

# **Section 2**

## **General Terms, Conditions and Policies for Water Service**

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### **2.1 General Provisions**

#### **2.1.1 Scope**

Section 2 of this Policies and Procedures Manual provides the General Terms, Conditions, and Policies for furnishing and receiving water service. These terms, conditions and policies are a part of all proposals, offers, agreements, and contracts for furnishing and receiving water service relating to the District. A copy of this document shall be available for public inspection during regular District business hours at the District's Water Operations Facility at 3301 Old Hartford Road, Lake Stevens, WA.

### **2.2 Initiating and Terminating Service**

#### **2.2.1 Service Application or Contract**

- (a) Each new Customer desiring water service must make application, furnish proof of identity as required by federal regulation within a reasonable timeframe, and may be required to sign an application form or contract prior to service connection.

Application for water service may be made at the District's Water Operations Facility at 3301 Old Hartford Road, Lake Stevens.

- (b) The District may, in some circumstances, accept application for service from a second party, with the understanding that the first party will sign an application within fifteen (15) days. Such second party shall be responsible for payment of services unless and until an appropriate written and signed service application is made by the first party and accepted by the District for the entire service period.
- (c) All New Customers are to be informed, at the time of application, of connection fees and of any additional charges for services after regular service hours. Any claimed or actual failure to inform shall not, however, relieve the new Customer of any such fees or charges.
- (d) Large industrial or commercial contracts may be written on a special form and shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and the Customer.

### **2.2.2 Agreement**

Acceptance of service by a Customer, with or without a written application, creates a contract obligating the Customer to pay current rates, comply with service requirements and regulations, and is conditioned upon the District's verification of the Customer's identity.

### **2.2.3 Owner/Agent Agreement**

A contract may be entered into by any Owner of rental property for the provision of uninterrupted service to the premises between tenancies. The Owner agrees to pay for all applicable water service rates and charges during this period and until a tenant assumes responsibility for water service under these policies.

### **2.2.4 Initiation of Service**

(a) Service will be initiated when the Customer has met all District requirements and submitted:

- Proper application.
- Valid service and mailing address(es).
- Payments as required on outstanding accounts.
- Payment of all applicable fees.

(b) When new installations, conversions or upgrades of District facilities are required to provide service, requirements will vary as follows:

Newly constructed or upgraded services will require appropriate evidence of state, city or county plumbing inspection, if requested by the District.

The District may, at its option, require the presence of a responsible adult in the building at the time the water is turned on. If required, and arrangements are made to have such adult present at a predetermined time, and if such person is not present, the District, at its option, may charge a fee commensurate with that listed in the District's Schedule of Charges and Fees to arrange a subsequent time to turn on the water. Only assigned District personnel may initiate a water service connection.

### **2.2.5 Disconnection of Service**

(a) Service may be disconnected for good cause, including (but not limited to):

- Violation of service requirements or regulations, rate schedules, contracts or plumbing codes.

- Failure to pay fees or deposits.
- Theft or illegal diversion of water.
- Customer system leaks of which the District becomes aware and which cause or may result in significant water loss and/or property damage.
- No one assumes responsibility for service.
- Failure to pay water charges when due.
- A chargeback of a credit/debit transaction that was received for payment after a disconnection notice was sent.
- A check that was received for payment after a disconnection notice was given is dishonored.

The District may also refuse or disconnect water service used in a manner that is seriously detrimental to the service being rendered to other Customers as further described in Sections 2.3.5 and 2.3.16.

- (b) When disconnection occurs, the Customer shall be advised in writing that service will be restored if the Customer contacts the District and fulfills other requirements of RCW 54.16.285. In the Customer's absence, the notice will be left on the premises.
- (c) Disconnection of service does not release a Customer from any obligation to the District, including ongoing customer charges and capital surcharges.
- (d) Service will not be disconnected without a disconnect notice for non-payment of bills unless.
  - No one has assumed responsibility to pay for the services, or
  - A check received for the payment of services after a disconnect notice has been given is dishonored.
  - A chargeback of a credit/debit transaction that was received for payment after a disconnection notice was sent.
- (f) While an appeal is pending, at the District's discretion, termination of service may be implemented by locking meter isolation valves or physical disconnection as the District may choose.

### **2.2.6 Reconnection**

When service is disconnected for noncompliance with service requirements or regulations, nonpayment or fraudulent use, the service will not be reconnected until the situation is corrected to the District's satisfaction.

Before reconnection, the Customer will be advised of current fees and charges for service restoration (see Appendix B, Table B-10).

Only authorized District personnel may initiate and turn-on service to a water service connection. Appropriate charges, as specified in Appendix B, for turning on or reconnecting service will be assessed as applicable.

### **2.2.7 Termination of Service by a Customer**

Except as may be otherwise provided for by a special contract or agreement with the District, when a change of occupancy or of legal responsibility takes place for water service to any premise being served by the District, the Customer may terminate service by notification in person, by telephone or in writing to the District within a reasonable time prior to such change. The outgoing Customer may be held responsible for all service supplied to the date notification is received by the District. The District reserves the right to read the meter(s) for a final bill within a one-week period from the date of notification to terminate. The final reading may be estimated from previous meter readings and historical consumption, if a final reading is not obtained. Under some circumstances the District may, at its option, require written authorization from the Customer paying for water service before discontinuing such water service.

Water service will not be terminated on a temporary basis unless there is a change in occupancy or legal responsibility. As an example, the District will not allow temporary termination of water service to accommodate extended absences or vacation. Due to the District's ongoing need to maintain the water system infrastructure the customer will at all times, absent change of occupancy or legal responsibility as described above, be responsible for the monthly customer charge and any applicable capital rate surcharges.

Permanent termination of water service at the written request of the legal Owner of the property shall require the physical removal of the water service at the Owner's cost. Such termination is irrevocable, and Owner shall pay all fees associated with a new service installation if they desire water service in the future.

### **2.2.8 Consumer Alerts, Unusual or Suspicious Account Activity**

The District may take appropriate steps as outlined in its Identity Theft Prevention Program in response to consumer alerts, indications of fraudulent activity, and other irregular account activity, up to and including termination of service.

## **2.3 Service and Equipment Requirements**

### **2.3.1 Customer Facilities**

- (a) Plumbing and Equipment: The Customer shall install, own and maintain all plumbing and equipment beyond the delivery point, except meters and special facilities installed or furnished by the District. The Customer's plumbing is to conform to:
- District's service requirements and regulations.
  - Applicable municipal, county or state requirements.
  - Accepted modern standards as set forth in the Uniform Plumbing Code (Current Edition).

### **2.3.2 Requirement of Adjacency to District Main**

In order to be served by the District's water system, the Customer's property must lie adjacent to a District water main. If the Customer desires water service, and if the Customer's property lies remote from a suitable District main, the Customer shall be required to extend the main through or to the point of the farthest property corner paralleling the proposed main extension and pay for all costs associated with the main extension.

