SILVER LAKE WATER AND SEWER DISTRICT
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO: 807

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SILVER LAKE WATER AND SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, AMENDING CHAPTER 6.15 OF THE DISTRICT CODE, ENTITLED "DEVELOPER EXTENSIONS", AMENDING ARTICLE I OF CHAPTER 6.20 OF THE DISTRICT CODE, ENTITLED "GENERAL CONDITIONS", AND AMENDING CHAPTER 9.05 OF THE DISTRICT CODE, ENTITLED "RATES AND CHARGES", AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2004, the Commissioners of Silver Lake Water and Sewer District ("District") adopted Resolution No. 578, relating to the policies and procedures for Developer Extension Agreements; and

WHEREAS, on July 28, 2005, the Commissioners of Silver Lake Water and Sewer District ("District") adopted Resolution No. 597, relating to Administrative Fees for Developer Extension Agreements; and

WHEREAS, on April 27, 2017, the Commissioners of Silver Lake Water and Sewer District ("District") adopted Resolution No. 735, relating to the District Standards for Water and Sewer Systems; and

WHEREAS, these Resolutions were later codified in Chapters 6.15 and 6.20 of the District Code; and

WHEREAS, on December 12, 2019, the Commissioners of Silver Lake Water and Sewer District ("District") adopted Resolution No. 786, relating to the Reimbursement Agreements; and

WHEREAS, the Commissioners have determined that it would be in the best interest of the District, its employees, and its customers to update its standards, policies and procedures relating to Developer Extension and Reimbursement Agreements for Developer Extension projects, Chapter 57.22 RCW; and

WHEREAS, the Commissioners desire to amend Chapters 6.15, 6.20, and 9.05 of the District Code to update the policies, procedures, and fees relating to Developer Extension Agreements.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Silver Lake Water and Sewer District, as follows:

Section 1: Chapter 6.15 of the District's Code, entitled "Developer Extensions" is hereby amended as set forth in Exhibit 1, attached hereto and incorporated by reference.

Section 2: Article I of Chapter 6.20 of the District's Code, entitled "General Conditions" is hereby amended as set forth in Exhibit 2, attached hereto and incorporated by reference.

Section 3: A new Section 9.05.100 of the District's Code, entitled "Developer Extension Fees" is hereby created as set forth in Exhibit 3, attached hereto and incorporated by reference.

Section 4: This resolution shall be effective on the date of adoption as set forth below.

ADOPTED by the Board of Commissioners, at a regular open public meeting of the Silver Lake Water and Sewer District, Snohomish County, Washington this 25th day of February 2021.

President and Commissioner

Vice President and Commissioner

Secretary and Commissioner

CERTIFICATION

I, the undersigned, Secretary of the Board of Commissioners of Silver Lake Water and Sewer District, Snohomish County, Washington (the "District"), hereby certify as follows:

1. The attached copy of Resolution No. 807 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Commissioners of the District, held at the regular meeting place thereof on February 25, 2021, as that Resolution appears on the minute book of the District; and the Resolution will be in full force and effect immediately following its adoption; and

2. A quorum of the members of the Board of Commissioners was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of February 2021.

SILVER LAKE WATER-SEWER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON

Shauna Willner

Shauna Willner, Secretary

EXHIBIT 1

6.15.010 Developer Extension Agreements.

(1) A developer or property owner seeking to connect to the District water or sewer system by means of an extension of the public water and/or sewer facilities shall enter into a developer extension agreement ("DEA") with the District. A DEA is required for the following activities:

(a) New public water main extension, including fire hydrant assemblies.

(b) Relocation, removal or abandonment of existing public water main.

(c) New public sewer main extension.

(d) Relocation, removal or abandonment of existing public sewer main.

(e) Installation of a new sewer lateral to a public sewer main within the public ROW or an existing District utility easement.

(f) Construction of, or modifications to, a sewer lift station.

(g) Other activities as deemed appropriate for a DEA by the General Manager.

(2) Payment of applicable developer extension fees, charges and deposits shall be made in accordance with the requirements set forth in District Code Chapter 9.05.

(3) Connections to the District water or sewer system that do not require a developer extension agreement shall be made in accordance with the adopted Standards in District Code Chapter 6.20 and Title 9.

