA</b> <input type="checkbox"/>  <b>DCDA</b> <input type="checkbox"/>	No. 1 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> No. 2 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____	No. 1 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> No. 2 Check: Closed tight ..... <input type="checkbox"/> _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____
<b>PVB</b> <input type="checkbox"/>  <b>SVB</b> <input type="checkbox"/>	Air Inlet: Opened ..... _____ psid Failed to open ..... <input type="checkbox"/> Check Valve: Held at ..... _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____	Air Inlet: Opened ..... _____ psid Failed to open ..... <input type="checkbox"/> Check Valve: Held at ..... _____ psid Leaked ..... <input type="checkbox"/> Passed Test: Yes _____ No _____
<b>AG</b> <input type="checkbox"/>	Minimum Separation: Yes _____ No _____	PLEASE RECORD REPAIR OR CLEANING INFORMATION IN SECTION BELOW

NEW INSTALL ☐ EXISTING ☒ REPLACEMENT ☐

IS THIS A PROPER INSTALLATION? YES ☒ NO ☐

OLD SERIAL NO. \_\_\_\_\_

CUSTOMER NOTIFIED? YES ☒ NO ☐

WATER FOUND: ON ☒ OFF ☐ WATER LEFT: ON ☒ OFF ☐ DETECTOR METER READING: \_\_\_\_\_ LINE PRESSURE: 75

Test Equipment: Make Mid-West Model 835 Serial # 11171731 Accuracy Verification Date: 08-10-2018

TEST METHOD: USC 10<sup>TH</sup> Edition ☒ CONFINED SPACE ☐ PERMIT REQUIRED: YES \_\_\_\_\_ NO \_\_\_\_\_

REMARKS:

Customer reported 01/08/19 that assembly leaking from bottom; relief valve dripping on arrival - BT

Rebuilt #1 CV & replaced RV check rubber; retested: PASS - BT

Initial Test By: Brian Taltano Cert. No. B6431 Date 01-10-2019

Repaired By: \_\_\_\_\_ Date \_\_\_\_\_

Repair Test By: \_\_\_\_\_ Cert. No. \_\_\_\_\_ Date \_\_\_\_\_

I CERTIFY THE ABOVE REPORT TO BE TRUE: Certified \_\_\_\_\_

[Signature]  
Signature



## WHIDBEY WATER SERVICES, LLC.

5421 Woodard Ave, Freeland, WA. 98249. 360-579-1956

To: Freeland Water and Sewer District,  
PO Box 222  
Freeland, WA. 98249

Re: Certified Operations Service Contract for Freeland Water and Sewer District and Harbor Hills Water System

Whidbey Water Services LLC proposes to take charge of the following:

- 1). Water treatment and distribution system management, water quality monitoring, routine treatment sampling and system adjustment, telephone calls, and correspondence directly related to the operation and maintenance of the water treatment plant and distribution system,
- 2). Maintain a file of sampling and repair activity, and submit a written maintenance activity report, monthly, to the Board of Commissioners.
- 3). General oversight of casual labor and sub-contractors while working on any part of the water system.
- 4). Utility locates, meter reading and customer contact call outs.
- 5). Accounting and office services as outlined in attachment "C", dated 3-9-2012
- 6). Perform any other related activity as authorized by the Board or their designee

Cost of labor for items 1, 2, and 3, will be billed monthly based on the actual number of service meters multiplied by \$[REDACTED] per month.

Cost for item 4, and for any non-Prevailing Wage work not included in the above referenced attachments, labor performed will be billed at \$[REDACTED] per hour.

Cost for item 5, work performed will be billed as estimated in attachment "C"

Cost for item 6, work performed will be billed at \$[REDACTED] per hour.

Overtime after 4:30 PM, time and a half, emergency call-outs and legal holidays double time.

All cost in this agreement are subject to an annual cost of living increase on January first of each year based upon the Consumer Price Index (CPI-W) for the Seattle area.

When possible all parts and materials used in conjunction with this work shall be charged directly to the water system, or submitted to the treasurer, or designated other, for reimbursement, including water lab fees

All operations and maintenance work shall be performed by, or directly supervised by, a "Certified Operator" as required by the Washington State Department of Health and will be done in a professional manner with the water system's best interest foremost, and promoting compliance with Federal, State, County and American Water Works Association standards.