The AGM, or their designee, shall have the authority to waive the requirement of adjacency to a District main when the District deems it to be in the best interests of the District to do so.

### **2.3.3 Placement of Service Equipment**

- (a) It is preferable that water services not be over 300 feet from the meter to the point of use in order to maintain adequate pressure. Services over 300 feet in length are permitted; however, the District will not guarantee adequate pressure for these services.
- (b) The Customer's service pipe shall be extended eighteen (18) inches beyond the meter. The water service pipe shall be installed at a location mutually agreeable between the District and Customer. The District will install the meter, meter box, and tailpiece assembly.
- (c) Private service lines shall not cross other parcels, nor shall they be constructed in public rights-of-way or in private rights-of-way solely dedicated to another property without the express approval of the AGM or their designee.

- (d) Evidence of permission to make such crossings shall be provided to the District at the time of application.
- (e) District and all necessary permits, easements or other authorization shall be obtained at Customer expense.

#### **2.3.4 Responsibility for Maintenance**

The District is responsible for maintaining its facilities and equipment to the point of delivery. The Customer owns and maintains equipment beyond the point of delivery (see Subsection 1.8.11). The District's responsibility and liability for maintaining District-owned pressure reducing valves provided for individual homes shall be limited to replacement of the device upon failure.

#### **2.3.5 Safeguard of District Facilities**

The Customer shall provide space for, and exercise reasonable care to protect any of the District's facilities on the Customer's premises. This shall include meters and other facilities installed by and remaining the property of the District. Any person knowingly and maliciously damaging or tampering with District meters and other equipment, reconnecting a previously disconnected meter for the purpose of restoring utility service or tampering with any District equipment with the intent of defrauding or illegally diverting utility service may be prosecuted by the District in accordance with RCW 9A.56. In addition, in the event of unauthorized connection, and loss or damage to the District's property, the District may collect from the Customer or responsible party, the charge for estimated unmetered water, the cost of facility repairs and replacement, administrative costs, attorneys' fees, and other costs authorized or awarded pursuant to RCW 80.28.240. The District shall also bill the Customer for reasonable administrative costs that shall include all time and expense by District personnel to resolve the situation. This charge will be in addition to the charge for estimated unmetered water.

- (a) The District may refuse service or disconnect service to Customers when conditions are hazardous or out of compliance with codes, regulations or requirements. The District is not liable for loss or damage to persons or property resulting from defects or negligence:
  - By the Customer beyond the point of delivery, or
  - In the Customer's installation, facilities, or equipment.
- (b) When an individual's action might endanger District property or interrupt water service, the District may direct a crew or serviceperson to standby. Cost for this service may be charged to the party responsible for the situation.

- (c) Should loss or damage occur to District property, the responsible party may be charged for repair or replacement cost, administrative time and expense, and estimated loss of unmetered water. However, if a District employee is at the site and approves the method and work, the charge to the Customer may be modified or waived.

### **2.3.6 Access to Premises**

- (a) The Customer is to provide District representatives with safe, clear access and entry to Customer premises for service-related work. The District's facilities must remain unobstructed and accessible at all reasonable times so the District may:
  - Install, inspect, maintain or remove equipment or plumbing.
  - Read, connect, disconnect or inspect metering devices.
  - Inspect Customer-owned cross-connection control devices.
  - Inspect all Customer water facilities to ensure there are no cross-connections. At any time a cross-connection is discovered, and it is not immediately remedied by the Customer, the District reserves the right to terminate water service to the Customer until such cross-connection is removed.
- (b) For locked District equipment, the Customer will provide the District with an access key or the combination to the lock.
- (c) The Customer shall provide space and protection for District facilities on the Customer's premises, including meters, and other equipment installed by and belonging to the District.
- (d) Although the Customer is responsible at all times for maintaining Customer-owned equipment, the District may inspect Customer equipment before or after service connection.

However, such inspection, or lack of inspection, shall not be construed as placing upon the District any responsibility for the condition, or maintenance of the Customer's plumbing; nor does it guarantee the absence of cross-connections in the Customer's service.

### **2.3.7 Separate Service for Each Lot, Property, or Residence**

Each lot, property, or residence will be required to have a separate water service, except as provided for in this subsection. Customers shall not extend a service line to an additional residence without the written consent of the District.

- (a) Each multi-family residential structure may be served by either a joint meter or individual meters for each unit, at the option of the property Owner.
- (b) Commercial, industrial, institutional, or governmental Customers with facilities occupying multiple lots or structures under a single ownership, may be served by either joint meters or individual meters for each structure, at the option of the Owner.
- (c) Multi-tenant commercial, industrial, institutional, or governmental properties or structures may be served by either joint meters or individual meters for each tenant, at the option of the Owner.
- (d) A single meter may serve multiple residential lots or properties if the District approved such an arrangement in advance and the Customer has all necessary authorization to operate a public water system.
- (e) One meter may be used to provide water service to separate, accessory, and primarily non-commercial structures on the same property, if they conform to applicable local county and city regulations.

If joint metering is used, the Customer shall be the property Owner. The property Owner shall be responsible for the entire billing unless one tenant agrees in writing to assume the entire bill.

### **2.3.8 Multiple Meters**

When a Customer's service requires application of more than one rate schedule, one meter will be installed for each applied schedule. Each meter will be billed separately unless otherwise specified in a special contract.

The Customer will be responsible for purchasing and installing any additional meters desired for Customer purposes, and for placing such meters on the Customer side of the District meter. Such meters shall be as approved in advance by the District and shall be installed at the Customer's sole expense, and in a manner and location as approved by the District.

The builder of a multiple-unit complex is required to permanently and accurately number meters and corresponding building units.

### **2.3.9 Meter Testing**

The District will, at its own expense, inspect and test its meters as required to ensure a high standard of accuracy. Additional tests at the Customer's request will be made; and if the meter is found to register within two (2) percent of accuracy, the District may charge a test

fee (see Appendix B, Table B-10) for all such tests made at intervals more frequent than once in three (3) years. If the meter is found to register in excess of two (2) percent, fast or slow, the District will pay for the testing and may adjust the Customer's billing for the known or assumed period of error, not to exceed the previous six (6) months.

### **2.3.10 Pressure Reducing Valves**

Pressure reducing valves (PRVs) serve to protect Customers' plumbing and appliances from damage due to high water pressure. A PRV should be installed when the District determines that water pressure at a service location exceeds 80 pounds per square inch (psi). The following conditions shall determine how the installation is performed:

For pressures greater than 80 psi, the Customer may select one of the following options:

- At the time the meter is installed, the District will install a PRV on the District side of the meter, for a one-time set fee (see Appendix B, Table B-1). After the PRV is installed, the District will be responsible for its repair and/or replacement at no additional cost to the Customer, subject to the limitation set forth in Section 2.3.4. However, if the Customer does not request the District to install a PRV at the time of meter installation, and later requests the District to install a PRV, the full cost of installation will be charged to the Customer, rather than the set fee.
- The Customer may install their own PRV, or have a plumber install it, on the Customer side of the meter, at the Customer's expense. In this case, the property Owner will be responsible for maintenance, repair or replacement of the PRV.

