

**DRAIN LAYERS INSURANCE REQUIREMENT WORK SHEET**  
**October, 98**

**DRAIN LAYER:** \_\_\_\_\_

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☐ **GENERAL LIABILITY**

**EXPIRATION DATE:** \_\_\_\_\_

**\$500,000.00 EACH**

**\$500,000.00 AGGREGATE ( COMBINED LIMIT)**

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☐ **AUTOMOBILE LIABILITY**

**EXPIRATION DATE:** \_\_\_\_\_

**\$500,000.00 EACH**

**\$500,000.00 AGGREGATE ( COMBINED LIMIT)**

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☒ **UMBRELLA**

**EXPIRATION DATE:** \_\_\_\_\_

**NONE REQUIRED**

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☐ **WORKER'S COMPENSATION & EMPLOYEE LIABILITY**

**EXPIRATION DATE:** \_\_\_\_\_

**STATUTORY LIMITS:**

**\$100,000.00 EACH**

**\$500,000.00 AGGREGATE**

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☐ **CERTIFICATE HOLDER:**

BELLINGHAM DPW  
26 BLACKSTONE STREET  
BELLINGHAM, MA 02019

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☐ **CERTIFICATES MUST BE ORIGINALS FROM THE INSURANCE COMPANY**

WATER-SEWER DEPARTMENT  
40 BLACKSTONE ST.  
BELLINGHAM MA 02019

DRAIN LAYERS LICENSE APPLICATION FORM

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(This Section to be completed by the Town of Bellingham.)

APPLICATION # \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ LIC. APP. FEE RECD. \$ \_\_\_\_\_ INIT. \_\_\_\_\_

\*\*\*\*\*  
(This section to be completed by the Applicant. Applicants must read the "Instructions" on page three of this application, before completing the application.)

APPLICANT INFORMATION:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_  
\_\_\_\_\_

COMPANY TEL. # (\_\_\_\_) - \_\_\_\_ - \_\_\_\_

EMERGENCY # (\_\_\_\_) - \_\_\_\_ - \_\_\_\_

In accordance with the provisions of the Town of Bellingham Sewer use Regulations, the undersigned respectfully applies for a license to install and construct sewer connections to the public sewer in the Town of Bellingham. I am familiar with and will comply with all applicable provisions of the Town of Bellingham Bylaws, Sewer Use Regulations, and Service Connection Specifications governing the license and any work related thereto. I will supervise and be responsible for all work performed under this license.

Also, the Town of Bellingham or its agent or representative is hereby authorized to investigate and verify the information provide herein, under penalties of perjury. I declare that the information submitted on this application is true and accurate.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**DRAIN LAYERS LICENSE APPLICATION FORM**  
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**I. EXPERIENCE:**

As evidence of experience and qualification for a Drain Layers license, list the year, location, type of work, type of materials used, similar projects constructed, and any other information which you feel qualifies you to receive this license. Please start on the top line with the most recent work performed. (Attach additional sheets if necessary.)

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**II. LICENSES IN EFFECT**

List all other municipalities in which you are presently licensed as a Drain Layer, Septic Installer, or the like. Include the name of the Board, Commission, or Department issuing the license, the type of license, and the date of first issuance. (Attach additional sheets if necessary.)

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**III. EQUIPMENT**

List equipment, including year, model, manufacturer's name, type, and present condition, which the applicant (or applicant's company) owns and will be using to perform the work in Bellingham. (Attach additional sheets if necessary.)

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(This section to be completed by the Town of Bellingham.)

APPLICATION STATUS: \_\_\_\_\_  
ACCEPTED / REJECTED / NEED MORE INFO

REVIEWED BY \_\_\_\_\_

NOTES \_\_\_\_\_

## APPENDIX B

### General Indemnity Agreement

I, \_\_\_\_\_ requesting to be a Licensed Drain Layer shall compensate the Town for all damages of any nature to the property of the Town arising out of my work as a Drain Layer.

I shall indemnify, defend and save harmless the Town (and its elected and appointed officials, employees, and agents) for any and all suits, actions, liabilities, interest, attorney fees, costs and expensed of whatsoever kind or nature, whether arising during or following the effective license time and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by me, or any one acting under my direction, control or on my behalf in connection with or incidental to my work as a Drain Layer or performance thereof.