(4) Any developer that is a state agency or unit of local government may be deemed exempt at the District's sole discretion from any DEA provision that requires a developer to secure its performance with a surety bond or other financial security device including cash or an assigned account.

(5) Any developer that is a state agency or unit of local government ("municipality") shall have the option of: (a) complying with any DEA provision that requires a maintenance bond, or (B) agreeing to correct any defects in labor and/or materials associated with work for a period of two years from the date of execution of the DEA. The District in its sole discretion may identify "any defects" that require correction. The District is responsible for re-inspection of the work prior to the two-year anniversary date of execution. If the District identifies no defects, no further correction work will be required of the municipality.

6.15.020 Reserved

6.15.030 Reimbursement agreements.

(1) A developer may enter into a reimbursement agreement with the district to recover pro rata share of the costs from parcels that connect to the utility improvements that were installed as part of an approved developer extension agreement (DEA).

(a) Parcels that would be required to execute another DEA for utility service, or with current utility customers that would only be relocated, are not eligible for inclusion unless the reimbursement agreement is for a regional facility such as a sewer lift station.

(b) The developer shall identify whether the proposed utility improvements are eligible for a reimbursement agreement on the initial DEA application. Depending on the existing and future land uses, developer extension projects may be required to include the installation of water service lines or sewer laterals to the Right-of-Way, easement or property line for the adjacent parcels to be eligible for inclusion in the reimbursement agreement. The developer shall provide appropriate public outreach to the affected parcels and provide verification to the District that all property owners have been contacted.

(c) Parcels beyond the end of the public extension are not eligible for inclusion in a reimbursement agreement unless no further extensions would be required for service in accordance with the most current adopted plans for future service.

(2) A developer shall indicate whether a reimbursement agreement is requested prior to final acceptance of the project by the district. A developer shall submit an application for a reimbursement agreement within 90 days of final acceptance of a DEA. The application shall consist of the following items, and partial, incomplete or late applications will not be accepted by the district:

(a) Deposit in the amount of $2,500 to be used for expenses associated with the engineering and legal review, administration, public notification and recording of the agreement, and any other items needed to process the application. The district may require a larger deposit amount based on the size and scope of the reimbursement request, such as a regional sewer lift station. All reimbursement agreement costs are due at the time noted on District invoices. Any unpaid charges remaining within 90 days of the recording of the agreement shall be deducted from the deposit. The District will refund any remaining deposit upon final resolution of all unpaid charges.

(b) Written request specifying the development extension project, assessment area, and the specific utility facilities (e.g., water and/or sewer) to be included in the reimbursement agreement.

(c) List of participants who have contributed directly to the extension that provides utility service and would not be subsequently charged a reimbursement charge.

(d) Plan sheet(s) showing locations of sewer laterals to property line for participants.

(e) List of parcels to be assessed a reimbursement charge.

(f) Map or plan sheet(s) of involved parcels, both participants and those to be assessed.

(g) Ownership information (e.g., title report or county tax records) for all involved parcels.

(h) Documentation of final and actual costs of DEA work in accordance with RCW 57.22.030 to be included in the reimbursement charge calculation. District DEA fees are not eligible for reimbursement costs.

(i) Any other such other information as the district may require.

(3) Upon receipt of a completed reimbursement agreement application, the information requested therein and the required deposit, the district shall direct its engineer to review the project and to designate the service area of real property benefited by the project.

(4) The district's engineer shall review the individual parcels within the benefited area and confirm the names of the owners of record of such parcels, and shall determine the eligible reimbursable costs of the project and the individual parcels estimated "fair pro rata share" of cost of the project. The district shall use that method of allocation of costs that, in the judgment of the district, most fairly allocates such costs among the affected properties.

(5) Upon determination of the fair allocation of actual project costs, the benefit area, and the properties included in the reimbursement agreement, the application shall be considered for approval by the district commissioners. The district will make appropriate public outreach efforts to contact all parcels that will be subject to a reimbursement charge. The district will allow a minimum of 30 calendar days for comments from the developer or owners of the affected parcels. A public hearing shall be held on the reimbursement agreement and assessed charges if requested by the developer or the owner of an affected parcel.