### **2.3.11 Booster Facilities**

The District may boost service pressure via a Customer-owned and maintained individual booster pump housed in a suitable location on the Customer's property. This method of service shall only be considered in limited circumstances where: 1) a positive pressure of 30 psi cannot be provided during peak hourly design conditions; 2) a multiple Customer booster facility is not feasible; and, 3) where the Customer is located in close proximity to a storage reservoir that will provide positive pressure to the suction side of the individual booster during peak hourly demand flow and fire flow conditions. If these conditions are met, service shall be conditioned upon agreement to pay a Boosted Minimum Charge (see Appendix B, Table B-6) in addition to other applicable service charges. The property Owner shall provide a suitable location, power supply, and suction/discharge piping in accordance with the District's Standards and Specifications. In addition, the Customer shall sign a Boosted Service Agreement which outlines the terms and conditions of such service.

This section does not apply to design of water systems for new developments.

### **2.3.12 Cross-Connection Prevention**

Cross-connections between the District's water service and any other source of water are prohibited, unless authorized by the District in combination with the use of a backflow-prevention assembly. Service connections and individual Customer plumbing systems shall be constructed and maintained so as to prevent backflow of potentially contaminated water into a potable water system. The control or elimination of cross-connections shall be in accordance with the provisions of WAC 246-290-490, as modified from time to time.

The District reserves the right to inspect all Customer water facilities to ensure that no cross-connections exist, in accordance with District policies on access to premises (see Section 2.3.6). At any time an unauthorized cross-connection is discovered and it is not immediately eliminated, that water service will be terminated until the cross-connection is eliminated.

### **2.3.13 Backflow-Prevention Assemblies**

The District may, at its sole discretion, permit or require a Customer to install a backflow-prevention assembly on the Customer's plumbing system or service connection. Customers required to install backflow-prevention assemblies include, but are not limited to, those who:

- (a) operate commercial or residential fire sprinkler systems connected to their plumbing;
- (b) operate an irrigation system connected to their plumbing;
- (c) maintain cross-connections of their water system with air-conditioning systems, medical equipment, or other devices or processes where chemicals, micro-organisms, or other objectionable substances may be drawn into the water system;
- (d) own or maintain systems that, in the judgment of the AGM or their designee, compromise the health and safety of other users of the District's water system.

The entire cost of installing a backflow-prevention assembly shall be borne by the Customer, and the assembly shall remain in the Customer's ownership and as the Customer's responsibility.

Periodic inspections, testing, and repairs of backflow-prevention assemblies, as required by WAC 246-290-490, shall be arranged by Customers at their own expense, using firms or individuals who are licensed cross-connection control specialists. A signed copy of the inspector's completed report shall be provided to the District to confirm that assemblies are operating in a satisfactory manner.

Inadequate maintenance of a backflow-prevention assembly or failure to perform the required periodic inspection and testing shall be grounds for termination of water service.

### **2.3.14 Relocation and Abandonment of Delivery Points**

- (a) A Customer's delivery point may be relocated at the Customer's request, subject to advance payment of the estimated cost of relocating the District's service pipe, meter and other facilities, which includes a Meter Abandonment Fee to cover the cost of removing the existing meter connection and disconnecting the service at the District's main and a Service Connection Charge for the installation of a new meter and other facilities or equipment necessary to connect to the District's main at the new location. These costs are described in Appendix B, (Tables B-1 and B-10). The Customer shall be responsible for relocation of the service line to the new location. The District will disconnect the old service at the meter and connect the new service.

The District may reduce the costs to be charged to the Customer for relocating any of the District's facilities, as requested by the Customer, to the extent that such relocations may benefit the District. In determining the amount of such reduction, the District will give consideration to the remaining physical life of facilities or equipment replaced, the improvement to the system operations, and any increased revenue that will accrue to the District as a result of such relocations.

- (b) An existing delivery point may be abandoned and removed at the Customer's request. Abandonment typically occurs when a delivery point is relocated, but may also be requested where a Customer wishes to remove redundant service points on the Customer's property. Abandonment of a delivery point at the request of a Customer is subject to advance payment of the estimated cost of removing the meter, the District's service pipe, and other facilities and to disconnect the service at the District's main. The cost of abandonment is described in Appendix B, (Table B-10), as a Meter Abandonment Fee.
- (c) When a Customer requests District relocation or abandonment of delivery points, the District will prepare a project cost estimate for the total cost of all labor, materials, tools, equipment, transportation and permits to complete the work. After the Customer remits payment, the District will schedule and install the work. When the work is complete, the Customer will be billed the increased difference or credited the decreased difference between the project cost estimate and the actual project cost.

### **2.3.15 Resale**

Customers may resell water only with prior, written District authorization. Rates charged may not exceed rates the District charges for similar service; provided that the prohibitions

in this Section shall not apply when resale is pursuant to the terms of a valid wholesale agreement entered with the District.

### **2.3.16 System Disturbances**

Water service shall not be utilized in such a manner as to cause severe disturbances or pressure fluctuations to other Customers of the District. If any Customer uses equipment that is detrimental to the service of other Customers of the District, the District may require the Customer to install, at their own expense, equipment to control such disturbances or fluctuations.

### **2.3.17 Freezing**

It shall be the Customer's responsibility to protect from freezing all piping, fixtures and appurtenances on the Customer's side of the point of delivery. Any damage resulting from freezing shall be considered the responsibility of the Customer.

### **2.3.18 Interruption of Service**

- (a) It is the District's intent to provide adequate and continuous service with minimum interruption. However, the District:
- does not guarantee against occasional curtailment or failure of water service;
  - shall not be liable for resulting injury, loss, or damage; and
  - shall not be considered in breach of contract for temporary interruption of service.
- (b) Repairs or improvements to facilities requiring temporary service interruption occur occasionally. They will be expedited and timed to minimize Customer inconvenience. When possible, a preceding notice will be sent to the Customer.
- (c) If the Customer's water service fails, the Customer shall endeavor to determine if the cause is on the District's side or the Customer's side of the meter.

When the District responds to a Customer call after service hours, and the problem is found to be with Customer equipment, the District will make no repairs. The Customer may be charged a set fee for such response (see Appendix B, Table B-10).

### **2.3.19 Additional Water Supply**

A Customer desiring a District change in the capacity of its service connection and meter to supply increased quantities of water shall notify the District sufficiently in advance so

that the District may, if determined by it to be economically feasible, provide the facilities required to supply increased quantities of water. The Customer shall pay in advance the cost of any such facilities.

#### **2.3.20 District Representation by Employees**

Except as specifically authorized in these policies and regulations, no promise, agreement or representation of any employee or agent of the District, with reference to the furnishing of water service by the District, shall be binding on the District, and in no event shall the same be binding on the District unless the same shall be in writing signed by the AGM or their designee.

No inspector, agent or employee of the District may ask, demand, receive or accept any personal compensation for any service rendered to a Customer in connection with supplying or furnishing water service by the District.

