

# Wells That Serve Two Connections or Small Businesses

Use this checklist and packet of materials if your proposed water supply will serve two connections or less and does not provide water to 25 or more people per day. In addition it **must not serve** any of the following:

- ◇ Food service, Chapter 246-215 WAC;
- ◇ Food inspection, Chapter 16-165 WAC;
- ◇ Residential treatment facility, Chapter 246-337 WAC;
- ◇ Transient accommodations, Chapter 246-360 WAC;
- ◇ Boarding homes licensing rules, Chapter 388-78A WAC;
- ◇ Minimum licensing requirements for child care centers, Chapter 170-295 WAC;
- ◇ School-age child care center minimum licensing requirements, Chapter 170-151 WAC; or
- ◇ Adult family home minimum licensing requirements, Chapter 388-76 WAC.

If your proposed water supply will serve any of the above or you have questions please contact Lewis County Public Health & Social Services @ 360-740-2718 or [Sue.Kennedy@lewiscountywa.gov](mailto:Sue.Kennedy@lewiscountywa.gov). Additional information is available on the Lewis County website <http://lewiscountywa.gov/publichealth>.

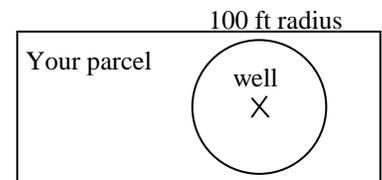
## **PLEASE READ THIS INFORMATION BEFORE BEGINNING YOUR PROJECT**

### **1. Water Source:**

**First inspect your proposed or existing well location for distances from septic tanks, drain fields, property lines, roads, and other potential sources of contamination.** There must be at least a 100 ft. radius circle around the well that is and will remain free of contaminants, unless engineering justification supports a smaller area. If the well site is within 100' of a property line, you should try to obtain a Restrictive Covenant from the neighboring parcel owner. For the adjacent parcel owner to sign this covenant there can be no septic tank, drain field, or other potential contaminating substances within their portion of your well circle. See examples below to determine what covenants you'll need.

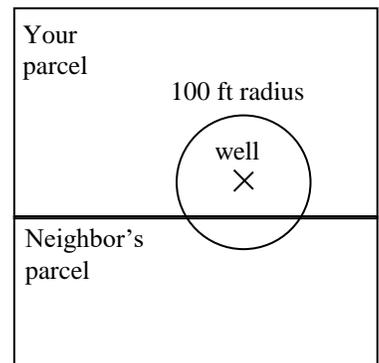
#### **Example A**

The entire 100 ft radius circle is on your property. You need only file a **Declaration of Covenant**. (See example documents in packet)



#### **Example B:**

You must file a **Declaration of Covenant** covering your part of the 100 ft radius circle and a **Restrictive Covenant** covering your neighbor's part of the circle. (See example documents in packet)



All applicants must have a Lewis County Well Site Inspection. You must fill out the Permission to Enter, and Well Site Inspection forms. Include a map indicating where the property is located with the well, property lines, roads, septic tanks, drain fields, and any permanent structures clearly designated. If you have a well log include a copy with the Well Site Inspection Application.

*Note: If you are unable to obtain a Restrictive Covenant when required or if there are potential contaminants within the 100' Sanitary Control Area that cannot be removed, we will help you determine if a Justification for a Reduction in Sanitary Control Area will be required. If so, it must be prepared by a Professional Engineer and approved by the Lewis County Health Officer.*

After your inspection, you will receive a completed well site report and a cover letter. The letter will state the conditions that must be met for approval of the well site. When the conditions are met, the well can be drilled. The well must be drilled by a well driller currently licensed by the Washington State Department of Ecology. (Driller license information can be obtained by calling DOE 360-407-6648). For existing wells, conduct any remediation requested in the Well Site Inspection letter and provide documentation, such as photos, receipts, etc.

## **2. Water quality and quantity:**

Submit information required to document water quality and quantity.

- ◇ Copy of the well log
- ◇ A 4- hour pump test If you have a well log submit it for staff review prior to the pump test to evaluate whether the test may be waived. The 4-hour pump test must include static level, drawdown, documentation of 4 hours of consistent pump flows, and recovery data.
- ◇ Nitrate and bacterial testing within the last year
- ◇ Inorganic Contaminant testing depending on the project.<sup>1</sup>

<sup>1</sup> Any bacterial or primary inorganic test results that exceed the Maximum Contaminant Levels (MCLs) will require the project be approved through the Group B Public Water System requirements except in the case of a second connection that is an ADU. Point of Use treatment is allowed in this case but it must be designed by a PE.

Any exceedance of a secondary contaminant MCL must be addressed in the Water Users Agreement.