Upon receipt of a timely request in writing for a public hearing from the developer or a property owner within the assessment area, the district shall schedule a hearing on the designated reimbursement area and the estimated fair pro rata share of costs. The party requesting the public hearing shall be in attendance at the hearing. At the hearing, the commissioners shall establish the reimbursement area and the reimbursement connection charge for properties within the assessment area; provided, that the commissioners may only increase the reimbursement area upon new notice to the owners of the affected property. The commissioners may also accept, modify or reject the proposed reimbursement agreement and the benefit area and reimbursement connection charges. Should a hearing occur, the district and the developer shall reconfirm the reimbursement agreement.

(6) Upon final approval of the reimbursement agreement, it shall be recorded by the district at the expense of the developer with the Snohomish County auditor's office, Snohomish County, Washington.

(7) The reimbursement charges defined in the agreement shall be collected by the district for a period of 10 years from the date of the district's final acceptance of the facilities constructed under the DEA. Upon the expiration of said period, the reimbursement agreement shall terminate and the district has no further obligation to collect and pay reimbursement charges to the developer. The district, its officials, employees, or

agents shall not be held liable or responsible for failure to implement any of the collection provisions of a reimbursement agreement, unless such failure was willful or intentional. The district is acting in the capacity of a collection agent and is not obligated to make any payment except those amounts actually collected pursuant to a reimbursement agreement. The reimbursement connection charge will be collected whenever the owner of a benefited property connects to the system identified in a reimbursement agreement.

(8) Reimbursement connection charge funds shall be deposited into the district's maintenance and operations fund and, after the district's deduction for administration costs of 10 percent, the balance of said funds shall be distributed within 60 days from the receipt of the funds to the designee(s) identified in the reimbursement agreement. The district takes no responsibility to defend legal challenges to the reimbursement agreement with the developer or to the process provided for establishing or collecting such reimbursement charges. Any challenge to the district's authority or process for a reimbursement agreement will not be defended by the district. District may tender defense of the reimbursement agreement or process establishing or collecting such reimbursement charges to the developer.

(9) The developer shall inform the district, in writing, every two years plus 60 days from the effective date of the reimbursement agreement, or sooner, of their current contact location and the company name, address and telephone number for the receipt of reimbursement funds. If the developer fails to submit its current contact location to the district at least every two years plus 60 days, the district may terminate the right of the developer to receive any reimbursement charges collected by the district.

In the event the district collects reimbursement charges from owners of benefited property and the developer has failed to comply with the requirements of RCW 57.22.020, the district will attempt to contact the developer by mail at its most recent contact location and request the developer to provide, within 60 days from the date of mailing of the request, written confirmation and update of their current contact location. If the developer fails to submit an updated contact location within the 60-day period, the right of the developer to receive reimbursement charges collected by the district may terminate, and any reimbursement charges collected by the district shall be collected and retained by the district and deposited in the district's capital fund for expenditure by the district.

Upon re-establishment of the developer contact location, the district may reinstate the developer's right to receive reimbursement payments.

(10) The developer shall not assign its rights and obligations under the reimbursement agreement without the prior written consent of the district. The developer agrees that the district shall be authorized to make segregation of or adjustments to the reimbursement charges if a benefited property is divided through an approved land use action. The district shall make the segregation or adjustment generally in accordance with the method used to establish the original reimbursement charges. The segregation or adjustment shall not increase or decrease the total reimbursement charges to be paid. The district may make all such segregation and adjustments without the necessity of further agreement by the developer.

(11) As an alternative to financing projects solely by owners of real estate in accordance with this section and Chapter 57.22 RCW, the district may join in financing of improvement projects and may be reimbursed in the

same manner as the owners of real estate who participate in the projects, if the district has specified the conditions of its participation in a resolution. [Res. 786 § 1 (Exh. 1), 2019; Res. 538 §§ 1 – 8, 2001.]

EXHIBIT 2

6.20.010 General conditions.

(1) *Definitions.* To make clear the meaning and intent of the words: district, district's engineers, developer, contractor, and contract documents, as used in these standards, the following definitions are given:

"Contract documents" shall consist of the following, and inconsistencies shall be resolved by following this order of precedence:

(1) Approved changes to the construction plans

(2) Approved construction plans

(3) Developer Extension Agreement and any conditions therein

(4) District Code and adopted standards

(5) RCW Title 57

These documents shall form the development contract.