### **2.4 Meter Reading, Billing, Payment and Collections**

#### **2.4.1 Meter Reading**

- (a) Meters will be read monthly and routinely at regular intervals within a five-day variance. The District may alter or reroute its meter reading and billing cycle dates when such alteration or rerouting is in the best interest of the District.
- (b) Opening or closing readings may be prorated or interpolated.
- (c) Special meters may be installed on any account when the nature of the Customer's equipment and operation so indicates for correct rate schedule application and/or Customer service improvement.

#### **2.4.2 Multiple Delivery Points**

The rates of the District are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same Customer at other points will be separately metered and billed. Unless otherwise specified in a contract, the District will not totalize metering of separate points of supply or services.

#### **2.4.3 Billing**

Bills and/or notifications will be sent to the mailing address and/or email address furnished by the Customer. Failure to receive a bill will not release the Customer from the obligation to pay for services provided in a timely manner.

Bills will be issued monthly and generally will be based on exact meter readings. Bills may be estimated when:

- Meter is not accessible to meter reader;
- Meter is under snow or water;
- Meter malfunctions; and/or
- Other circumstances beyond the District’s control interfere with meter reading.

In the event that bills are estimated, an adjustment will be made at the time of the next regular billing that is based on an actual meter reading.

The District will send bills, notices and related information by first class mail and/or will send email or email notification to Customers who have made their e-mail addresses available to the District in connection with the use of the District’s electronic bill pay and presentment services. If Customers do not provide proper mailing addresses and/or email addresses or a means of receiving mail, their service will be subject to disconnection.

#### **2.4.4 Payments**

The Customer's obligation to pay a bill accrues on the date the bill is issued. Payment is due by the due date on the bill. Payments will be considered made when received at the District office. Payments are to be accompanied by a billing remittance slip or account number.

#### **2.4.5 Payment Plans**

Customers may have an opportunity to keep water service accounts current through optional payment programs pending review of the Customer’s payment history. Residential Customers shall have the option of a budget billing payment plan.

#### **2.4.6 Adjustments**

Pursuant to Resolution No. 4860 adopted by the Board on July 13, 1999, updated by Resolution No. 5647 adopted on October 22, 2013, and updated by Resolution No. 6104 adopted on August 22, 2023 certain District staff listed below have authority to grant adjustments if they determine that the cost of continuing to deny the Customer’s request substantially exceeds the amount in dispute and results in reduced Customer satisfaction.

#### ***Authority Levels:***

AGM	Up to \$500 each occurrence
Senior Manager, Customer Accounting	Up to \$250 each occurrence

Senior Manager, Customer Experience	Up to \$250 each occurrence
Manager, Water Utility Business Services	Up to \$100 each occurrence

- (a) In the case of incorrect application of rates, stuck meters, or clerical errors, retroactive billings will be made for the previous three (3) years or the Customers move in date, whichever period is less.. In the case of billing to the wrong Customer due to meter misidentification, adjustments will be made three (3) years back or the Customer’s move in date whichever period is less.

Municipal Tax (debit or credit) will be adjusted back when incorrect tax codes are identified, for a maximum of six (6) months for the current Customer.

A final balance (debit or credit) of less than five dollars (\$5) may be written off by the District.

When it has been determined that a Customer has received unmetered service or when the Customer has caused the service furnished to be improperly or inaccurately metered, the District may render bills for such service based upon its reasonable estimate of the service actually furnished for the full period during which the service was unmetered or improperly metered. However, in those cases where the premises have been remodeled resulting in a situation whereby more than one Customer is served by one meter, no adjustments will be made and the Owner of the premises shall be required to assume responsibility for the billing effective the last regular reading date unless another person agrees in writing to assume full responsibility for the billing.

- (b) Leak Adjustments are available for single-family residential Customers only. A single-family Customer may be eligible for a water bill adjustment in the event of a loss of water through abnormal conditions when the cause is deemed by the District to have been undetectable and not resulting from a lack of normal maintenance by the Customer. No adjustments of water charges shall be made for losses resulting from Customer negligence, improper operation of plumbing by the Customer, and/or failure of the Customer’s plumbing system. The section of service line qualifying for a potential leak adjustment is between the point of delivery at the meter box and the house or facility. Taps off the service line, and any leaks resulting from such taps (e.g., but not limited to, irrigation, swimming pools, outdoor hose bibs), are not eligible. The date that qualifies as “official notification” of a leak varies depending upon the circumstances.
- (1) If a District employee identifies a potential leak, written notification will be mailed to the Customer. A door hanger may also be left in a prominent place at the residence. The date of the letter will serve as the “official notification” date.

- (2) If the Customer contacts the District regarding the possibility of a leak, a visit to the site address will be initiated. Upon verification of a qualifying leak, a letter will be mailed to the Customer. The date of the letter will serve as the “official notification” date.

Once a leak has been identified, the Customer will be provided with a ten (10) day period to conduct the repairs.

The District will adjust by fifty percent (50%) the charge for the excess amount of water used during the eligible time frame for a qualifying leak that has been repaired. The eligible time frame for account adjustments will consist of: (a) the ten (10) day period allotted for repairs, regardless of how long the repair actually takes; (b) the period from the “official notification” date back to the beginning of the current billing period; and (c) a limited number of previous billing periods if the District determines that there was an excess amount of water use attributable to a qualifying leak, provided that retroactive adjustments under this subsection will not exceed the previous six (6) billings on monthly billed accounts.

The methodology for determining excess amount of water over normal consumption will be determined by the previous years’ history for an existing Customer; an average use of 800 cubic feet per month will be used as the “normal use” base for new Customers or Customers without sufficient consumption history.

A Customer is eligible for one leak adjustment per twelve (12) consecutive months, from the time of a previous leak adjustment. Additional adjustments may be provided if, in the District’s opinion, a good faith effort was made by the Customer to repair the leak and new circumstances have caused further leaking.

The AGM or their designee will be responsible and accountable for authorizing adjustments.

No adjustment shall be made in the water billing that is caused by freezing.

#### **2.4.7 Late Payment Charges**

A late payment fee may be assessed on all accounts that have an unpaid balance after the due date. (See Appendix B, Table B-10).

#### **2.4.8 Disconnect Notices**

- (a) Disconnect Notices will be mailed no sooner than thirty-one (31) days after the original billing date. The notice will be for arrears only and a disconnection fee may be charged for credit disconnection.

- (b) A brochure explaining credit, disconnect policies and Customers' rights and remedies, will accompany each Disconnect Notice on all accounts.
- (c) Disconnection will occur following the due date on the disconnect notice unless:
  - The delinquent payment has been received at a District office by the due date.
  - A deferred payment agreement has been reached.
  - The Customer has appealed the action.
- (d) Exceptions: In certain instances, where health, safety or essential services would be otherwise jeopardized, or for purposes of economy, the District may withhold disconnect notices.