## **3. Documentation:**

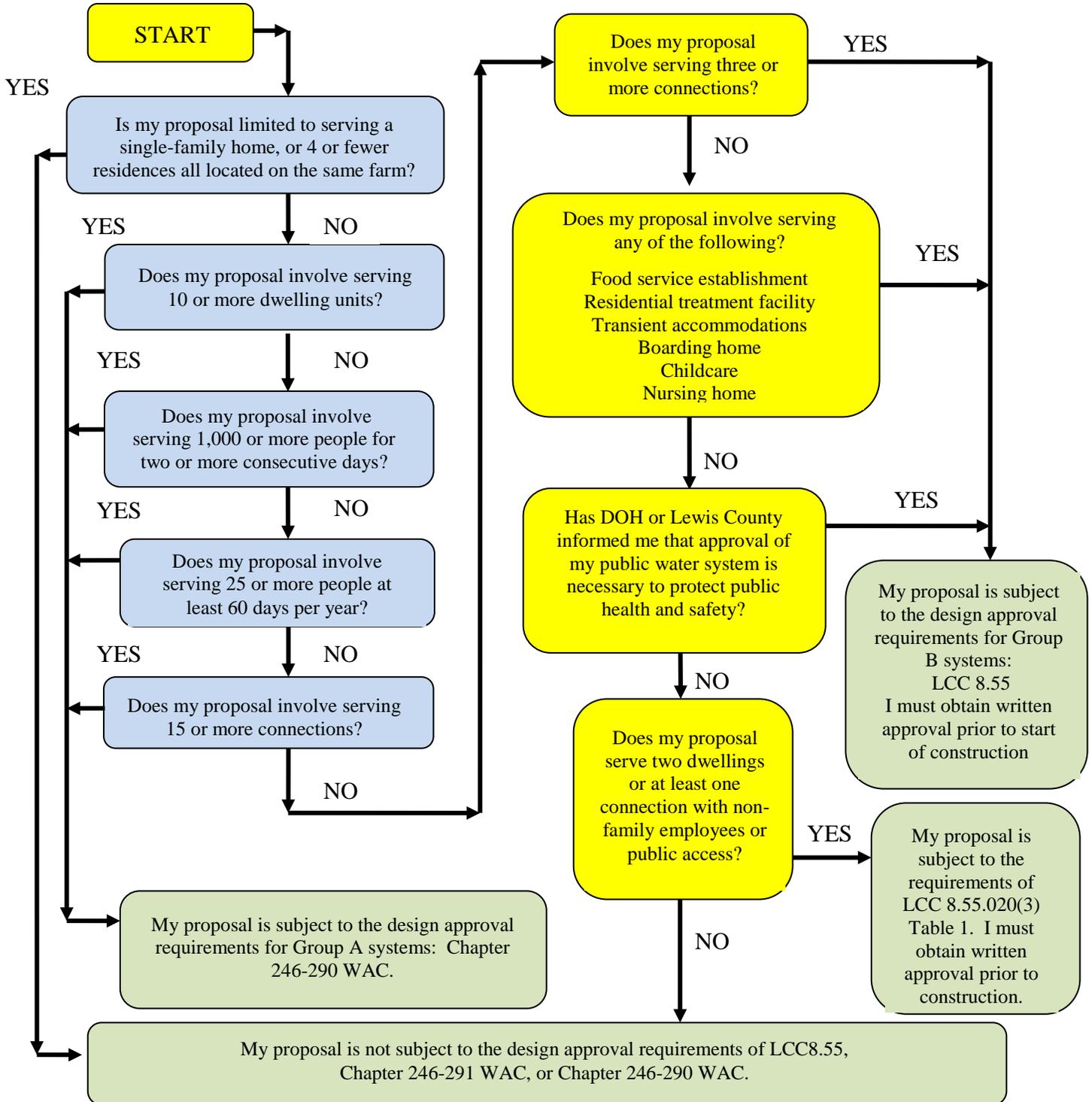
Signed and notarized covenant(s) and a Water Users Agreement (examples in packet) must be filed on the property title(s) with the Auditor's Office.

- ◇ A **Water Users Agreement** filled out and signed by both parties.
- ◇ A **Declaration of Covenant** filled out and signed by the owner of the parcel containing the well.
- ◇ A **Restrictive Covenant** (if necessary) filled out and signed by the owner(s) of any adjacent properties within the 100' Sanitary Control Area.

**Submit all documents to Lewis County Environmental Health. Upon receipt of all required submittals, the proposal will be reviewed and an approval letter will be sent to the applicant.**

## Determination of Requirements Flow Chart

Based on public water system definitions and classifications the following flow chart will help you decide whether your proposed Group B public water system is subject to the Group B design approval process. Please note that the department is responsible for properly classifying public water systems. Your use of this flow chart does not replace the department's decisions and responsibility.