I agree that this agreement will be in full effect until such time as I request to no longer hold an Drain Layers License or until said license is revoked.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

DRAIN LAYER'S NAME & ADDRESS

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

**DRAIN LAYERS LICENSE APPLICATION FORM**  
page three

**INSTRUCTIONS:**

1. Read these instructions in their entirety prior to starting to complete the application.
2. When completing the Application, you are requested to type or print legibly, except where your signature is required.
3. Incomplete Applications will be rejected.
4. Complete the Application and submit it to the Bellingham Water and Sewer Department (Department) with original insurance certificates indicating the required coverage, the signed indemnification statement and a check for the application fee.
5. Allow thirty (30) days for review of the Application by the Department.
6. Upon completion of review the Department will notify the Applicant of its acceptance, rejection, or the need for further information.
7. Once the Applicant receives notification of acceptance, he must deliver the security to the Department in acceptable form.
8. Once an accepted applicant's security is received the application fee will be deposited by the Department and the applicant will be issued a Drain Layers License.
9. The license will expire on the earliest date on which any required insurance policy will end as indicated on the certificates of insurance.
10. All matters related to Drain Layers license are set down in the Bellingham Sewer Use Regulations. All Applicants must make themselves aware of all provisions of these Regulations and comply with them at all times.
11. The construction methods, accepted materials and other details regarding sewer installation of sewers which connect to public sewers in the Town of Bellingham, are described in the Bellingham Service Connection Specifications. All Applicants must make themselves aware of all provisions of these Specifications and comply with them at all times.

Appendix A

5/31/94

Insurance Specification and Limits

Workers' Compensation and Employer's Liability Insurance

The Drain Layer agrees to comply with the workers' compensation laws of the Commonwealth of Massachusetts and to maintain a Workers' Compensation and Employer's Liability policy.

Workers' Compensation Limits shall be:

Workers' Compensation  
Employer's Liability

Statutory MA Benefits  
\$500,000 each accident  
\$500,000 policy limit

Commercial General Liability Insurance and/or  
Comprehensive General Liability Insurance

The Drain Layer shall provide either:

- a. Commercial General Liability Insurance that includes "products / completed operations insurance". "Blasting" operations coverage will also be provided if, the exposure exists or arises during the work.

or

- b. Comprehensive General Liability Insurance endorsed to provide coverage for "broad form property damage", "broad from contractual liability", explosion, collapse or structural injury to property of others including underground utility facilities, "contractor's protective liability" and "products completed operations insurance".

The General Liability limits shall be:

Bodily Injury and Property Damage (Combined Limit) of \$500,000 each occurrence and aggregate.

Business Automobile Policy:

The Drain Layer shall provide a Business Automobile Policy providing liability insurance which shall include coverage for all owned, non-owned, leased, and hired vehicles.

The Business Automobile Liability Limits shall be:

Bodily Injury and Property Damage (Combined Limit) of \$500,000 each occurrence and aggregate.

APPENDIX A  
PAGE TWO

Any responsibility for payment of any sums resulting from and policy deductible provisions, and/or policy premium audit provision shall remain with the Drain Layer.

It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest of liability of the Drain Layer.

Approval of any insurance by the Town shall not in any way relieve or decrease the Liability of the drain layer under these insurance requirements.

## H) LICENSING AND RESPONSIBILITY OF DRAIN LAYERS

- 1) A person who wishes to obtain a Drain Layers License must complete an application form, complete the insurance requirements, and pay the license application fee. The application form appears in Appendix D.
- 2) Drain Layers Licenses will expire on the date set down of the approved applications and this expiration (renewal) date will be determined in accordance with the expiration date of the required insurance as indicated on the certificates of insurance submitted as part of the application and renewal process.
- 3) A Drain Layer who wishes to maintain a Drain Layers License must submit updated certificates of insurance and pay an annual renewal fee. If a license is not renewed within 365 days of the expiration date, it cannot be renewed. A new application must be completed and applied for before the license is reissued.
- 4) The application form will require that the person applying for a Drain Layer License submit information which the Superintendent and board can use to review the drain layers ability to construct sewer connections. If an application is not filled out completely, is not legible, or is denied for any reason, it will be returned to the applicant with his application fee.
- 5) Insurance Requirements:
  - a. The person submitting an application for a Drain Layers license shall procure and maintain at their sole expense and until revocation or non-renewal of the license, insurance and hereinafter enumerated in policies written by insurance companies admitted in the Commonwealth of Massachusetts, and acceptable to the Town.
  - b. All insurance policies shall be subject to the Town's final approval as to policy form.
  - c. The Drain Layer shall not receive a license until the insurance as required by these regulations has been obtained, until copies of policies and/or original insurance certificates have been submitted to the Town, and until the General Indemnity Summary attached in Appendix B is signed and dated by the Drain Layer.
  - d. The Town shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage. Copies of policies, certificates and required written notice shall be sent to the Department. To insure such notice the Town shall be named as co-insured on all policies.
  - e. Policies for Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance or Comprehensive General Liability Insurance, and a Business Automobile Policy are require of all Drain Layers to be issued and maintain their licenses. Minimum Limits and Specifications for these policies are attached in Appendix A.
- 6) The Board will have the sole power and authority to grant and revoke drain layers licenses.
- 7) Drain Layers licenses are non-transferable. Drain Layers may not subcontract with a unlicensed subcontractor to complete any work for which a permit has been issued.
- 8) A Drain Layer shall not have in his employ any individual who has had a Drain Layer's License revoked by the Board. Should such an individual be found installing sewer connections in Town while working under another Drain Layers license, the Drain Layer will be notified of this regulation once. Upon a second offense the Drain Layer will have his license immediately suspended by the Superintendent, pending review or possible revocation by the Board.