#### **2.4.9 Collection**

While considering individual Customer needs, the District is obligated to make prudent collections. Reasonable collection methods will be used, including disconnection of service, collection agency assignment, or lawsuit.

- (a) Undercharges/Overcharges: The District will, within one (1) year after it becomes aware of undercharges/overcharges that are a result of its error, take action to collect/credit all amounts that were undercharged/overcharged during the three (3) years prior to the date upon which the District became aware of the error, or back to the date of responsibility change, whichever is more recent. If the District fails to act during that one-year period, no collection action will be taken. No action shall be taken to collect/credit any undercharges/overcharges resulting from District error, for water utility services that the District delivered more than three (3) years before it became aware of that error.
- (b) Payment for Undercharges: A Customer may pay amounts undercharged as a result of District error, without interest, in installments of approximately equal amounts during a period that is no longer than the period for which the Customer was undercharged for services. If a Customer does not agree to pay for undercharged water utility services or, if having agreed fails to make payment, normal District collection practices will be followed.

#### **2.4.10 Extenuating Circumstances**

- (a) The District may pursue a solution with Customers temporarily unable to pay on time due to extenuating circumstances. The availability and terms of a deferred payment plan will be based on a review of the individual Customer's situation, including:

- Amount and age of delinquency.
  - Past payment record.
  - Ability to pay.
  - Demonstration of good faith.
- (b) Employees will give Customers available information on other resources for assistance, when appropriate.
- (c) Service will not be terminated for inability to pay when termination would be especially dangerous to health of a resident, as determined by the District if the Customer has made application to appropriate agencies for assistance and payment is pending.

#### **2.4.11 Insolvent Accounts**

If the District has reason to believe a Customer to be insolvent, in financial difficulty or contemplating bankruptcy, appropriate action may be taken to secure payment of charges due. Requirements may include an adequate security deposit, altered payment schedule, or other actions deemed necessary and reasonable by the District.

#### **2.4.12 Transfer of Unpaid Balances**

A water service Customer's previous unpaid balance may be transferred from one service address to another as part of the Customer's current utility service obligation and subject to the District's requirements for payment.

## **2.5 Dispute Resolution**

### **2.5.1 Mandatory Hearing**

Any Customer or other person who believes that he/she has been adversely affected by a decision which the District has made to:

- (a) Terminate the delivery of water service (i.e., disconnect the Customer); or
- (b) Refuse to deliver water service (i.e., not connect the Customer); or
- (c) Require the Customer to pay for water service previously delivered (i.e., transfer an outstanding balance to a new water or electric account); or
- (d) Require the Customer to make periodic payments in specific amounts to pay for water service previously delivered as a condition of receiving water or electric service (i.e., require a payment plan); or

- (e) Require the Customer to provide security as a condition of receiving water (i.e., require a security deposit); or,
- (f) Require the Customer to pay a fee or penalty; (e.g., reconnection fee, account service fee, etc.);

has the right to have that decision reviewed in a hearing to be held by a District Hearing Officer.

### **2.5.2 Discretionary Hearing**

The District may, at its discretion, with the approval of the General Manager or their designee, provide a hearing to any Customer who believes he/she has been adversely affected by any decision of the District on any matter other than the decisions listed in Section 2.5.1.

### **2.5.3 Dispute Resolution Procedures**

The procedure for initiating, processing and resolving disputes shall be those that are set forth in the Board's adopted "Dispute Resolution Procedure" as it is amended from time to time.

## **2.6 Rates, Fees and Charges**

### **2.6.1 Service Connection Charge**

- (a) A Service Connection Charge (SCC) shall be charged to all new Customers connecting to District facilities, and to all existing Customers requesting additional service work. The amount of the SCC is shown in Appendix B, Table B-1.
- (b) Additional costs for services may be required if the service will be connected to a main previously constructed, under the District's line extension policy (see Section 3.3).

### **2.6.2 General Facilities Charge (GFC)**

A General Facilities Charge (GFC) is applied on new service connections to compensate for costs the District incurs in construction or acquisition of water system general facilities, (i.e., source, storage, treatment and transmission facilities); required to support the addition of the new Customers. The GFC amount is based on the demand a new water service connection is expected to place on the water system (see Appendix B, Tables B-2 and B-3). Equivalent Residential Units (ERU) will be used to represent the demand a given service will place on the District's water system and consequently that service's respective

share of the costs of the District's water system general facilities (see Appendix B, Table 3). The following procedures apply to payment of the GFC:

- (a) All new Customers connecting to a District water main or expanding their service connection shall pay a GFC, except as follows:
  - (1) The GFC shall not apply to extensions, new developments, or subdivisions where all applicable water system source, storage, treatment, and transmission facilities are financed wholly by the benefited properties under the LUD process (see Section 3.3.2) or through the Applicant extension process.
  - (2) If a new Customer provides documentation, acceptable to the District, that the applicable GFC for such Customer's requested connection has already been paid through past payment by an Applicant, or other means, the GFC shall not be applied.
  - (3) In order to promote non-overlapping water service boundaries within the District's claimed water service area as shown in the current North Snohomish County Coordinated Water System Plan, any existing Customers of a municipal water system may, with the consent of the municipal supplier, be transferred to an existing District water main, if available, subject to the financial and operational terms of the District. The GFC for such transfers may be waived at the discretion of the AGM in an effort to promote the resolution of overlapping water service areas.
- (b) Where construction of a development or subdivision requires connection of a new Applicant-installed main extension to the District's water system, the Applicant has the option of paying the total applicable GFC for all lots at the time of conveyance of the main extension to the District, or deferring payment of the GFC applicable to any individual lot until a service connection is requested for such lot (see Appendix B, Table B-2). For Satellite or Remote systems, the option of deferring payment of the GFC is at the discretion of the AGM.
- (c) Where a development or subdivision is constructed within the boundaries of the District's integrated water system, but connection with the District's integrated water system is deemed by the District in its sole judgment to be impracticable at the time of construction, such development or subdivision may construct and utilize a separate, temporary water supply, storage and distribution system, to be owned and operated by the District. Such system shall be attached to the District's integrated water system at District cost at such time that the District deems attachment practicable and appropriate. The Applicant of the development or

subdivision must pay the applicable GFC in addition to the construction of the temporary source and storage facilities. The Applicant has the option of paying the GFC at the time of conveyance of the new distribution system to the District, or deferring payment of the GFC applicable to any individual lot until a service connection is requested for such lot (see Appendix B, Table B-2).

- (d) When the Applicant chooses to defer the payment of the GFC, an adjusted GFC amount shall be applicable in order to permit the District to recover administrative costs and interest costs associated with delayed payment (see Appendix B, Table B-2).
- (e) When the Applicant chooses to defer the payment of the GFC with regard to any specific parcel of property to be connected to the District's water system (including, in the case of a condominium, any unit or common area), the Applicant shall be obligated to disclose to the initial purchaser of such parcel of property that a GFC is due and must be paid to the District prior to installation of a meter and connection of such parcel to the District's water system. Installation of a meter and connection of a parcel of property, including a condominium unit or any parcel held in common for the development, to the District's water system shall not occur until all applicable fees have been paid to the District, including but not limited to the required GFC.