## Wells that serve two connections or a “small business”

Type of Shared Well	Well site	Volume Test	Bacterial Test	IOC	SCA Covenants	Water User Agreement
Two structures on same property with water connections at least one a business; no nonfamily employees and no public access	No	Must have a well log or 1 hour pump test showing flows of at least 4 gpm, make up storage allowed.	Yes Within last year	Nitrate only and arsenic in certain areas.	No	No
A facility with employees and/or public access with two or less connections and less than 25 people per day. (Most small businesses)	Yes	Not required if well log shows 20 gpm. Otherwise must do 4 hr pump test and have flows of at least 4 gpm, make up storage allowed	Yes Within last year	Full IOC If primary MCL exceedence than must go through Group B approval. No trmnt req. for Secondary Contaminants.	Yes .	No
<b>Two Party Well</b> Two dwelling units separate properties.	Yes	Not required if well log shows 20 gpm. Otherwise must do 4 hr pump test and have flows of at least 4 gpm, make up storage allowed	Yes Within last year	Full IOC If primary MCL exceedence than must go through Group B approval. No trmnt req. for Secondary Contaminants.	Yes	Yes All MCL exceedences or treatment must be included.
<b>Shared Well</b> Two dwelling units on same property	Yes	Not required if well log shows 20 gpm. Otherwise must do 4 hr pump test and have flows of at least 4 gpm, make up storage allowed	Yes Within last year	Nitrate only and arsenic in certain areas. If primary MCL exceedence than must go through Group B approval. Point of use treatment is allowed	No Unless SCA is not contained within lot lines then Restrictive Covenant required	No Notice on Property title for MCL exceedence & treatment
<b>Two connection</b> Two dwelling units one of which is an <b>ADU or Temp ADU that is not incorporated into the main structure of the home.</b>	Yes	Not required if well well log shows 20 gpm. Otherwise must do 4 hr pump test and have flows of at least 4 gpm, make up storage allowed	Yes Within last year	Nitrate only and arsenic in certain areas. Point of use treatment is allowed for primary mcl exceedence.	No Unless SCA is not contained within lot lines then restrictive covenant required.	No Notice on Property title for MCL exceedence & treatment

## Coliform Bacteria Testing

All new groundwater sources must be disinfected, flushed, and subsequently tested for coliform bacteria. You must include at least one source coliform bacteria test taken in the last year in the project. Please note:

1. If coliform is present in the initial well sample, at least two follow-up coliform samples must be collected after re-disinfecting and re-flushing the well and an appropriate waiting period.
2. If coliform is present in either or both follow-up samples you must hire a professional engineer who may submit a proposal to consider Primary MCL treatment to the department for review. If the proposal is approved the water supply must go through a Group B Public Water Supply approval process.\*  
\*Two connection water supplies that serve a residence and an ADU, not connected to the main structure of the home, may install engineered and approved POU treatment.

The engineering proposal must demonstrate to the satisfaction of the department that the source and system meet the following criteria:

- The source is not surface water, groundwater under the influence of surface water, or groundwater in hydraulic continuity with surface water.
- The system is financially and procedurally viable to support ongoing treatment and operations
- A management system is in place that will guarantee the treatment system is monitored and operated to assure consistent, reliable, and effective treatment
- The system will maintain compliance consistent with LCC 8.55

Design standards and project expectations in reference to disinfection treatment are discussed in the Lewis County Group B Water System Design Guideline and Lewis County Code 8.55.

**LCC8.55.140 Table 3**  
**INORGANIC CHEMICAL CHARACTERISTICS**

<u>Substance</u>	<u>Primary MCLs (mg/L)</u>
Antimony	0.006
Arsenic	0.010
Barium	2.0
Beryllium	0.004
Cadmium	0.005
Chromium	0.1
Cyanide	0.2
Fluoride	4.0
Mercury	0.002
Nickel	0.1
Nitrate (as N)	10.0
Nitrite (as N)	1.0
Selenium (Se)	0.05
Sodium (Na)	*
Thallium	0.002

<u>Substance</u>	<u>Secondary MCLs (mg/L)</u>
Chloride (Cl)	250.0
Fluoride (F)	2.0
Iron (Fe)	0.3
Manganese (Mn)	0.05
Silver (Ag)	0.1
Sulfate (SO <sub>4</sub> )	250.0
Zinc (Zn)	5.0

\*Note: Although the state board of health has not established an MCL for sodium, there is enough public health significance connected with sodium levels to require inclusion in inorganic chemical and physical monitoring.