"Contractor" means the person, persons, firm, or corporation employed by the developer to perform the work required by project plans and specifications to construct the water or sewage facility within the district's service area. The term also includes the contractor's agents and employees.

"Developer" means the person, persons, firm, owner, or corporation entering into agreement with Silver Lake Water and Sewer District for the installation and/or extension of a water or sewage facility. The term also includes the developer's agents and employees.

"District" means the Silver Lake Water and Sewer District, Snohomish County, Washington, a water-sewer district existing under and by virtue of the laws of the state of Washington.

"District's engineers" means the district engineer or the engineering firm and that firm's representatives retained and assigned by the district to act as the engineer for the work to be performed on the project. [Res. 735 § 1, 2017.]

6.20.020 Engineer's status.

The district's engineer shall serve as an agent of the district and, in conjunction with the district, have the authority to accept or reject the work performed by the developer for facilities within the district's service area. [Res. 735 § 1, 2017.]

6.20.030 Inspection of work.

The developer shall give the district timely notice that the work, or any part thereof, which has been constructed within the district's service area is ready for inspection. In no event shall the work, or any portion thereof, be covered up or placed into operation until the district has completed the inspection unless otherwise approved by the District.

If any work should be covered up without prior inspection by the district, it shall be uncovered for examination at the developer's expense.

The district and its representatives shall, at all times, have safe access to the work whenever it is in preparation or progress and the developer shall provide proper facilities for such access and for such inspection.

The developer shall perform tests of the work, at the developer's expense.

If the specifications, laws, ordinances, or any public authority shall require any work to be specially tested or approved, the developer shall give the district timely notice of its readiness for inspection and, if the inspection is by other authority than the district, the date fixed for such inspection.

All inspections by the district will be made with all reasonable promptness but, in no event, shall the lack of prompt inspections be construed to allow the developer to cover up the work or any portion of it without inspection.

The district's review of the contractor's work plan, safety plan, construction sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the contractor's safety measures in, on or near the construction site. The district does not purport to be a safety expert, is not engaged in that capacity, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of work for claimed violations thereof. [Res. 735 § 1, 2017.]

6.20.040 Final inspection and acceptance.

All materials and completed work shall, before acceptance by the district, be subject to final inspection by the district. The district shall have the right to subject all machinery, equipment and work to all tests necessary to assist in determining whether the contract has been faithfully performed. [Res. 735 § 1, 2017.]

6.20.050 Materials and facilities.

Unless otherwise stipulated, all materials utilized for water or sewage system construction within the district's service area shall be new and both workmanship and materials shall be of good quality. The developer shall furnish evidence as to the kind and quality of materials.

The developer shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any person not skilled in the work assigned to them. [Res. 735 § 1, 2017.]

6.20.060 Royalties and patents.

The developer shall pay all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save the district harmless from loss on account thereof. [Res. 735 § 1, 2017.]

6.20.070 Surveys, permits and regulations.

The developer shall furnish and pay for all surveys, licenses, permits, easements, and rights-of-way.

The developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

The Developer shall provide all horizontal and vertical control, including property corners, offset staking and street centerline and grade stakes, and shall provide reasonable and necessary survey control to install the water and sewer facilities at their designated horizontal and vertical locations.

All vertical and horizontal control staking shall be under the direction of a licensed land surveyor or professional engineer. Horizontal and vertical control should be established using established horizontal coordinate system and vertical datum. The surveyor shall use the District's approved plan information to stake proposed utilities.

The Work shall not commence until the Contractor has made provision to establish such points necessary for the Work. The Work shall conform to such points and instructions. The Contractor shall preserve survey monuments, bench marks, reference points and stakes, and in case of destruction, shall re-established as required by state law and shall be responsible for any errors that may be caused by their absence or disturbance.

6.20.080 Protection of work and property.

The developer shall provide no less than 48 hours notice to all affected property owners and residents prior to beginning construction. The developer may be required to hire a licensed arborist to assess impacts to existing significant (6" diameter at breast height) trees when utility installation work falls within the dripline. The developer shall continuously maintain protection of all work from damage and shall protect the property of others from injury or loss arising in connection with the project work.