An Applicant who fails to provide the disclosure required in this subsection shall defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, costs and damages of whatsoever nature, including attorney fees and costs, incurred by the District as a result of such failure.

- (f) The District shall determine the appropriate number of ERUs to be assigned to any and all new Customer connections. The GFC for a subdivision constructed under the circumstances described in subsections (b) and (c) above where the Applicant has chosen to pay the GFC at the time of conveyance to the District of the Applicant-installed main extension or water distribution system, shall be based upon the total of the estimated total number of ERUs as determined by the District to be necessary to provide service for all of the parcels of property within the development or subdivision to be served by the District. If the use classification or the number of dwelling units for any parcel changes between the date of the estimate and the date of application for service to such parcels, causing a change in the estimated ERUs applicable, the GFC shall be recalculated accordingly. The recalculation shall be based upon the new number of ERUs. If the recalculated GFC is greater than the original payment, the Applicants for service to parcels which have a different use classification or a different number of dwelling units shall pay the difference between the recalculated GFC and the estimated GFC. No

refunds will be made by the District where the recalculated charges are less than the original payment.

In recalculating the GFC, the rates in effect at the time of the recalculation shall be used; and for purposes of calculating the difference that the Applicant shall pay, the estimated GFC shall be recomputed based upon the rates then in effect.

- (g) The GFC shall also apply to an LUD or to the identified and assessed individual properties contained therein at the time of formation. Properties within an LUD are subject to the applicable LUD GFC. However, once an LUD has been established and the final assessment roll confirmed, any additional individual water service Customers within such established LUD requesting a new water service connection or adding to the number of ERUs to be served by that Customer's existing water service connection shall be deemed a "new Customer," and be subject to the applicable GFC imposed at the time of connection (see Section (h) below).
- (h) In all cases, the GFC paid shall be based upon the GFC in effect on the date of payment.

### **2.6.3 Distribution System Charge (DSC)**

The Distribution System Charge (DSC) is assessed to compensate for costs the District and its existing Customers have paid to install the system's existing local distribution network, or for the costs of installing new distribution lines required to support the addition of the new Customers.

The DSC applies to each new Customer connecting to a District-owned water main when such new Customer has not contributed to the cost of the water main either through an LUD assessment, other charge imposed by District policy, or through purchase of an individual parcel specifically for which the water main extension was originally installed. The DSC also applies to each new Customer within satellite systems in cases where the conditions for District acquisition of the system include payment of the DSC.

Depending on the type of development, the DSC is calculated as either a standard charge per connection, or as a charge based on front footage. The DSC for various types of service is shown in Appendix B, Tables B-4 and B-5.

Payment of the DSC is required with regard to each of the following situations:

- (a) Whenever construction of a development or subdivision includes connection to a District main **and** extension of a new or the replacement of an existing main by the Applicant along the entire frontage of the proposed development or subdivision is **not** required, a DSC shall be imposed upon the Applicant.

- (b) Whenever a lot for which a DSC has been paid is subdivided, and additional water connections are made to serve the new lots created by subdivision, an additional DSC shall be collected from the Applicant or each new Customer connecting to a District main.
- (c) Whenever a new Customer connects to a District main under an Interim Connection Agreement (ICA), a DSC shall be imposed.

Where applicable, a DSC collected from a new Customer shall be paid as reimbursement to the Applicant responsible for installation of the water main, in accordance with Section 3.3.9 of this manual.

In the case of a new Customer connection to a water main installed through a completed LUD process, the DSC collected shall be paid as reimbursement to the District; the DSC shall be equal to the apportioned distribution system cost assessed to each participating LUD property, or the current DSC amount, whichever is greater.

In order to promote non-overlapping water service boundaries within the District's claimed water service area as shown in the current North Snohomish County Coordinated Water System Plan, any existing Customers of a municipal water system may, with the consent of the municipal supplier, be transferred to an existing District water main, if available, subject to the financial and operational terms of the District. The DSC for such transfers, if owed only to the District and not needed for reimbursement to a 3rd party developer who funded the initial main extension, may be waived at the discretion of the AGM in an effort to promote the resolution of overlapping water service areas.

#### **2.6.4 Water Rates and Charges**

A summary of the District's rates and charges by Customer class and water system is provided in Appendix B, Tables B-6, B-7, B-8, and B-9. These rates and charges include a Monthly Customer Charge or Daily Base Charge for each account, Commodity Rate, an Unmetered Daily Rate, and a Monthly Capital Surcharge (for systems where such charge has been adopted to cover the costs of system specific improvements). For purposes of billing the Monthly Capital Surcharges are shown as a Daily Capital Surcharge. For specific detail, refer to the Water Rate Schedules available on the Internet at <http://www.snopud.com>. In case of conflict between the provisions of any rate schedule or special contract and this Policies and Procedures Manual, the provisions of the rate schedule or special contract shall apply.

#### **2.6.5 Non-Standard Service Charges**

- (a) The District shall charge private parties and public entities for services rendered by the District on behalf of such private parties or public entities.

- (b) For services not covered by standard fees or charges, the rate charged for services (the “service rate”) rendered by District personnel shall be the hourly rate for the position, including benefits, plus overhead.
- (c) Equipment shall be billed at reasonable rates consistent with retail rental rates for like equipment in the greater Seattle-Tacoma-Everett area. Such rates will be established by the AGM or their designee, on a case-by-case basis, by obtaining three (3) or more estimates from private rental firms in the area.

#### **2.6.6 Account Service Charge**

- (a) An Account Service Charge (see Appendix B, Table B-10) is to be billed during processing of each service application, except for:
  - Initial meter installation for service to a premise.
  - Services or meters added to existing premises or account by new service application.
  - Initial temporary meter and service for construction.
  - Owner/agent agreement with Owner/agent assumption of responsibility for service between tenants.
  - Disconnection of an account for nonpayment and reconnected subject to a disconnection and/or reconnection fee.
- (b) A credit of the account service charge may be given in those cases where a Customer has been moved into an account in error.
- (c) The Customer is to be advised of the account service charge at the time the application is taken.
- (d) The account service charge is to be billed on the first invoice received by the Customer.
- (e) The following procedures shall be followed:
  - Separate applications for service when billed on different account numbers at the same address -- one charge for each account, unless separate accounts are established for District convenience.
  - Electric and water service on one account -- one charge.
  - Multi-service account -- one charge for each additional meter reconnection after the initial application.

- Multi-metered complex (e.g., apartment house) - one charge per account for general use areas.
- If no general use account - one charge per building to initiate service for one or more non-rented units.

### **2.6.7 Records Research Charge and Public Information Requests**

The District will make information and records available to the public for inspection and copying in accordance with chapter 42.17 RCW, the Washington Public Records Disclosure Act, and District Policy.