**LCC8.55.140 Table 4**  
**PHYSICAL CHARACTERISTICS**

<u>Substance</u>	<u>Secondary MCLs</u>
Color	15 Color Units
Specific Conductivity	700 umhos/cm
Total Dissolved Solids (TDS)	500 mg/L

If the sample results exceed a primary mcl the water supply must go through a Group B Public Water Supply Approval. This will require hiring a Professional Engineer and submitting a preliminary project for approval to treat for a primary mcl. If the proposal is approved the system must be designed and approved to the Group B standards found in LCC8.55.\*

Two connection water supplies (Two dwelling units one of which is and ADU or Temporary ADU not incorporated into the main structure of the home) may propose an engineered and approved Point of Use Treatment.

**PRIVATE STATE CERTIFIED LABORATORIES FOR  
CHEMICAL AND/OR BACTERIAL TESTING**

**Updated January 2019**

**ALS Environmental Lab**  
Bacteriological & Chemical  
1317 South 13<sup>th</sup> Ave.  
Kelso, WA 98626  
(360) 577-7222

**BSK Associates – Vancouver**  
Bacteriological & Chemical  
2517 East Evergreen Blvd  
Vancouver, WA 98661  
(360) 750-0055

**Centric Laboratories, a SPECTRA Lab Co.**  
Bacteriological & limited chemical  
1786 SE Mile Hill Drive  
Port Orchard, WA 98366  
(360) 443-7845

**Clallam County Env. Lab**  
Bacteriological & Nitrate  
223 East Fourth Street  
Port Angeles, WA 98362-3015  
(360) 417-2334

**Bellingham Water Filtration Plant Lab**  
Bacteriological  
3201 Arbor Court  
Bellingham, WA 98229  
(360) 778-7872

**Edge Analytical Inc. – Bellingham**  
Bacteriological  
805 W. Orchard Dr.  
Bellingham, WA 98228  
(800) 755-9295

**Dragon Analytical Laboratory, Inc**  
Bacteriological & Nitrate  
627 Durell Road SE  
Tumwater, WA 98501  
(360) 866-0543

**Lewis County Environmental Health**  
(Bacteriological and nitrates only)  
360 NW North Street (3<sup>rd</sup> Floor)  
Chehalis, WA 98532  
(360) 740-1237

**Grays Harbor County Water Testing Lab**  
Bacteriological & Nitrate  
310 West Spruce Street  
Montesano, WA 98563  
(360) 249-4413

**Pacific County DCD WQ Laboratory**  
Bacteriological  
1216 W. Robert Bush Dr.  
South Bend, WA 98586  
(360) 875-9356

**Pixix Labs LLC**  
Bacteriological & Nitrate  
12423 NE Whitaker Way  
Portland, OR 97230  
(503) 254-1794

**Thurston County Health Department  
Laboratory**  
Bacteriological & Nitrate  
2000 Lakeridge Dr SW  
Olympia, WA 98502  
(360) 867-2631

**Water Management Labs, Inc.**  
Bacteriological & Nitrate  
1515 80<sup>th</sup> Street E.  
Tacoma, WA 98404  
(253) 531-3121

**LabTest**  
Bacteriological & Nitrate  
201 East D Street  
Yakima, WA 98908  
(509) 469-8378

**Cascade Analytical Inc. - Yakima**  
Bacteriological & Nitrate  
1008 W. Ahtanum Rd  
Union Gap, WA 98903  
(509) 452-7707

# **INSTRUCTIONS FOR COVENANTS USED TO PROTECT WATER SUPPLIES**

## **INTRODUCTION**

Lewis County Code LCC8.55 includes requirements to protect public drinking water sources. The regulations require that wells be surrounded by an area of sanitary control. The Sanitary Control Area is the area in which activities that could contaminate the drinking water source are not allowed. Lewis County requires similar protection for two-party water supplies and properties being subdivided.

According to state regulations and Lewis County Policy, a purveyor (the person owning or operating a water system) must provide an area of sanitary control for a radius of 100 feet for wells and 200 feet for shallow wells. For small water systems, these distances may be modified by the Health Officer based on an acceptable evaluation of geological conditions and other factors.

Covenants are the legal tools used by purveyors to assure that no source of contamination will be constructed, stored, disposed of, or applied within the Sanitary Control Area. The purpose of this handout is to:

- Explain what covenants are.
- Explain the types of covenants used to protect water sources.
- Help purveyors complete the legal forms to record covenants.

## **WHAT IS A COVENANT?**

A covenant is a written promise, agreement, or restriction. When applied to water systems, a covenant is a recorded agreement stating that certain activities and/or practices will not be allowed to occur near a particular water source. As explained previously, limiting these activities is intended to prevent the water source from being contaminated.

