**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
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<td>Originator:</td>
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**TITLE OF DOCUMENT:** Ordinance granting a non-exclusive franchise to Georgia Manor Water Association to allow for the provision of water to association members, application for same having been filed by Linnea G. Smith, Authorized Agent. Application received by Council 5/4/11.

**ATTACHMENTS:**
- Ordinance
- Memo

**SEPA review required?** (XX) Yes ( ) No
**SEPA review completed?** ( ) Yes (XX) No

**Should Clerk schedule a hearing?** (XX) Yes ( ) No
**Requested Date:** January 24, 2012

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

RCW 36.55 and § 9.30 of the Home Rule Charter provides for the granting of franchises to public and private utility companies for use of County rights of way. This is a new franchise allowing for use of and presence in County Rights-of-Way in order to place facilities necessary to provide water to association members.

**COMMITTEE ACTION:** 3/13/2012: Forwarded to Council for approval, 2-0-1, Mann abstained

**COUNCIL ACTION:** 1/10/2012: Introduced
3/13/2012: Council Adopted 6-0-1, Mann abstained Ord. 2012-011
3-28-12 Accepted of Franchise Agreement 4 Recorded

**Auditor Recording #:** 2120303097

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:** Ord. 2012-011

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: **www.co.whatcom.wa.us/council**.
RETURN DOCUMENT TO:

MARINA ENGELS
WHATCOM COUNTY
COUNCIL OFFICE

DOCUMENT TITLE(S): FRANCHISE

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Ordinance Number: 2012-011

Additional reference numbers found on page 18 of document.

GRANTOR(S):

Whatcom County

Additional grantors found on page _________ of document.

GRANTEE(S): Georgia Manor Water Association

Additional grantees found on page _________ of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat, or section, township, range)

Section 34, Township 38 North of Range 1 East of W.M.

Additional legal description can be found on page 4 of document.

ASSESSOR’S PARCEL NUMBER:

None - roads
INTRODUCED BY:   CONSENT    

PROPOSED BY:   Public Works    

DATE INTRODUCED: 1/10/2012    

ORDINANCE NO. 2012-011

AN ORDINANCE IN THE MATTER OF GRANTING A NON-EXCLUSIVE FRANCHISE TO THE GEORGIA MANOR WATER ASSOCIATION, INC., FOR A PERIOD OF 25 YEARS PURSUANT TO STATE LAW AND SECTION 9.30 OF THE WHATCOM COUNTY HOME RULE CHARTER, TO OPERATE AND MAINTAIN WATER LINES AND FACILITIES ALONG CERTAIN ROADS AND HIGHWAYS WITHIN THE UNINCORPORATED AREAS OF WHATCOM COUNTY

WHEREAS, Whatcom County's Home Rule Charter §9.30 authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road or public place; and

WHEREAS, Home Rule Charter §9.30 also establishes certain requirements to which all franchises granted by the County must be subject, and those requirements have been included herein; and

WHEREAS, R.C.W. 36.55.010 provides that the appropriate County authority, which in the case of Whatcom County is the County Council, may grant franchises to persons or private or municipal corporations to use County right-of-ways for the construction and maintenance of water works, gas pipes, telephones, telegraph and electrical light lines, sewers and other such facilities and including cable television wires and other cable television facilities; and

WHEREAS, the Georgia Manor Water Association operates a system of water lines and facilities within a portion of Whatcom County and the Association desires and
needs a franchise to authorize its continued use of the County’s right-of-ways; and

WHEREAS, the Georgia Manor Water Association has applied for renewal of its nonexclusive franchise for installation, operation, maintenance, repair and replacement of water mains and water distribution lines, associated equipment and facilities in and along certain roads in Whatcom County, Washington, and notice of this hearing having been duly published on February 4, 2012 and February 18, 2012 in the Bellingham Herald, the official newspaper for Whatcom County, and it appearing to the County Council that notice of said hearing has been given as required by law and that it is in the public interest to grant the franchise for the maximum allowable period of 25 years; and

WHEREAS, this matter has come on regularly for hearing before the Whatcom County Council at 7:00 p.m. on the 13th day of March, 2012 in accord with the notice given; and

WHEREAS, the Georgia Manor Water Association has agreed to the various administrative provisions of the franchise as provided herein;

NOW, THEREFORE, BE IT ORDAINED by the Council of Whatcom County, Washington that a non-exclusive franchise, attached hereto as Exhibit A, is hereby granted to Georgia Manor Water Association for a period of twenty-five (25) years in order that the
Association may continue to operate and maintain water lines and facilities along certain County rights-of-way within the unincorporated areas of Whatcom County.