This agreement shall be for one year, with automatic extensions year by year, unless notification of termination is made in writing by either party, at least sixty days prior to termination. During the term of the Agreement, Whidbey Water Services, LLC, agrees to defend, indemnify and

save harmless Freeland Water and Sewer District, its officers, employees and agents, from any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting there from, caused by the work performed under this agreement, or caused in whole or in part by the use of the Premises by Whidbey Water Services, LLC, except to the extent such claim, risk, loss, damage, suit, judgment or fees are caused by the sole negligence or willful misconduct of Freeland Water and Sewer District. It is further specifically and expressly understood that the indemnification provided herein constitutes Whidbey Water Services, LLC's waiver of immunity under industrial insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

I have read the above contract agreement effective this fifteenth day of August, 2018, between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this agreement will be effective without the written consent of both parties.

This contract supersedes all prior contracts or agreements between the undersigned parties and becomes signed.

As a Washington State Department of Health approved "Satellite Management Agency" for public water systems, our top priority is "Water Quality and Customer Service".

Whidbey Water Services LLC is acting as an independent contractor, not as an employee of the Freeland Water and Sewer District, and is licensed, bonded, insured.

\_\_\_\_\_  
Lou Malzone, President      Date  
Freeland Water and Sewer District

\_\_\_\_\_  
Andy Campbell, Owner      Date  
Whidbey Water Services, LLC.



LETTER OF NOTIFICATION - WELLHEAD PROTECTION PLAN
---

Dear Residents:

Harbor Hills Water System is developing a Source Water Protection Program as required by the State Department of Health. Wellhead protection, a component of the program, involves protecting the land area surrounding our wells. This plan will help prevent the contamination of our drinking water supply.

Part of the plan is a letter of notification to all potential sources of contamination to our wells, including residents. Many of us live within the wellhead protection zones surrounding the wells, which are located on Antelope Road and Harbor Hills Road.

This letter is intended to inform you of the location of our wells and to serve as a reminder that hazardous materials put onto the ground (or in septic/sewer systems) can contaminate our drinking water supply. Some examples of household hazardous materials are...

- Household chemicals including cleaners, bleach, and furniture polish.
- Home improvement supplies including paint, paint thinner, and other solvents.
- Automotive fluids including motor oil, gasoline, antifreeze or similar products.
- Lawn and garden supplies including fertilizers and pesticides.

These materials should only be used and disposed of according to manufacturers label instructions. Any of these and other unwanted or unused hazardous materials can be disposed of free of charge at:

**Island County Solid Waste Disposal Facility**

**Located at 26168 SR-20, Coupeville WA  
360-679-7340 or [Islandcountywa.gov](http://Islandcountywa.gov)**

In addition, private residential wells within the Harbor Hills wellhead protection area provide a potential pathway for contamination to our aquifer. Wells provide a rapid pathway into groundwater from within and along the outside of a well's casing. If you have an existing residential well or intend on establishing one, please ensure that the well is constructed properly and you are careful maintaining an expectable sanitary control zone. Information and brochures are available from the Department of Ecology regarding safe well practices.

We are fortunate to have a very good supply of drinking water here in Harbor Hills. It should be everyone's intent to keep it that way for our continued good use, and for the ones that come along after us. Thank you for following these guidelines. If you have any questions about this matter, please feel free to contact me.

**Sincerely,**

Board of Commissioners  
Telephone: 360-579-1535



**HARBOR HILLS**  
**2019**  
**CONSUMER CONFIDENCE REPORT**

***The Freeland Water and Sewer District Commissioners along with Whidbey Water Services LLC are*** proud to give you the Annual Drinking Water Report, which is a summary of Harbor Hills' drinking water quality last year between January and December. Safe drinking water is our primary commitment.

**Why am I receiving this report?**

Congress passed the "Safe Drinking Water Act" and gave the U.S. Environmental Protection Agency (EPA) the job of making rules – National Primary Drinking Water Regulations (NPDWR) – to ensure that drinking water in the U.S. is safe.

In 1996, Congress passed amendments that required drinking water systems to give consumers important information about their water, including where it comes from, what is in the water, and how your water quality compares with federal standards.

This report is brought to you in accordance with the EPA's 40 Codes of Federal Regulations, NPDWR Parts 141 and 142.

**Where does our water come from?**

The single available water resource in the surrounding area is ground water. At the present time your water system draws all its water from one Well.

**Why must you test my water?**

Drinking water, including bottled water, may reasonably be expected to contain very small amounts of some contaminants. The presence of contaminants does not necessarily mean that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800) 426-4791.

**What contaminants might be in water?**

Contaminants that may be present in water are microbial contaminants, inorganic contaminants, pesticides and herbicides, and organic chemical contaminants.