Information and records concerning water service, including rates, charges, connections, disconnections, construction, installations, engineering, policies and procedures may be obtained from the Water Utility, located at the Water Operations Facility, 3301 Old Hartford Road, Lake Stevens, Washington. Requests for public records will be handled in compliance with provisions of the District's policy on Access to Public Information and Records. No fee is charged for inspection of public records on the premises; however, the District imposes a charge for providing copies of public records. Such charges do not exceed the actual costs of copying. The Customer may be billed a records research charge at cost for documentation requested on their account.

### **2.6.8 Disconnection/Reconnection Charge**

- (a) Whenever water service has been disconnected for noncompliance with the Policies and Procedures, for nonpayment, or for fraudulent use, the service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of the District.

A disconnection fee shall be charged to cover the cost of turning off the water service (see Appendix B, Table B-10). A separate reconnection fee shall be charged for same day reconnection during regular business hours, next day reconnection during regular business hours, and reconnection at all time after regular business hours including weekends and holidays. See Appendix B, Table B-10 for the different reconnection fees. As appropriate, the Customer will be pre-advised of these fees.

- (b) When an account requires the physical reconnection of both electric and water, the total charge will include components for each type of service (see Appendix B, Table B-10).

### **2.6.9 Discounts**

The Water Qualified Assistance Discount program will be administered by the District's Customer Service Department in accordance with the criteria and income levels set forth in the District's Customer Service Regulations for Electric Service. Qualifications and rates can also be found on the Internet at <http://www.snopud.com>.

### **2.6.10 After-Hours Connection Charge - new Customer or Vacant Account Reconnect**

- (a) For connection requested to be completed during the hours of 5:30 p.m. to 7:30 a.m., or during weekends or holidays, Customers will be advised at all times that there will be an after-hours connection charge (see Appendix B, Table B-10) in addition to the Account Service Charge.
- (b) When an account requires the physical reconnection of both electric and water, an additional charge will be imposed for the electrical component of the work.

### **2.6.11 After-Hours Service Charge - Established Customers**

Established Customers will be advised at all times of a charge (see Appendix B, Table B-10), plus material cost and tax, if a water serviceperson is dispatched to the Customer's premise, at the Customer's request, during other than normal business hours (5:30 p.m. to 7:30 a.m. and weekends and holidays) and it is determined that the problem is caused by a failure of the Customer's facilities.

### **2.6.12 Returned Check Charge**

An accounting service charge (see Appendix B, Table B-10) may be made to each water service account for which payment has been received by any check or legal tender which is subsequently returned to the District by the bank or for which a charge back is received for irregularities, lack of sufficient funds in the payer's checking account or the customer having closed the account.

### **2.6.13 Security Deposit**

- (a) Security deposit may be required of a Customer at application or later for any of the following reasons:
  - Incomplete or improper application.
  - Misrepresentation of identity.
  - Tampering with District equipment.
  - No established credit.
  - Payment record.

- (b) A notice will be provided to the Customer when a security deposit is required, showing the amount and due date.
- (c) Payment or acceptable collateral is due as stated in the notice unless other arrangements are made within that period.
- (d) Amount of deposit will not exceed the established flat fee amount (see Appendix B, Table 10) for those residential Customers who have been District Customers for less than twelve (12) months. The amount of deposit for those residential Customers who have been District Customers for more than twelve (12) months will not exceed the estimated maximum billing for two (2) consecutive months within a 12-month period.
- (e) Amount of deposit for commercial Customers will be the highest two (2) month billing in a 24-month period.
- (f) Deposit, plus interest, will be applied to the account based on evaluation of Customer credit history, after twelve (12) months experience with residential Customers and twenty-four (24) months with commercial Customers.
- (g) Upon termination of service, an existing deposit, plus accrued interest, will be applied to any amounts due and any balance refunded.
- (h) Transfers: When a Customer relocates and reapplies for service, an existing deposit will be applied to the bill. A credit balance will be carried over to the Customer's new service location. A new deposit based on the consumption at the new address, or a flat fee, will be required when appropriate.
- (i) Interest: Interest will be paid on all deposits. The interest rate paid will be established periodically by the District Treasurer.

#### **2.6.14 Charge at Cost for Nonstandard Service**

The Customer shall pay the cost of any special installation necessary to meet the Customer's particular requirements for service at other than standard pressures, or for closer pressure regulation than would normally be provided at the location involved.

#### **2.6.15 Surcharges**

By action of the Board, the District may impose surcharges on monthly Customer rates, to fund capital improvements or operations and maintenance. Surcharges may be imposed on all District Customers, or on Customers in selected pressure zones, satellite systems, etc., according to the benefits derived from the capital improvements or the operations and

maintenance activities funded. For purposes of billing monthly surcharges may be shown as a daily charge.

## **2.7 Violations**

### **2.7.1 Unauthorized Taking of Water, Tampering with Equipment, and Unauthorized Connection to the District's System**

When appropriate, the District will seek criminal or civil proceedings for theft of water, destruction of District property and other violations of law affecting delivery of its services authorized by applicable city or county ordinance or by federal or state law, including RCW 9A.61 Defrauding a Public Utility, and may pursue collection under RCW 80.28.240 for its losses, damages, and costs related to such actions to the full extent provided by law. In addition:

- (a) There may be levied an investigation or service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall take water or knowingly received the benefit of water taken from any water line, reservoir, or fire hydrant, or any facility of the District without the District's consent and without first having obtained from the District a permit to take such water. Such sum shall be due and payable immediately upon the taking of such water.
- (b) There may be levied an investigation, service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall tamper with any water meter, fire line meter, service line, or any meter related appurtenances of the District. Such sum shall be payable at the time of discovery by the District of such tampering.
- (c) There may be levied an investigation, service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall take water from an angle stop, service lead, angle check valve, or related appurtenances intended for a future meter installation without consent from the District to take such water. A meter will not be installed to serve such property until such charge is paid together with the standard meter installation fees. If a meter application has been purchased from the District and, prior to installation of such meter, it is determined by the District that water has been taken in violation of this section then such meter will not be installed and the meter application will be held until the purchaser of such meter application pays the charge.
- (d) There may be levied an investigation, and service and/or commodity charge (see Appendix B, Table B-12) against any person, firm or corporation who shall operate any valve in the District's system without the District's consent. Such sum shall be due and payable at the time of discovery by the District of such unauthorized operation.

## 2.8 Fire Protection

### 2.8.1 Commercial Fire Protection Service

- (a) Application for water service for the sole purpose of commercial fire protection must be made by completing and signing a standard application form.
- (b) The minimum charge shown on the District's rate schedule includes water for fire protection use only. The monthly rate of water used, except for fire protection, will be double the regular-metered service water rate applicable to that certain Customer.
- (c) Service charge for new fire protection service connection.
  - The Customer must pay the cost, including installation costs, from the Customer's premises to an existing main of the District.
  - The Customer must pay the cost of a detector check and meter, plus the cost of installation.
- Services to be used for fire protection exclusively may only be fitted with fixtures that will be used for fire protection and shall not be connected to any fixtures that will be used for other purposes. Customers having such services shall be charged not less than the minimum standby service charge as established from time to time by resolution of the Board. In no case shall any connection be made upon any service line, tank or other fixture installed exclusively for fire protection for any purpose except the fire service or through any pipes, tank or other fixtures reserved for fire protection be permitted for any purpose except the fighting of fires. To protect against water being drawn from a fire service for any purpose other than the fighting of fires, the District may install a detector meter on such service and charge all costs of such installation to the property and the Customer.