Adopted this ___ day of March, 2012.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Kathy Kershner, Council Chair

☑ APPROVED  ( ) VETOED

JACK LOWS, COUNTY EXECUTIVE
3-14-12
DATE

APPROVED AS TO FORM:

Daniel L. Gibson, Asst. Chief Civil Deputy Prosecuting Attorney

ACCEPTED BY GEORGIA MANOR WATER ASSOCIATION

DATE: 3-28-12

BY: Patricia Peterson
Name: Secretary-Treasurer
Title: GMAWA

Published on February 4, 2012 and February 18, 2012

This ordinance shall become effective on March 28, 2012
EXHIBIT A

NON-EXCLUSIVE FRANCHISE AGREEMENT

Section 1. Franchise Granted

(a) A non-exclusive franchise for the Georgia Manor Water Association, operating as a private association for the purpose of purveying water within Whatcom County, together with any successors and assignees, referred to herein as the grantee, is hereby granted for a period of 25 years, which provides franchisee the non-exclusive right and privilege to construct, erect, operate, maintain, repair, and replace water lines and related facilities in, along and across county roads or portions thereof as named herein.

(b) The rights and privileges granted herein shall apply to all roads and public ways listed, including all portions of rights-of-way abutting said roads and public ways, as follows (and as described in Map attached hereto as Attachment A):

On Leeward Way beginning at the southern boundary of its intersection with North Gate road, south to the northern boundary of its intersection with South Gate Road; and on Haxton Way, beginning at the southern boundary of its intersection with North Gate Road, south to the northern boundary of its intersection with South Gate Road, all of which roads are located in Section 34, Township 38 North of Range 1 East of W.M.

The rights and privileges shall also apply to the portions of County roads and rights-of-way that are part of or that abut those portions of roads that lie just over the section lines that bisect or intersect the listed roads.
Section 2. Acceptance of Franchise

(a) No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise;

(b) Such written acceptance shall be filed by Grantee not later than the thirtieth day following the effective date of the ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Grantee shall be deemed to have rejected the same. In case of Grantee’s tardy acceptance of franchise, the County’s recognition thereof shall be strictly at its discretion.

Section 3. Entering Rights of Way.

The Grantee, its successors and its assignees shall, subject to the requirements of Section 5 below, have the right and authority to enter upon the above-mentioned county roads, rights-of-way and other county property as designated hereinbefore, for the purposes of constructing, operating, maintaining, repairing, and replacing water lines and facilities.

Section 4. Construction Standards.

All construction and installation work along and under county roads or rights-of-way or other County property outside the corporate limits of any incorporated town shall be subject to the approval of, and pass inspection by the Public Works Director and shall conform to all applicable County and State codes or regulations. The County expressly reserves the right to prescribe how and where the facilities, including water mains and distribution lines, shall be installed, and from time to time, upon six months or otherwise reasonable notice, whichever is longer\(^1\), the County may require the removal and

\(^1\) While the period of time is stated as “six months or otherwise reasonable notice, whichever is longer”, the parties are generally willing to work to accommodate each other in order to expedite completion of a project.
replacement of the facilities when in the public interest, at the expense of the franchise holder.

Section 5. Construction Application.

(a) Prior to commencement of construction of said water lines and facilities, Grantee shall first file with the Public Works Director its application for permit to do such work, together with plans and specifications in duplicate showing the position and location of all such lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing county roads, rights-of-way or other county property upon plans drawn to scale, hereinafter collectively referred to as the "map of definite location."

(b) The water lines and facilities shall be laid in conformity with said map of definite location, or in conformity with design drawings by an engineer, except in instances in which deviation may be allowed thereafter in writing by the Director of Public Works or his authorized designee, pursuant to application by Grantee. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turn-outs and road obstruction, etc. No such construction shall be commenced without the Grantee first securing a written permit from the Director of Public Works, including approval endorsed on one set of plans and specifications returned to the Grantee. All such work shall be subject to the approval of and shall pass the inspection of the Director of Public Works. The Grantee shall pay all actual and necessary costs of and expenses incurred in the examination, inspection and approval of such work on account of granting said permits.

Section 6. Construction on Roadways/Other County Property.

(a) In any work which requires breaking of soil of the county roads, rights-of-way or other county property subject to this franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said water lines and facilities, and making
connections between the same to structures and buildings of customers or making
canctions to other facilities of the Grantee now in existence or hereafter constructed, the
Grantee shall be governed by and conform to the general rules adopted by the officers
charged with the supervision and care of such county roads, rights-of-way, and other
county property; and the Grantee at its own expense and with all convenient speed shall
complete the work for which the soil has been broken and forthwith replace the work and
make good the county road, rights-of-way or other county property and leave the same in
as good condition as before the work was commenced.