- Microbial contaminants, such as viruses and bacteria, which may come from septic systems or wildlife.
- Inorganic contaminants, such as salts and metals, which can be a natural occurrence or a result from storm water runoff or domestic wastewater discharges.
- Pesticides and herbicides, which may come from a variety of sources, such as agricultural and residential uses.
- Organic chemical contaminants, which include synthetic and volatile organic chemicals, are by-products of industrial processes, and could come from urban storm water runoff, and septic systems.

**Are there Contaminants in Harbor Hills' water?**

We are pleased to report that Harbor Hills Water System exceeded all the federal drinking water standards last year.

However, it is not always possible to remove all contaminants. The EPA sets limits on the amount of a contaminant that can be in drinking water. Our Water Manager tests your water monthly for **Coliform**, which can show the presence of microorganisms that could cause illness. We have also tested for **Lead and Copper leaching** in homes throughout the water system, and at the wells for **Inorganic, Organic and Volatile Compounds, Radionuclides**. All the test results were well below the allowable levels set by the EPA and the Washington State Department of Health.

**Is our water safe for everyone?**

Some people may be more vulnerable to the drinking water contaminants than the general population. Immune-compromised persons, such as people with cancer that are undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA Centers for Disease Control have guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants that are available from the Safe Drinking Water hotline (800) 426-4791.

**What if I have questions about my water?**

**Contact: Andy Campbell (Whidbey Water Services, LLC) Certified Water Distribution Manager at telephone number: (360)579-1535 or Email at: [waterwork@whidbey.com](mailto:waterwork@whidbey.com).**

**Please conserve water to protect our aquifer. For conservation ideas visit**

**<http://www.doh.wa.gov/CommunityandEnvironment/WastewaterManagement/WaterConservation>**



## **Important Definitions:**

**Maximum contaminant Level (MCL)** = The Highest Level of a contaminant that is allowed in drinking water below which there is not known or expected risk to health. MCLs are set close to the MCLGs as feasible using the best available treatment technology.

**Maximum contaminant Level Goal (MCLG)** = The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**CCRU** – Consumer Confidence Report Unit, are actual units multiplied by 1000 for ease of comparison.

## **HARBOR HILLS** **2019 WATER TEST RESULTS**

<b><u>Substance</u></b>	<b><u>Month/Year Sample Taken</u></b>	<b><u>Highest Level Allowed (MCL) in CCR units</u></b>	<b><u>Water Level Detected in CCR units</u></b>	<b><u>Major Sources of Contaminant in Drinking Water</u></b>
<b><u>Radionuclide's</u></b>				
Gross Alpha	12-15	15000	2200	Erosion of Mineral Deposits. Naturally occurring in groundwater.
Radium 228	11-15	5000	500	Erosion of Mineral deposits naturally occurring in groundwater.
<b><u>Disinfection By-Products</u></b>				
Chlorine Residual	2019	4000	300	Measure of disinfectant added to water.
Halocetic Acids	10-19	60000	3400	By-product of disinfection.
Total Trihalomethanes	10-19	80400	1500	By-product of disinfection.
<b><u>Inorganic Contaminants</u></b>				
Fluoride	8-19	4000	1000	Erosion of Mineral deposits naturally occurring in groundwater. Naturally present in the environment.
Barium	8-19	2000	9	Erosion of Mineral deposits naturally occurring in groundwater. Naturally present in the environment.
Chloride	8-19	2500	110	Erosion of Mineral deposits naturally occurring in groundwater. Naturally present in the environment.
Sulfate	8-19	2500	57	Erosion of Mineral deposits naturally occurring in groundwater. Naturally present in the environment.
Zinc	8-19	5000	5	Erosion of Mineral deposits naturally occurring in groundwater. Naturally present in the environment.
Copper	12-18	1300	276	Corrosion of household plumbing systems.
Lead	12-18	15	2	Corrosion of household plumbing systems.