The developer shall make good any such damage, injuries, or loss. The developer shall protect the adjacent property as provided by law and the contract documents, and shall provide and maintain all passageways, guard fences, traffic control, detours, road closures, barricades, signs, flaggers, lights, and other facilities for protection required by public authority or local conditions. The developer shall bear the risk of loss or damage for all finished or partially finished work until the entire project is completed and accepted by the district. [Res. 735 § 1, 2017.]

6.20.090 Existing utilities.

The developer shall investigate and locate all buried utilities or obstructions in the construction area prior to construction of new water or sewage facilities. The developer shall coordinate with the district, power, telephone, cable television, gas companies, and all other affected utilities for field location of the respective existing facilities.

The developer shall call for utility locates two full working days prior to construction in accordance with the requirements of RCW 19.122

6.20.100 Replacing improvements.

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines or other existing improvements, they shall be replaced to a condition equal or superior to that existing before they were so removed or disturbed. If it is necessary to trench through lawns and/or landscaped areas, the existing surfacing shall be removed before trenching and replaced with new sod and/or approved similar materials after backfilling. [Res. 735 § 1, 2017.]

6.20.110 Access.

Bridging shall be provided across private driveways and roadways, during the period that trenches are open, in such a manner as not to constitute a hazard to the people who use them. All construction operations shall be conducted in such a manner as to interfere as little as possible with the normal procedure of traffic. [Res. 735 § 1, 2017.]

6.20.120 Rights of various interests.

Wherever work being done by the district's employees or agents or by other developers is contiguous to work performed by the developer, the respective rights of the various interests involved shall be established by those involved to secure the completion of the various portions of the work in general harmony. [Res. 735 § 1, 2017.]

6.20.130 Sanitation.

Necessary sanitation conveniences for the use of workmen on the job, secluded from public observation, shall be provided and maintained by the developer. [Res. 735 § 1, 2017.]

6.20.140 Safety.

The Developer and their Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work, and for compliance with all federal, state and local safety laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours.

The right of the District to conduct construction review of the Developer and their Contractor's performance or inspection of the Work or the site is not intended to include review of the adequacy of the safety measures in, on or near the construction site.

In accordance with State of Washington WAC 296-809, Confined Spaces, the District has implemented a confined space program. Implementation of this program requires specific procedures for evaluation of hazards and subsequent entry into confined spaces. Vaults, pits, manholes, dry wells, water pump stations and sewer lift stations are all considered examples of confined spaces. Other construction related activities under certain circumstances, such as trenches, are also considered confined spaces.

Entry into confined spaces by District staff can only be accomplished under compliance with the adopted program. Currently, the District is providing required staff and equipment support to the District's project inspectors for confined space entry. This requires at least a three (3) working day advance scheduling with the District. Contractor shall anticipate this required advance notice when inspections of confined spaces are desired addition to meeting the standards and conditions of the Silver Lake Water and Sewer District, all construction shall be in conformance

6.20.150 Future Service.

The developer shall plan, design, and construct the sewer and/or water extension between the point of connection to the existing utility, to and through the proposed development to provide sewer and/or water service to the developer's property and to existing adjacent properties that can be served in accordance with the adopted District plans for future service. This extension include mainlines to the far side of the property where future extension may occur. It also includes installing sewer laterals, water services, and fire hydrants in areas where water and sewer main improvements from the existing utility to the development are needed, as determined by the district, to serve existing properties along the alignment of the extension.

6.20.160 Construction conformance.

In addition to meeting the standards and conditions of the Silver Lake Water and Sewer District, all construction shall be in conformance with the requirements of the cities of Everett and Mill Creek, Departments of Health and Ecology, Snohomish County, Washington State Department of Transportation, American Public Works Association, and American Water Works Association.

Additional district requirements may be mandated, on a case-by-case basis, due to site specific conditions. [Res. 735 § 1, 2017.]