(b) Applications for permits referred to in Section 5 above shall be accompanied
by specifications for the restoration of the county road, rights-of-way or other county
property to the same condition it was prior to such breaking of the soil, and such
specifications must be approved by the Director of Public Works before such breaking of
the soil is commenced. The Director of Public Works may require a performance bond in a
sum sufficient to guarantee that such county roads, rights-of-way or other county property
shall be restored to the same condition as they were prior to the breaking of the soil. Said
bond shall be in addition to any other such requirements contained herein.

c) The Director of Public Works may at any time order, or have done, any and all
work that it considers necessary to restore to a safe condition any such county road, rights-
of-way or other county property left by the Grantee or its agents in a condition dangerous
to life or property, and the Grantee upon demand shall pay to the County all costs of such
work; provided that, where reasonably feasible, the Grantee shall be provided prior notice
of the condition and allowed seventy-two (72) hours to complete the necessary restoration
work itself.

Section 7. Construction — Other Lines and Facilities.

(a) All construction or installation of such water lines and facilities, service, repair
or relocation of same, performed above, along or within the county rights-of-way or other
county property subject to this franchise shall be done in such a manner as not to interfere
with the construction and maintenance of other utilities' lines, drains, drainage ditches and structures, irrigation ditches and structures located therein, nor change the drainage flow therein, nor interfere with the grading or improvement of such county roads, rights-of-way or other county property.

(b) The owners of all utilities, public or private, installed prior in time to the line and facilities of the Grantee shall have preference as to the positioning and location of such utilities so installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such county road or right-of-way.

Section 8. Construction - Public Safety and Inconvenience.

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of water lines and the construction of facilities within rights-of-way or other county property, the Grantee shall leave such trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work; and where any of such trenches, ditches, or tunnels are left open at night, the Grantee shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). The Grantee shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by the Grantee.

Section 9. County Rights Reserved.

In granting this franchise, Whatcom County does not waive any rights which it has now or may hereafter acquire with respect to county roads, rights-of-way or other county property and this franchise shall not be construed to deprive the County of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to
control the county roads, rights-of-way or other County property covered by this franchise. This franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the franchise itself shall have no value.

Section 10. Relocation of Lines and Facilities.

(a) If the County of Whatcom shall improve or change, or direct or otherwise require another party to improve or change any county road, right-of-way or other county property subject to this franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, or in the event that such county road, right-of-way or other county property subject to this franchise shall become a Primary State Highway as provided by law, the Grantee shall, at its sole expense and within six months or a reasonable time, whichever is longer,\(^2\) following written notice from the Director of Public Works or the Director of Highways, change the location or readjust the elevation of its water lines and facilities so that the same shall not interfere with such work and so that such lines and facilities shall conform to such new grades or routes as may be established. Whatcom County shall not be liable for damage to said Grantee that may occur by reason of any of the County’s improvements, changes or works referenced above, except in the event that said damage is caused by the sole gross negligence or intentionally wrongful acts of the County or its agents.

(b) All work to be performed by the Grantee under this section shall be under the direction and approval, and shall pass the inspection of the Director of Public Works. The Grantee shall pay all actual and necessary costs and expenses incurred in the examination, inspection and approval of such work.

Section 11. County Road Work Permitted.

The laying, construction, operation and maintenance of the Grantee’s water lines and facilities authorized by this franchise shall not preclude Whatcom County, its agents or

\(^2\) See footnote 1.
its contractors from blasting, grading, excavating or doing other necessary road work contiguous to the said lines and facilities of the Grantee provided that the Grantee shall provide the locations of all of its lines to the line locator service and Whatcom County, prior to beginning any such work, shall first check with the locator service to determine whether or not any of Grantee’s lines are located in the proposed work area. Upon finding from the locator service that Grantee does have lines located within the proposed work area, Whatcom County shall provide Grantee with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Grantee may protect its lines and facilities. Failure of Grantee to properly notify the locator service of the location of its lines shall relieve Whatcom County of its duty to provide Grantee the otherwise-required advance notice of proposed work.

Section 12. Monuments and Survey Markers.

(a) Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee’s operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director of Public Works. The replacement of all such monuments or other reference points shall be approved by the Director of Public Works. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as possible and under direction of the Public Works Director. Grantee shall bear the cost of replacing any monuments or other markers lost, destroyed or disturbed, and replacements are subject to Grantor’s approval.