### 2.8.2 Hydrant Installation

The District will install hydrants on existing District water mains, at the request of one or more Customers, if the mains are of sufficient capacity to provide adequate fire protection, with costs borne by the Customer(s). The type of hydrant and location shall be as specified by the District, which shall include the requirements established by appropriate jurisdictional agencies, regulations of Snohomish County, and the Snohomish County Coordinated Water System Plan, whichever is stricter.

When one or more Customers request installation of a new fire hydrant on an existing water main, the District will prepare a project cost estimate for the total cost of all labor, materials, tools, equipment, transportation and permits to complete the work. After the Customer remits payment, the District will schedule and install the work. When the work

is complete, the Customer will be billed the increased difference or credited the decreased difference between the project cost estimate and the actual project cost.

### **2.8.3 No Guarantee of Adequate Water for Fire Protection**

Notwithstanding the provisions contained in these schedules for commercial fire protection service, or for other metered service, including water furnished to any fire hydrant or other equipment used, or which may be used for fire connection service, it is understood that the District cannot guarantee any minimum quantities of water or pressure of the water to be furnished to any of such hydrants or outlets, and the District shall not be liable in any manner for any loss or claim by reason of the quantity of water, or pressure of the same furnished to such hydrant or outlet.

## **2.9 Special Arrangements for Short-Term Water Usage**

### **2.9.1 Temporary Water Service**

At the District's discretion, temporary water service may be provided to accommodate special needs for water at a fixed site on a short-term basis (e.g. on-site needs for construction activities, filling swimming pools, charitable car washes, etc.). Temporary water service may be provided from a District blow-off assembly or from a fire hydrant specifically designated for this purpose by the District through a District supplied construction fill station (see Section 2.9.2). Only District personnel are authorized to install a connection to a District blow-off assembly or fire hydrant for this purpose.

Temporary service may be authorized for a period not exceeding six (6) months at a time. Upon expiration of the initial six-month period, a Customer may request an extension of temporary service for up to two (2) additional six-month periods. The Customer will be responsible for paying the associated "Temporary Construction Fill Station" fee as shown in Appendix B, Table B-10 (Miscellaneous Fees) for each six-month period for which temporary service is requested, as well as a damage or security deposit. No more than two (2) extensions will be granted, unless authorized by the AGM or their designee.

A Customer obtaining temporary water service will not be required to pay a SCC, GFC, or DSC. However, a Customer obtaining temporary water service will be required to pay a "Temporary Construction Fill Station" fee as shown in Table B-10 for each six (6) month period for which temporary service is requested, as well as a damage or security deposit. In addition, temporary service will be metered and the Customer shall be required to pay a charge for water usage in accordance with the commercial/industrial rate schedule (see Appendix B, Table B-8). Arrangements for metering and billing will be established on a case-by-case basis. Any damage to District facilities or equipment caused by the Customer is the responsibility of the Customer and will become due and payable to the District immediately. Failure to pay for the damage to the District's equipment will result in

immediate and permanent removal of the temporary service. No future temporary construction fill stations will be installed for the Customer (regardless of the project or location for which the new temporary service is desired) until all damage charges have been paid in full.

Upon termination of temporary service, the District will disconnect the temporary water service and take possession of the associated District equipment. Following disconnection and payment of all outstanding charges for water usage or damage claims for damaging District equipment, the District shall refund any damage or security deposit, less the amount needed to replace or repair District equipment. However, in the event the Customer fails to pay outstanding charges for water usage, the District may retain an amount equal to such outstanding charges.

### **2.9.2 Hydrant Use**

No person shall operate or tamper with a fire hydrant connected to the District's water system, without the express written approval of the District or, in the case of an emergency threatening life or property, the approval of an authorized representative of the appropriate fire department. In addition to the penalty established in Section 2.7.1, any person violating this provision shall pay for the amount of water used, as estimated by the District and based on the applicable rate schedule.

At the District's discretion, authorization may be granted to take water from a fire hydrant connected to the District's water system via a District installed temporary construction fill station per Section 2.9.1. Procedures for authorizing use of fire hydrants shall be as follows:

- (a) When a Customer desires to use a fire hydrant for Temporary Water Service (short-term water service at a fixed site) the procedures in Section 2.9.1 shall be followed. The Customer shall utilize and obtain the necessary water only through the construction fill station installed by District personnel on a hydrant specifically designated by the District for this purpose.

### **2.9.3 Bulk Water Withdrawals**

Customers may purchase bulk water from certain District-designated "Water Fill Stations" for short duration purposes or for intermittent use by a mobile water tank (e.g. tanks on hydro-seeding or public works maintenance vehicles). Procedures for obtaining a Bulk Water Use Permit shall be as follows:

- ❑ To obtain a Bulk Water Use Permit, the Customer shall complete a Bulk Water Use Application, pay a fee established by the District for the Permit and pay a refundable key deposit (see Appendix B, Table B-10). A permit will be issued either for a daily (one to three days); monthly; or six-month period. At the

District's discretion, the fee may be adjusted if the quantity of water deviates by more than fifty percent (50%) from the following:

- Daily Permit                      Limited to 2,500 gallons; or 334 cubic feet
  - Monthly Permit                    Limited to 10,000 gallons; or 1,336 cubic feet
  - Six-Month Permit                Limited to 60,000 gallons; or 8,021 cubic feet
- Unauthorized duplication of keys is prohibited. Keys may not be transferred to or used by unauthorized persons. Keys must be returned in order for the District to refund the key deposit.

Customers taking water from District fill stations must record the START meter reading on the log sheets provided in the fill station boxes PRIOR to withdrawing water and at COMPLETION of withdrawing water. This must be done each time water is withdrawn because someone else may use the fill station in between visits.

- The Customer shall utilize only those "Water Fill Stations" specifically designated by the Bulk Water Use Permit.
- Any damage to District facilities or equipment caused by the Customer is the responsibility of the Customer and will become due and payable to the District immediately and may be deducted from the original deposit. Violation of these regulations or Permit conditions may result in revocation of Permit.
- The Customer shall obtain a laminated permit from the District that indicates a Bulk Water Use Permit has been obtained. At any time a water fill station is being used, the Customer shall display the laminated permit in a prominent position clearly visible from the street. The Customer shall not provide the laminated permit to any other person.
- Return of the key, is required in order to close-out bulk water permits. The key shall be returned to the District's Water Operations Facility, 3301 Old Hartford Road in Lake Stevens. Following key return the key deposit will be refunded by mail unless other arrangements are made.