6.20.170 Easements.

The developer shall obtain all necessary onsite and offsite easements without cost to the district using the district's standard utility easement form. The district shall be named as a beneficiary, with respect to both water and sewer facilities, in all general utility easements created in connection with the project. Easement dimension shall comply with the following requirements based on site conditions and District approval:

- Easements shall be based on surveyed as-built conditions in the field.
- A permanent easement for a single water or sewer main shall not be less than seven and one-half feet on each side of the centerline.
- If a main is contained within a casing and conditions warrant, such as between structures, the District may approve a minimum easement width of 10 feet.
- A combined utility easement for both water and sewer mains shall be 20 feet wide minimum with not less than five feet on each side of the mains.
- If the water and sewer mains are laid in a private roadway or drive aisle, the easement may be widened to cover between the furthest extents of the District maintained facilities.
- Fire hydrants shall have a minimum three-foot easement around the perimeter of the hydrant assembly center point. The easement area around the hydrant shall be graded to be flush and level.
- Water meters and backflow devices shall have a minimum one-foot easement around the perimeter of the meter box or vault and contiguous with the Right-of-Way or primary utility easement.
- Contiguous easements for separated appurtenances (e.g. multiple adjacent water meters) shall be included in one combined utility easement.

The District may require greater easement widths to accommodate larger pipe sizes, excessive depths, access needs, or other special requirements. Minimum separation between water and sewer utilities shall be in accordance with District and State standards.

The developer shall supply the district with the supporting data necessary to verify the location of the easement, including a legal description and map depiction. If legal services are required by the district in connection with the easement, the cost of such services shall be reimbursed by the developer to the district on demand and before acceptance of the extension.

No structure or obstruction including, without limitation, buildings, fences, walls or rockeries shall be erected over, upon or within the easement. No significant (over 6" DBH) tree plantings will be allowed directly over District facilities or within the District easement. Shrubs grass and groundcover are allowed.

Vehicle access, as approved by the district, shall be provided to all sewer manholes and facilities. Access to any fenced easement shall be provided via a gate of matching construction, to be approved by the district.

All off-site easements shall be fully executed and recorded by the developer and provided to the district prior to approval of the construction plans unless otherwise approved. All other easements shall be provided and reviewed by the district prior to final acceptance of the work performed under the contract. When the form of required easements have been approved by district, the developer shall record the easement with the county auditor and provide a record easement document to the district as a condition of acceptance.

An access agreement and/or easement shall be provided to the district for access to all interior building backflow assemblies required to protect the public potable water supply from possible contamination.

Relinquishment of existing utility easements shall be approved by motion by the Board of Commissioners. All existing District utility mains and service lines shall be removed prior to approval of the relinquishment unless otherwise approved by the District. [Res. 735 § 1, 2017.]

6.20.180 Pollution and erosion control.

The contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

Erosion and sediment control throughout the project including abutting and downstream properties shall be the responsibility of the developer.

The developer shall determine the appropriate temporary erosion and sediment control (TESC) necessary for the construction time of the year and shall furnish and install the necessary controls as the first order of work. Such erosion and sediment control shall be fully maintained during the course of construction, modifying the control when necessary.

Temporary erosion and sediment control shall consist of best management practices in the approved TESC Plan, Stormwater Pollution Prevention Plan, and any stormwater permit requirements issued by the land use agency or the State Department of Ecology.

The developer shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during construction of the project. The developer shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other waters, which may occur as a result of construction operations.

Upon failure of the developer to provide immediately such erosion control, the district shall be at liberty, without further notice to the developer, to provide and/or remove the necessary erosion control. The developer shall reimburse the district for any costs incurred on account thereof. [Res. 735 § 1, 2017.]

6.20.190 Encasement/carrier pipes.

At all locations determined by the district, the water and/or sewer main shall be encased with steel casing. Steel casing shall be of sufficient diameter, size, and strength to enclose the carrier pipe and to withstand maximum loading for the application. Sizing and wall thickness of casing is subject to approval by the district. The carrier pipe shall be ductile iron, Class 52, restrained joint pipe unless otherwise approved by the district. Casing spacers, , pipe backfill, and end seals shall be installed in accordance with the adopted construction details in Article VI of this Chapter unless otherwise approved by the District. [Res. 735 § 1, 2017.]

6.20.200 Finishing and cleanup.

After all other work on the project is completed and before final acceptance, the entire roadway, including the roadbed, planting, sidewalk areas, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections of a new roadway consistent with the original section, and as hereinafter specified.