(b) A complete set of reference notes for monuments and other ties shall be filed with the Whatcom County Director of Public Works.
Section 13. Maintenance

Georgia Manor Water Association shall maintain all above ground improvements that it places on County right-of-way pursuant to this franchise. In order to avoid interference with the County's ability to maintain the right-of-way Georgia Manor Water Association shall provide a clear zone of five feet on all sides of such above-ground improvements. If Georgia Manor Water Association fails to comply with this provision, and by its failure, property is damaged, then Georgia Manor Water Association shall be responsible for all damages caused thereby.

Section 14. Vacations.

If at any time Whatcom County shall vacate any county road, right-of-way or other county property which is subject to the rights granted by this franchise; then the Whatcom County Council may, at its option and by giving thirty (30) days written notice to the Grantee, terminate this franchise with reference to such county road, right-of-way or other county property so vacated and Whatcom County shall not be liable for any damages or loss to the Grantee by reason of such termination. Prior to vacation, Whatcom County shall, at the request of Grantee, reserve for the benefit of Grantee an easement for the water lines and facilities in the subject right of way or county property.

Section 15. Indemnification.

(a) By acceptance of the privileges granted hereunder, Grantee hereby agrees and covenants to indemnify, defend, and save harmless Whatcom County and those persons who were, are now, or shall be duly elected or appointed officials or members or employees thereof, against and from any loss, damage, costs, charges, expenses, liability, claims, demands or judgments of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omissions or default on the part of the Grantee, its subcontractors and/or employees, which may occur by reason of construction, operation and maintenance of the Grantee’s said water lines and facilities. In case that suit or action is brought against Whatcom County for damages arising out of or by reason of the above-mentioned causes, the Grantee will upon receiving notice of the
filing of a claim or the commencement of said action, appear for and defend the same at its sole cost and expense, and in case judgment shall be rendered against Whatcom County in a suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after said suit or action is finally been determined. Upon the Grantee's failure to satisfy said judgment within a ninety (90) day period, this franchise shall at once cease and terminate and Whatcom County shall have a lien upon the water lines and all other facilities used in the construction, operation and maintenance of the Grantee's water system, which may be enforced against the property for the full amount of any such judgment so taken against Whatcom County.

(b) Whatcom County's acceptance of any work performed by the Grantee at the time of completion shall not be grounds for avoidance of this covenant.

Section 16. Non-Exclusive Franchise.

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit Whatcom County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the county roads, rights-of-way, or other County property subject to franchise, and shall in no way prevent or prohibit Whatcom County from constructing, altering, maintaining, using or vacating any of said roads, rights-of-way, drainage structures or facilities, irrigation structure or facilities, or any other County property or affect its jurisdiction over them with full power to make all necessary changes, relocations, repairs, and maintenance as the County may deem fit.

Section 17. Successors and Assignees.

All the provisions, conditions, regulations and requirements contained herein shall be binding upon the successors and assignees of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.
Section 18. Transferability.

Neither this franchise nor any interest herein shall be sold, transferred or assigned without prior consent in writing of the Whatcom County Council, such consent not to be unreasonably withheld.

Section 19. Incorporation.

Whenever any of the county roads, rights-of-way or other county property as designated in this franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this franchise shall continue in force and affect as to all county roads, rights-of-way or other county property not so included in city or town limits.

Section 20. Enforcement/Remedies.

If the Grantee shall willfully violate, or fail to comply with any of the provisions of this franchise through willful or unreasonable neglect, or fail to heed or comply with any notice given the Grantee under the provisions of this franchise, then the said Grantee shall forfeit all rights conferred hereby, and this franchise may be revoked or annulled by the Whatcom County Council. In addition to any rights implied or set out elsewhere in this ordinance, the Council reserves the right to require the Grantee to specifically comply with the terms and conditions of the franchise ordinance, or any lawful order, statute, or regulation, and this franchise may be terminated at any time if the Grantee’s lines and facilities are not operated or maintained in accordance with such ordinance, statute, order or regulation.


This franchise is subject to the provisions of the Home Rule Charter for Whatcom County and, in particular, Section 9.30 thereof which provides as follows: All franchises granted by the County Council shall be for a fixed term not to exceed twenty-five (25) years and no exclusive franchise shall be granted for the use of any street, road, or public place. All franchises shall be subject to the power of eminent domain and the right of the
Council or the people acting for themselves through initiative or referendum to repeal, amend or modify the franchise in the interest of the public; and every ordinance granting a franchise shall contain a reservation of these rights. In any proceeding under eminent domain the franchise itself shall have no value.