It is the responsibility of the purveyor to:

- Declare or obtain the necessary covenant(s).
- Record the covenant(s) in the Lewis County Auditor's Office.

Purveyors cannot rely upon the authority of state or local agencies to exclude potential sources of contamination from the Sanitary Control Area.

## **TYPES OF COVENANTS USED TO PROTECT WATER SOURCES**

Two types of covenants are used to protect water sources. A **DECLARATION OF COVENANT** is used when the well and the entire 100' Sanitary Control Area are located on the same parcel, owned by the purveyor. A **RESTRICTIVE COVENANT** is used when all or part of the Sanitary Control Area is located on another property, even if the second parcel is also owned by the purveyor. In many cases, both types of covenants may be necessary to protect the water source.

## **INSTRUCTIONS**

The instructions provided below should be used in conjunction with the attached sample covenants. The "sections" refer to the various portions of the covenants that need to be completed. The sections are noted on the attached example covenants.

## **DECLARATION OF COVENANT**

If you, the Purveyor, own all or part of the area to be protected, you should fill out a Declaration of Covenant. The completed form should be submitted to Lewis County Environmental Health to review, and then filed with the Lewis County Auditor's Office upon approval.

See Attachment #1 for an example of a completed Declaration of Covenant. Sections A and B shown on Attachment #1 are explained below.

**SECTION A**—In Section A, fill in the tax parcel number and legal description of the property on which the water source is located. This should include the full legal description, which can be found on the property title or obtained from the Auditor's Office.

Long or complex legal descriptions can be provided as an attachment filed with the covenant (see Attachment A). However, any attachments should be referenced in Section A of the Declaration of Covenant (example shown on Attachment #1)

**SECTION B**—This section refers to the precise location of the drinking water source on the property described in Section A.

## **RESTRICTIVE COVENANTS**

When portions of the Sanitary Control Area extend past the Purveyor's property line, he/she must obtain a Restrictive Covenant from that land owner. This applies whether the Purveyor owns the neighboring parcel(s) or not. For example, if a Purveyor owns 2 adjacent pieces of property, with a well near the dividing line, he/she would complete both a Declaration of Covenant and a Restrictive Covenant. The purveyor must record the covenants with the Lewis County Auditor's Office. This ensures that the Sanitary Control Area will be protected if/when the adjacent property is sold.

See Attachment #2 for an example. Sections C and D shown in Attachment #2 are explained below.

**SECTION C**—This section refers to the property that is granting the Restrictive Covenant, i.e. the property neighboring or adjacent to the parcel where the water source is located. The tax parcel number and full legal description of the neighboring parcel should be written here.

**SECTION D**—This section references the property where the water source is actually located. The tax parcel number, full legal description of the property, and the water source's exact location on the property should be written here.

**We recommend that a map be filed at the Auditor's Office with the covenant(s) showing the location of the source relative to property lines. See Attachment A for an example. Because this is a legally binding document, we also recommend that an attorney review the completed form prior to submittal to assure adequate protection for all concerned parties.**

If you have any questions regarding these forms, please call one of the following:

Sue Kennedy, Lewis County Water Program  
(360) 740-2691

This document was modified from Washington State Department of Health Publication #331-048 for use in Lewis County. The attachments are also from that publication and have not been changed.

DECLARATION OF COVENANT

I (we) the undersigned, owner(s) in fee simple of the land described here in, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest to) the following described real estate situated in Thurston County, State of Washington; to wit:

SECTION A

Lot 2 of Short Plat #1234 as recorded in Volume 15 of Short Plats, pages 12-14. Auditor's File No. 1234567. Records of Thurston County, Washington as shown on and described on Attachment "A".

on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, at:

SECTION B

50 feet south and 100 feet east of the Northwest corner of Lot 2 of Short Plat 1234, as described and shown on Attachment "A".

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfield, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Grantor(s)

State of Washington )
County of \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attachment 2 (Example)

RESTRICTIVE COVENANT

The grantor(s) herein is (are) the owner(s) of (an interest in) the following described real estate situated in \_\_\_\_\_ County, State of Washington.

SECTION C

Lot 1 of Short Plat #1234 as recorded in Volume 15 of Short Plats, pages 12-14. Auditor's File No. 1234567. Records of Thurston County, Washington as shown on and described on Attachment "A".