On construction where all or portions of the construction is in undeveloped areas, the entire area which has been disturbed by the construction shall be shaped so that upon completion the area will present a uniform appearance, blending into the contour of the adjacent properties and hydroseeded. All other requirements outlined previously shall be met.

Slopes, sidewalk areas, planting areas and roadway shall be smoothed and finished to the required cross section and grade by means of a grading machine insofar as it is possible to do so without damaging existing improvements, trees, and shrubs. Machine dressing shall be supplemented by handwork to meet requirements outlined herein, to the satisfaction of the district.

Upon completion of the cleaning and dressing, the project shall appear uniform in all respects. All graded areas shall be true to line and grade. Where the existing surface is below sidewalk and curb, the area shall be filled and dressed out to the walk. Wherever fill material is required in the planting area, the finished grade shall be elevated to allow for final settlement, but nevertheless, the raised surface shall present a uniform appearance.

All excavated material at the outer lateral limits of the project shall be removed entirely. Trash of all kinds resulting from clearing and grubbing or grading operations shall be removed and not placed in areas adjacent to the project. Where machine operations have broken down brush and trees beyond the lateral limits of the project, the developer shall remove and dispose of same and restore said disturbed areas at his own expense.

Drainage facilities such as inlets, catch basins, culverts, and open ditches shall be cleaned of all debris that results from the developer's operations.

All pavement surfaces, whether new or old, shall be thoroughly cleaned. Existing improvements such as Portland cement concrete curbs, curb and gutters, walls, sidewalks, and other facilities, which have been sprayed by the asphalt cement, shall be cleaned to the satisfaction of the district.

Castings for monuments, water valves, vaults and other similar installations, which have been covered with the asphalt material, shall be adjusted to final grade and cleaned to the satisfaction of the district. [Res. 735 § 1, 2017.]

6.20.210 Addressing facilities in existence prior to development.

(1) *Private Wells.* Prior to project acceptance, any developing property that is served by a private well shall decommission the well per WAC 173-160-381; further requirements are identified in Article V of this chapter, Cross Connection Control.

(2) *On-Site Septic Systems.* Prior to project acceptance, property served by on-site septic systems shall abandon the septic tank to Snohomish Health District standards and WAC 246-272A-0300; further requirements are identified in Article III of this chapter, Sanitary Sewer Systems.

(3) Existing utility mains, water service lines and sewer laterals that are not reused for development shall be removed at the developer's expense unless otherwise approved by the District and land use agency.

(4) Existing water and sewer service lines that are reused in place for the proposed development shall be upgraded to current District standards at the developer's expense unless otherwise approved by the District and land use agency.

(5) Existing fire hydrants within the development project site area or frontage shall be upgraded to current District standards at the developer's expense.

(6) A change of use form must be submitted to the District prior to final acceptance for all existing service lines that are reused on a development project.

6.20.220 Water and Sewer Service Applications.

Requests for the installation of a water meter, new service line or side sewer permit shall be submitted upon an application form provided by the District and signed by the applicant in accordance with the timelines listed below, or as otherwise detailed in the District Code.

1) Developer Extension (DE) projects in accordance with Chapter 6.15: Service applications shall not be submitted until after final acceptance of the DE project by the District.

a. Applications for an early side sewer inspection without connection to the structure may be submitted if requested by the Developer and approved by the District. Additional inspection charges will apply. Final connection must be completed within 180 days.

2) Approved Land Use actions but not part of a DE (e.g. building permit only): Service applications shall not be submitted until after approval of the development action by the land use agency. Documentation may be required by the District for verification.

3) Non-project actions (e.g. septic to sewer conversion with an existing sewer lateral): Service applications can be submitted at the convenience of the applicant.

6.20.230 Early Construction Utility Services.

Prior to final acceptance of a Developer Extension project, early water service may be provided by using one the following options if approved by the District.

1) Rental of a District provided portable construction meter (CM) with a built-in backflow assembly.
   a. The CM must be installed at the location of an existing service line or an approved future irrigation meter.
   b. The appropriate General Facility Charge must be paid prior to installation.
   c. Usage of the CM will be billed monthly in accordance with the requirements of Title 9.
   d. District staff time for the installation and maintenance of the CM, as well as funds for a damage deposit, shall be charged against the Developer Extension project in accordance with Section 9.05.100.
   e. A change of use form shall be submitted to the District at the time of the conversion from a CM to the final water meter.
2) Irrigation meter if shown on the approved construction plans and the water main is charged with proper backflow protection that has been installed, inspected by District personnel, and passed testing.
3) Fire hydrant Meter rental in accordance with the requirements of Chapter 9.05.