Section 22. Compliance with Laws and Regulations.

This franchise is subject to, and the Grantee shall comply with, all applicable Federal, State, County or municipal laws, regulations and policies affecting performance under this franchise.

Section 23. Insurance.

(a) Upon acceptance of this franchise, the Grantee shall, at the discretion and request of the County, file with the Whatcom County Council, and shall thereafter, during the entire term of such franchise, maintain in full force and effect, a corporate insurance policy or other adequate surety agreement in the amount of ONE MILLION DOLLARS ($1,000,000.00) for property damage coverage, and ONE MILLION DOLLARS ($1,000,000.00) for public liability coverage, so as to protect the County against damages or costs as set forth in Section 14 above. There shall be recoverable, jointly and separately from the principal and surety, any such damages or costs suffered or incurred by the County, including attorneys’ fees and costs of any action, or proceedings, and including the full amount of any compensation, indemnification, cost of removal of any property or other costs which may be incurred up to the full principal amount of such insurance policy. Said condition shall be a continuing obligation during the entire term of such franchise and thereafter until Grantee shall have satisfied in full any and all obligations to the County and any user that may arise out of or pertain to said franchise. Neither the provisions of this section, nor any insurance policy accepted by the County pursuant hereto, nor any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Grantee, or limit the liability of the Grantee under any franchise issued pursuant to this ordinance.
(b) The County reserves the right to have its legislative body review the dollar amount of said insurance policy and adjust the amount of coverage as deemed appropriate upon an annual basis.

Section 24. License, Tax and Other Charges.

No privileges or rights granted hereunder shall exempt Grantee from any future uniform rent, license, tax charge or impost which may hereafter be required by the Grantor, for revenue or as reimbursement for use and occupancy of public ways, and failure to timely remit any sums properly due shall be cause for forfeiture of rights hereunder.

Section 25. Repealer.

All other prior existing franchises granted by Whatcom County to the Georgia Manor Lake Water Association shall be repealed, and the terms of the franchise granted hereunder shall become effective at such time as an acceptance of franchise is filed by the Grantee with the County in accordance with Section 2 herein.

Section 26. Severability.

If any portion of the ordinance is deemed invalid the remainder will remain in effect.
Section 27. Titles.
The section titles used herein are for reference only and should not be used for the purpose of interpreting this ordinance.

JACK LOUTH, COUNTY EXECUTIVE

APPROVED AS TO FORM:

Daniel L. Gibson, Asst. Chief Civil Deputy Prosecuting Attorney

DATE: 3-14-12

ACCEPTED BY GEORGIA MANOR WATER ASSOCIATION

DATE: 3-18-12

BY: PATRICIA PETERSON
Name: 
Title: Secretary-Treasurer GMA
Exhibit B

ACCEPTANCE OF FRANCHISE

Georgia Manor Water Association

The Whatcom County Council at its meeting of March 13, 2012, adopted Ordinance 2012-011 approving the application for franchise filed by Georgia Manor Water Association. The petition and all related documents are available for review in the Council Office as file number 2011-181.

Georgia Manor Water Association hereby accepts, subject to all the conditions contained in Ordinance 2012-011, that certain non-exclusive franchise to construct, erect, operate, maintain, repair, and replace water lines and related facilities in, along and across county roads or portions thereof as follows:

On Leeward Way beginning at the southern boundary of its intersection with North Gate road, south to the northern boundary of its intersection with South Gate Road; and on Haxton Way, beginning at the southern boundary of its intersection with North Gate Road, south to the northern boundary of its intersection with South Gate Road, all of which roads are located in Section 34, Township 38 North of Range 1 East of W.M.

The rights and privileges shall also apply to the portions of County roads and rights-of-way that are part of or that abut those portions of roads that lie just over the section lines that bisect or intersect the listed roads.

Granting of this franchise becomes official upon receipt from the petitioner of this signed and notarized document, and payment by petitioner of publication costs incurred by the County Council Office.
This franchise, when granted, shall be in effect for a period of twenty-five (25) years.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Kathy Kershner
Council Chair

Agent for the petitioner, Georgia Manor Water Association:

Date: 3-28-12

State of Washington  )
County of Whatcom  ) ss.

Signed and sworn to before me on this 28th day of March 2012, by

PATRICIA PETERSON
(Agent for petitioner)

MARCHL L. BLAKELY
Notary Public in and for the State of Washington, residing at Ferndale

My notary commission expires 1-09-2015

Effective Date of this franchise: 3-28-2012