The grantee(s) herein, own(s) and operate(s) a well and waterworks supplying water for public use, located upon the following described real estate situated in \_\_\_\_\_ County State of Washington:

SECTION D

50 feet south and 100 feet east of the Northwest corner of Lot 2 of Short Plat 1234, as described and shown on Attachment "A".

which well and waterworks are in close proximity to the land of the grantor(s), and said grantee(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent practices hereinafter enumerated in the use of the said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantee(s), its successors and assigns, said covenants to run with the land for the benefit of the land of the grantee(s), that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
\_\_\_\_\_(Seal)
\_\_\_\_\_(Seal)
Grantor(s)

State of Washington )
County of \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual described in \_\_\_\_\_ and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

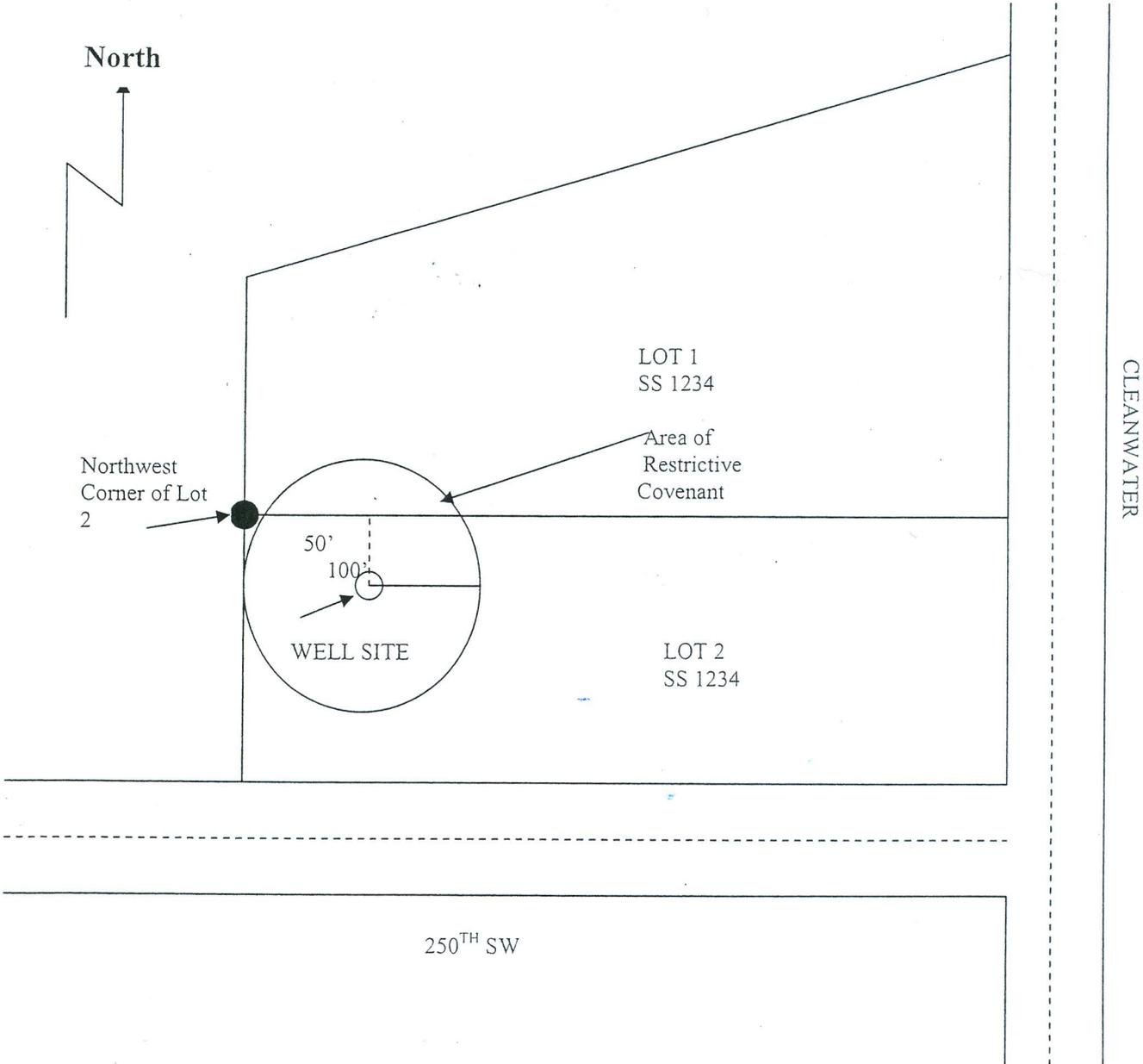
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attachment A (Map Example)

JOHN DOE'S WATER SYSTEM  
WELL LOCATION MAP

Legal Description

Lots I and 2 of Short Plat number 1234  
as recorded in Volume 15 of Short Plat  
at pages 12 through 14, Auditors File  
No. 1234567, Records of ANY County,  
Washington.



RETURN ADDRESS

**DECLARATION OF COVENANT**  
Two Connection Well or Small Business

I (we) the undersigned, owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Lewis County, State of Washington; to wit: (Insert tax parcel number and full legal description.)