- 9) The Drain Layer must insure that all excavations for sewer installations be adequately guarded with barricades and lights so as to protect the public from hazard. The licensed drain layer, and the person who hired him, take full responsibility for his work and all hazards arising from work on public and private property.
- 10) A Drain Layer must file all applications for sewer connection permits and must sign the permit confirming his understanding of these regulations and the requirements of the permit.
- 11) The Drain Layer must give the Board a security in the amount of \$500.00. Said security may be in the form of a jointly held bank book, requiring two signatures and also a signed withdrawal slip. The security will be used to cover any cost the Board may encounter regarding the completion of any sewer connection. Said security will be held by the Board as long as the Drain Layer wished to maintain his license. The security will be released to the Drain Layer upon written request and surrender of his Drain Layer's license. Under no circumstances shall funds from this security be used to cover any costs incurred by a property owner due to faulty workmanship of the Drain Layer.
- 12) Changes to these regulations must be immediately complied with by all Drain Layers wishing to maintain a valid license with the Town. No permit applications will be accepted from a Drain Layer who has not met the new requirements. Drain Layers who do not wish to maintain their license due to the new requirements, may submit a written notice surrendering their license and may request a prorated portion of their annual renewal fee be returned to them.

#### I) INSPECTION OF SEWER INSTALLATION

- 1) The Drain Layer shall notify the Superintendent, twenty-four (24) hours before starting work and again one (1) hour before a building sewer is ready for inspection. All connections and testing shall be made under the supervision of the Superintendent or his representative, and no backfilling is allowed until all appropriate inspections are made. Excavations that must be left open due to improper notification of the need for inspection shall be the sole responsibility of the Drain Layer.
- 2) Sewer inspections will be performed between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, excluding any holiday recognized by the latest union contract between the Town and the employees of the Department.
- 3) Sewer inspection may be performed on Saturdays or Holidays only upon special permission from the Superintendent and payment of an additional fee equal to the overtime cost to the Town to have an employee available for said inspection.

### ARTICLE 6 - USER CHARGES & CONNECTION FEE SYSTEM

#### A) FEDERAL GUIDELINES

- 1) Section 204 (b) of the Water Pollution Control Act Amendments of 1972 authorizes the Environmental Protection Agency (EPA) to enforce guidelines specifically relating to the implementation of a user charge system for wastewater services. Grantees seeking Federal assistance funds for the construction of wastewater treatment works, which shall consist of all facilities used for the collection, transmission, storage, treatment, and disposal of wastewater, must satisfy the related rules and regulation adopted by EPA and incorporated in Part 35 of Title 40, Code of Federal Regulations (CFR). These rules and regulations provide for a fair and equitable cost allocation system which is designed to offset those operation, maintenance, and replacement costs associated with the treatment works. Because the Board does not wish to jeopardize any possible future funding and because both the District's treatment plant and the city's treatment

plant were constructed with Federal assistance, the Bellingham user fees system must comply with all stipulations of said rules and regulations.

- 2) The Board shall determine the method of assessment of the cost of public sewers to sewer users and persons wishing to connect to public sewers in compliance with Federal regulations.

B) DEFINING SEWER USER

- 1) User charges as described herein shall be collected from all properties within the Town receiving wastewater services from treatment works operated and maintained by the Board, and the city in accordance with the Wastewater Disposal Service Contract dated June 1988, and District in accordance with the Inter-Municipal Agreement dated March 1984.
- 2) The user charge system described herein shall apply to any properties covered by agreements made between the Town any other municipal agency or district owning and operation treatment works that provide wastewater facility across the properties.