

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 01-2010

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
AMENDING RULES AND REGULATIONS FOR WATER SERVICE.**

WHEREAS, the North Beach Water District (Water District) has established a water supply and distribution system and has approved rules and regulations governing service; and

WHEREAS, the Water District desires to modify its policy regarding payment via credit card and service connections; and

WHEREAS, the Water District has approved rules, regulations and rates on July 21, 2008; now and subsequently amended, therefore

BE IT RESOLVED by the Board of Commissioners of the North Beach Water District, Pacific County, Washington as follows:

Section 1. That the rules, regulations and rates adopted by Resolution 08-2008 be amended as follows:

1.01.260 **Service connection – No main in street.**

B. Applicant may enter into a mainline extension agreement as follows:

1. Owner shall construct at his own expense the water facility extension as per plan attached hereto, marked Exhibit A and incorporated herein by reference as though fully set forth. Said facility shall be constructed by the District or in accordance with the Rules and Regulations of said District in effect governing the construction and specifications for facilities of such type, and subject to the approval of the District's General Manager or his agent. Connection to the District's system is conditioned upon payment by the Owner to the District of all the District's costs associated with such extension including, but not limited to, the District's construction, restoration, engineering, legal and administrative costs.
2. For a period of 15 (fifteen) years from date hereof, any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference as though fully set forth. The Owner is required every two years from the date this contract is executed to provide the District with information regarding the current contact name, address, and telephone number of the person, company or partnership that originally entered into the contract. If the

property Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to the property Owner under the contract. Such funds must be deposited in the capital fund of the District. (RCW 57.22.020)

3. Upon completion of construction of the extension and its acceptance by the General Manager of the District, the facility shall become a part of the District's water system without cost to the District. Maintenance and operation costs of said lines and facilities after acceptance shall be borne by the said District.
4. No person, firm, or corporation shall be granted a permit or be authorized by the District to connect into or use any such facility, or extensions thereof, during the period of time prescribed in paragraph (2) of this contract without first paying to the District, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibit B. All amounts so received by the municipality shall be remitted to the Owner or assignee within sixty (60) days after the receipt thereof.
5. Whenever any connection is made onto the facility described in Exhibit A under this contract without such payment having first been made in accordance with Exhibit B, the District may remove or cause to be removed, such unauthorized connection and all connecting lines or pipe located in the facility right of way, and dispose of such material removed without any liability whatsoever.
6. Owner hereunder is an independent contractor and not an agent or employee of the District.
7. Owner agrees to pay to the District an administrative fee of five percent (5%) of all reimbursements collected by the District on behalf of the Owner.

1.01.390 **Service Charges.**

15. Credit card payments – the District will accept credit card payment through its vendor at a fee established by the vendor to be paid by the customer desiring such service.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on 19th day of January 2010.

Brian Sheldon, Commissioner



Gwen Brake, Commissioner



R D Williams, Commissioner