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

On which the grantor(s) owns and operates a well supplying water for domestic use located on said real estate, at: (Please describe the exact location of the well, referring to the example provided, if necessary.)

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

And grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to health.

It is the purpose of these grants and covenants to prevent certain practice hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that the grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (one hundred) feet of the well herein described, so long as the same is operated to furnish water for domestic use, any potential source of contamination, such as septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

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

Print Name: \_\_\_\_\_

State of Washington )  
 )ss  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXAMPLE WATER USERS AGREEMENT

Water System Name: \_\_\_\_\_

Serves TP# \_\_\_\_\_ and TP# \_\_\_\_\_

### **Ownership of the Well and Waterworks**

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

### **Cost of Water System Construction**

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, design of the water system for approval by the Health Officer, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

### **Cost of Maintenance of Water System**

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling as required by the State of Washington and Lewis County shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

### **Easement of Well Site and Pump House**

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

### **Water Line Easements**

\_\_\_\_\_ (owner name/parcel # containing the well) grants  
\_\_\_\_\_ (owner name/parcel # adjacent to well) an easement for the  
use and purpose of conveying water from the well to the property of \_\_\_\_\_  
(owner name/parcel # adjacent to well). Said easement shall be five (5) feet in width and shall extend on,  
over, across, and underneath said strip of land from designated well site to shared property line. No permanent  
type of building shall be constructed upon the water line easement except as needed for the operation of the  
well and water system.

### **Maintenance and Repair of Pipelines**

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines. Treatment for secondary contaminants is the responsibility of individual home owners.

### **Prohibited Practices**

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use, any potential source of contamination, such as septic tanks and drainfields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Lewis County Department of Public Health and/or other appropriate governmental agency.

### **Water System Purveyor**

\_\_\_\_\_ is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Lewis County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are require by WAC 246-291 and Lewis County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

### **Provisions for Continuation of Water Service**

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Lewis County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

### **Restriction on Furnishing Water to Additional Parties**

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both properties and written approval from the Lewis County Department of Public Health.

### **Restriction on Water Use**

State water right laws prohibit this system from using more than 5000 gallons of water on any day. Also, the total amount of property that can be irrigated by the system cannot exceed ½ acre. In order to remain in compliance, each parcel, \_\_\_\_\_ and \_\_\_\_\_ is prohibited from using more than 2500 gallons of water on any given day. Further, the total amount of yard, garden and other irrigation used by each property cannot exceed ¼ acre or 10,890 square feet.

### **Heirs, Successors, and Assigns**

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

**Enforcement of Agreement on Non-conforming Parties and Properties**

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid, within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming to the provisions of this agreement shall be subject to interest charges of \_\_\_\_% per annum together with all collection fees.

Signed: \_\_\_\_\_  
Owner(s) of Property with the Well

Print Name: \_\_\_\_\_

State of Washington )  
 )ss  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed: \_\_\_\_\_  
Owner(s) of Second Property Served by the Shared Well

Print Name: \_\_\_\_\_

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Lewis County Public Health & Social Services Environmental Services Division

2025 NE Kresky Ave, Chehalis, WA 98532 • Phone: (360) 740-1146 • Fax: (360) 740-1245

## Well Site Inspection Form A well site approval is effective for 2 years

Permit Number: _____
Master Site review: _____
Date Received: _____
Permit Tech: _____

### This section to be completed by applicant:

Water system/Applicant: \_\_\_\_\_

Location/Site Address: \_\_\_\_\_

Short Plat/Long Plat #: \_\_\_\_\_

Tax Parcel #: \_\_\_\_\_ ¼ ¼ Sec. Twnshp Range E/W

Owner Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Representative: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Land use adjacent to the well site: \_\_\_\_\_

### Acknowledgment and Permission to Enter

I understand that any permits issued by Lewis County, consistent with the attached site plan, are valid ONLY if construction is in according to this plan and all other conditions of the permit are followed.

Further I understand that County regulations require permission to County personnel to enter private property to conduct inspections. By my signature below, permission is granted for representatives of Environmental Services to enter and remain on and about the property for the sole purposed of performing required inspections relating to this permit.

By my signature below, I certify that I am either the current legal owner of this property or their authorized representative. With this document, I take full responsibility for the lawful actions that this document allows.