There shall be no early connection to or usage of the public sewer system prior to final acceptance of the project unless approved by the General Manager for public health reasons.

6.20.240 Credit for Existing Water and/or Sewer Connections.

1) *Reuse in Kind.* Developers requesting reuse of existing service in kind must make an application for this use to the district. Reuse in place or relocation of point of service within the developing project is allowed with full credit for prior capital facilities charges provided:

(a) Application is made to the district;

(b) Payment of administrative fees identified in district fees and charges is received.

2) *Upsizing with Credit for Existing Water and/or Sewer Connection Capital Facility Charges.* Developers if seeking credit for prior connections towards the connection fees for upsized services will receive consideration if:

(a) Request is made to district for credit for existing services.

The credit amount shall be in accordance with Chapter 9.05.

6.20.250 Deviations.

Deviations or alternates to the adopted District Standards may be approved by the District upon review of materials submitted by the Developer that such modifications:

1) Are equal to or better than the requirements in these Standards.
2) Are in the public interest.
3) Are based upon sound engineering judgment and practices.
4) Fully meet the requirements for safety, function, appearance, and maintenance.

Requests for proposed deviations or alternates should be submitted as soon as possible to allow time for review and decision by the District. Design deviation or alternate requests shall be reviewed and approved prior to construction. The District shall make the decision as to whether a requested deviation alternate will be allowed.

EXHIBIT 3

9.05.100 Developer Extension Fees

In accordance with RCW 57.22.010, the developer is responsible for paying all District costs associated with a Developer Extension (DE) Agreement subject to the requirements of Chapters 6.15 and 6.20. The following fees and charges for the services identified herein shall be paid within the timeline listed below.

Service	Charge for Service	Description	Payment Timeline
DE Application Fee for residential use up to 50 lots / units, or municipal land uses	$1,000 Non-refundable	Preliminary review and administration of DE Agreement during application phase by District staff, including construction plan review and approval. Does not include consultant or legal costs.	With DE application
DE Application Fee for residential use over 50 lots / units, commercial, multi-family, or industrial land uses, and/or a sewer lift station.	$1,500 Non-refundable		
DE Administration Fee	$1,000 Non-refundable	All District staff administration of DE Agreement during construction and closeout, excluding costs listed below	Prior to pre-construction meeting
Deposit (see below)	$5,000 or $10,000	Deposit to cover District costs during construction and closeout phases	Prior to pre-construction meeting
Construction Inspection	$110 per hour	District construction inspector time for DE construction and closeout	Billed monthly
District Maintenance Crews and Technical Services staff	Actual costs on a time and material basis	All associated District crew and staff support time unless otherwise noted in the Code.	Billed monthly
Consultant, vendor and legal services as needed or required	Actual costs	Plan review, hydraulic modeling, contracted inspection services, CCTV, legal review, etc.	Billed monthly
Interagency Permitting	Actual costs	All land use or public agency permitting costs, such Snohomish County or WSDOT Utility permits	Billed monthly

A cash deposit shall be submitted to ensure payment of District costs associated with the Developer Extension Agreement (DEA), including but not limited to, construction inspection, District maintenance

crew work, District materials for early construction utility services, consultant costs, legal fees, permitting, and any other items needed to process and administer the DEA.

The deposit amount shall be $5,000 for small scale projects as determined by the District, such as a fire hydrant or sewer lateral only, or $10,000 for all other developments. The District may require a larger deposit amount based on the size and scope of DEA project, such as a sewer lift station.

All charges are due at the time as listed in the table above or as noted on District invoices. Any unpaid charges remaining within 90 days of final project acceptance shall be deducted from the deposit. The District will refund any remaining deposit upon final resolution of all unpaid charges.

The deposit may also be retained by the District and used by the developer in lieu of a separate performance guarantee, two-year maintenance bond or a Reimbursement Agreement application deposit.