2020 PROPERTY SCHEDULE - Replacement Value

Harbor Hills

Description	Location	Structure	Contents	Total	Age	Lifespan
Fencing	Antelope			\$ 1,000.00	2006	40
Propane Tank	Antelope	\$ 1,000.00		\$ 1,000.00	2006	20
Water Mains				\$ 6,675,000.00	Varies	100
Antelope Pump Station and Treatment Plant	Antelope	\$ 31,000.00	\$ 250,000.00	\$ 281,000.00	2006	40/25
Generator	Antelope			\$ 44,300.00	2006	30
PRV Station	Antelope			\$ 51,500.00		
Reservoir (#1)	Antelope	\$ 122,000.00		\$ 122,000.00	2006	100
Reservoir (#2)	Antelope	\$ 122,000.00		\$ 122,000.00	2006	100
<b>Pressure Reducing Stations</b>						
#1				\$ 75,000.00		
#2				\$ 75,000.00		
<b>Wells</b>						
Well #1	Harbor Hills			\$ 64,000.00		50
Pump #1						
Well #2	Harbor Hills			\$ 64,000.00		50
Pump#2						
Well #3	Antelope			\$ 64,000.00	2006	50
Pump#3						
		\$ 276,000.00	\$ 250,000.00	\$ 7,638,800.00		
Freeland Water		\$ 690,000.00	\$ 300,000.00	\$ 13,839,000.00		
Harbor Hill		\$ 276,000.00	\$ 250,000.00	\$ 7,638,800.00		
Sunnyview Farm		\$ -	\$ -	\$ -		
<b>Total All Funds</b>		\$ 966,000.00	\$ 550,000.00	\$ 21,477,800.00		



**FREELAND WATER AND SEWER DISTRICT**

**RESOLUTION NO. 02-001-2020**

**Water Comprehensive Plan**

**A RESOLUTION OF THE** Board of Commissioners of the Freeland Water and Sewer District, Island County, Washington, adopting the 2020 Comprehensive Water System Plan Update for Harbor Hills Water System (HHWS) as required by law.

**WHEREAS**, pursuant to RCW 57.16.010, and other applicable laws of the State of Washington, the District is required to prepare and adopt a "Comprehensive Water System Plan";

**WHEREAS**, the Board of Commissioners have commissioned the preparation of said updated Comprehensive Water System Plan for HHWS and said Plan has been presented for review and adoption; **AND**

**WHEREAS**, a public hearing on the proposed adoption of said Comprehensive Water System Plan was duly advertised and held on the 12th day of February 2020, with the public being given full and open opportunity to comment thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FREELAND WATER AND SEWER DISTRICT, ISLAND COUNTY, WASHINGTON**, that the "Comprehensive Water System Plan Update" for HHWS is hereby approved and adopted as submitted subject to review by applicable County and State agencies with jurisdiction.

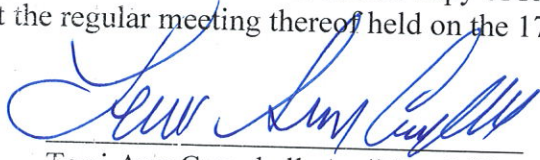
**ADOPTED** by the Board of Commissioners of Freeland Water and Sewer District, Island County, Washington at its regular meeting on the 17<sup>th</sup> day of February 2020.

FREELAND WATER AND SEWER DISTRICT  
ISLAND COUNTY, WASHINGTON

  
Chad Gladhart, Commissioner  
Eric Hansen, Commissioner  
Lewis Randall, Commissioner

**CERTIFICATION**

I, Terri Ann Campbell, Auditing Officer of the Board of Commissioners of Freeland Water and Sewer District, do hereby certify that the document attached hereto is a true and correct copy of Resolution No. 02-001-20 of the said Board, duly adopted at the regular meeting thereof held on the 17th day of February, 2020.

  
Terri Ann Campbell, Auditing Officer  
Freeland Water and Sewer District

## February 12, 2020 Public Meetings

The Board of Commissioners of the Freeland Water and Sewer District addressed two topics at a public meeting held after its regular meeting on February 12, 2020. The purposes of the meeting were to solicit public comment on the draft updated Water System Plan and on the Water Use Efficiency goals for the Harbor Hills Community Water System.

The meeting was held at the office of Whidbey Water Services, the location of the District's regular meetings. The public meetings were advertised on the District website and in an announcement included with the quarterly billing sent January 22. The mailing and website announcements offered an additional evening meeting time if customers were interested but no one requested the evening meeting.

Two customers of the Harbor Hills Community Water System attended the public meeting that opened at 11:00.

- Customer Carol Hannah said she had reviewed the water system plan and agreed with the proposed capital improvement plan. Carol acknowledged and supported the Plan's proposal to upgrade distribution lines too small to provide adequate fire flow and to install more hydrants.
- Customer Karen Eaton focused on water conservation. Karen expressed dismay with those who allow water to be wasted. Karen suggested the District include an indication of how each customer's water consumption compares neighbors' consumption, similar to mailings distributed by PSE on electricity use.

The public meeting was closed approximately 11:30.