Prior notification of the date of inspections will take place is: Not required Required  
( ) (Must provide phone number where applicant/representative can be reached)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check One: Owner Authorized Agent

*This section will be completed by Lewis County Environmental Health Staff*

Group A Group B Commercial Two Party Shared Two Connection

WS#: \_\_\_\_\_ Planning Review #: \_\_\_\_\_

Date Inspected: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Inspection Findings

1. Map provided was accurate, based on your observations at the well site. Yes No N/A



Existing Wells:

Well log: \_\_\_ Yes \_\_\_ No Start Card #: \_\_\_\_\_ Unique Well ID: \_\_\_\_\_

6. The surface seal is present and satisfactory. Yes No N/A

7. The sanitary seal is satisfactory and properly sealed Yes No N/A

8. There is a satisfactory concrete slab around the casing. Yes No N/A

9. The casing terminates at 6 to 12 inches above the floor.  
(if in flood plain must be above flood level) Yes No N/A

10. Has a proper air vent and the vent is screened. Yes No N/A

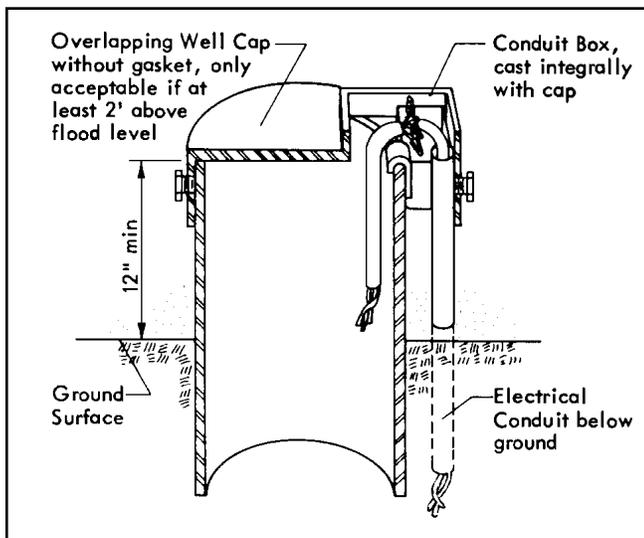
11. Conduits and junction boxes are sealed Yes No N/A

12. If the well is in a pit, it's adequately constructed to prevent flooding. Yes No N/A

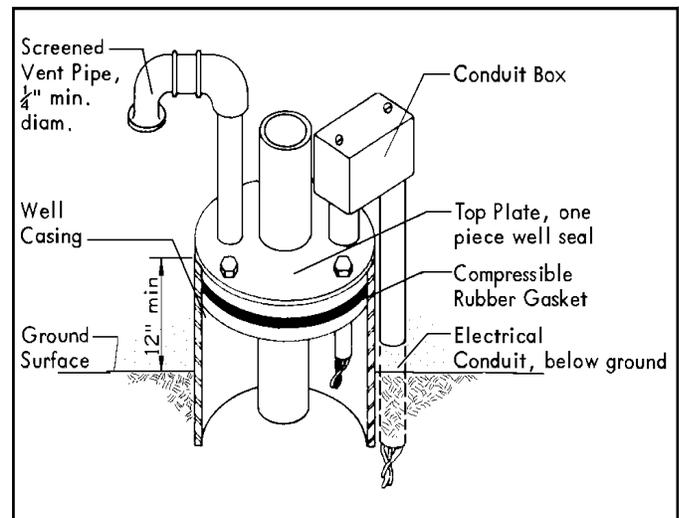
13. General housekeeping is satisfactory. Yes No N/A

14. The wellhead is accessible for maintenance. Yes No N/A

**Well constructed with an overlapping well cap and pitless adapter.**



**Well constructed with a well seal containing a compressible rubber gasket.**



Diagrams obtained from the University of Missouri Extension web site 4/17/08.

General:

15. Well site is legally protected against contamination by covenants. Yes No N/A

16. A source meter is installed. Yes No N/A

**In your opinion, overall, is the well and/or well site:**

\_\_\_\_\_ **Satisfactory**

\_\_\_\_\_ **Satisfactory, with correctable deficiencies (see comments)**

\_\_\_\_\_ **Not satisfactory**

**Sanitarian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comments:**

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

Group A Well: Serves a Group A Water System under the jurisdiction of the Washington State Department of Health.

Group B Well: Serves a system with three or more connections but less than 15 and populations of less than 25 people per day or one or more connections that serve a usage identified in LCC8.55.020 or LCC8.55.040((81). See LCC8.55 for further requirements.

Commercial: A facility with two or less connections and less than 25 people per day. Most small businesses.

Two Party Well: Serves two dwelling units on separate properties. See LCC8.55.020 Table 1

Shared Well: Serves two dwelling units on the same property. See LCC8.55.020 Table 1

Two Connection: Serves two dwelling units one of which is an ADU or temporary ADU not incorporated into the main structure of the primary residence.

Approval of a well site or preliminary plat does not constitute or imply approval of the proposed water system. Approval of the water system is contingent upon the water system construction and management plan meeting rules and regulations of LCC 8.55 and the State of Washington.