THE FREELAND WATER & SEWER DISTRICT

TITLE

RESOLUTION NUMBER 2013-02-008

AMENDING AND RE-ADOPTING DISTRICT RULES

A RESOLUTION amending and replacing the Rules and Regulations of the Freeland Water & Sewer District previously adopted under Resolution No. 12-01, relating to the municipal water supply system, regulating the use of water therefrom, fixing service rates, connection and other charges; establishing requirements for construction of line service connections, U.L.I.D. and private water, systems, setting enforcement provisions, providing a lien against premises for delinquent accounts; and adopting general specifications for water main extensions.

RECITALS

WHEREAS on February 13, 2012, The Freeland Water & Sewer District did adopt Resolution 12-01 as the new "rules and regulations" of the DISTRICT, governing modifications to the water system of the DISTRICT and establishing rates and fees for connection thereto and subsequent water consumption/use rates and technical specifications, which said Resolution took effect on January 10, 2011 and was subject to additions adopted in resolution nos. 11-04, 11-06, and 11-07.

WHEREAS The Freeland Water & Sewer District now wishes to further amend, re-adopt, and codify said "Rules and Regulations" of the DISTRICT as a consolidated single document;

NOW THEREFORE the Board of Commissioners of the FREELAND WATER & SEWER DISTRICT does hereby resolve as follows:

STATEMENT OF INTENT

These rules, regulations, specifications and policies apply to all existing, new, and additional services and system facility development or expansion, and water main extensions within the service area of the Freeland Water & Sewer District. This code is not exclusive and is now and may hereafter be, supplemented by other rules, codes, or resolutions of the DISTRICT. This Resolution will replace and supersede prior resolutions 11-04, 11-06, 11-07, 12-1 and 2013-02-007

EFFECTIVE DATE

This Resolution shall take effect as of the 1st day of January, 2013

FREELAND WATER & SEWER DISTRICT - Board of Commissioners

Adopted this 11th day of February, 2013

___________________________________________
Eric Hansen, President

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Lou Malzone, Vice President

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Marilynn Abrahamson, Secretary/Treasurer
FREELAND WATER and SEWER DISTRICT
RULES AND REGULATIONS
Per District adopted Resolutions 11-04, 11-06, 11-07, 12-01 and 2013-02-007

ARTICLE - I: GENERAL

SECTION 1.01 - DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Application for Water" shall refer to a standard form to be provided by the District to summarize necessary information about the owner(s) applying for water service and to relay pertinent information to applicant regarding terms and conditions of service.

"Approving Authority" shall mean the approving authority for the several requirements of this regulation and shall be the District.

"Board" shall mean the Board of Commissioners of the Freeland Water and Sewer District.

"General Facilities Charge" is the base Hook-up fee charged by the District for all new service connections to existing water mains owned and/or operated by the District. It is the fee charged after all other obligations have been met and an owner wishes to have meter, meter box, and valve installed in order to commence the drawing of water from said main. The fee does not include any of the costs of labor, parts or materials needed to complete a connection.

"Commercial and Industrial property" shall include, but not necessarily be limited to, retail and wholesale stores, offices and office buildings, medical or dental clinics, mixed use structures, warehouses, service stations, manufacturing facilities, garages, theaters, hotels, motels, restaurants, bars and taverns, banks, showrooms, barber and beauty shops, and any and all other structures or facilities not exclusively used for residential purposes.

"District" shall mean the Freeland Water and Sewer District, Freeland, Washington, governed by an elected Board.

"District Water System" shall mean all water systems belonging to or managed by the Freeland Water and Sewer District.

"District Boundaries" shall mean the area in which the District is approved to provide water service.
"Developer Extension" shall mean the development, extension, or expansion of water or sewer facilities, mains, or improvements, initiated, paid for, and completed, by a developer or owner, or any party, benefiting therefrom under the supervision of the District.

"District Engineer" shall mean the Licensed Professional Engineer duly appointed or employed by the Freeland Water and Sewer District to provide professional engineering design, review, or management, services to the District, or its designees.

"Dwelling Unit" shall mean a single family living area including a single family residence, an apartment, motel or hotel unit or a trailer or Mobile or Manufactured home site.

"Equivalent Residential Unit (ERU)" shall mean the number of connection units represented by the actual or anticipated average daily water consumption rate of a project or use divided by the average daily consumption rate of single family residences within the District over the past five year period.

"Front Footage" shall be determined by the District as the portion of the parcel that is adjacent to the existing or proposed water main in front of the parcel connecting to the District water system.

"Local Facilities Charges and Recovery Fees" are those charges and assessments applicable to property fronting on or benefiting from an existing water main of the District, but which said property did not in any way previously pay a fair "pro-rata share" towards the construction of said water main constructed by the District, or which said property is subject to an existing "recovery contract" between the District and a Developer/Owner who paid for the construction of said main, or, which said property was a non-participating or excluded property which benefited from a ULID which financed the construction of said main.

"Local fire protection authority" or "Fire Department" shall mean the fire district, directly responsible for the fire protection within the boundaries of the Freeland Water and Sewer District.

"Multiple Unit Commercial Property" shall refer to a single structure constructed under one continuous roof and equipped for occupancy by more than one Commercial or Industrial Property.

"Multiple Unit Residential Property" shall refer to an area for Trailers, Mobile or Manufactured Home sites or a single structure constructed under one continuous roof and equipped for occupancy by more than one Dwelling Unit and shall be synonymous with multi-family dwelling, high density dwelling, duplex, triplex, apartments, etc.

"Fire-flow" means the rate of water delivery needed for the purpose of fighting fires in addition to requirements for normal domestic maximum instantaneous demand as referenced in those rules or guidelines published by the State Department of Health entitled "Design Standards for Public Water Supplies."
"Owner" shall mean the person, partnership or corporation owning the particular premises to which water is being or is to be furnished.

"Parcel" shall mean an existing or proposed lot, tract, or property of record. Existing Parcels are those contained in the Assessor's plat of Island County, which have been assigned descriptions and numbers for tax purposes by the Island County Assessor. Proposed Parcels are those shown delineated or described in any proposed Plat, Short Plat, Site Plan, Planned Residential Development, or other form of subdivision, in process of being created.

"Premises" is defined as the land and one building under one continuous roof together with such other service buildings as are used only by the occupants of the principal building, including rent-free guest houses occupied less than three months of the year except that "Premises" may be otherwise defined in writing in a special contract between the Owner and the District for the furnishing of water to such premises through a water meter.

"Private service lines" are defined as all water lines extending from a District main which have not been formally conveyed to or accepted by the District, or which are not located in public rights-of-way nor in easements dedicated to the use of the Freeland Water and Sewer District.

"Project Engineer" shall mean a professional engineer, licensed in and by the State of Washington who is engaged to provide professional engineering design, review, or management, testing, and certification services related to a specific water and/or sewer project. The project engineer may or may not also be the "District Engineer".

"Public Property" shall include street right of ways, civic buildings, public schools, playgrounds, public parks and appurtenances.

"Residential Property" shall refer to those properties or premises intended for human habitation.

"Service Connection Charges" - This is the sum total of all charges and fees and costs to which a particular parcel or property or premises is subject prior to being assured a supply of domestic water from the District water system.

SECTION 1.02 - SPECIFICATIONS

All construction specifically covered under this Regulation and any related construction which occurs as a part of or as a result of the work covered under this Regulation, shall be performed in accordance with all applicable State and County codes and with the "Standard Specifications for Municipal Public Works Construction", as prepared by the Washington State Chapter of the American Public Works Association, current edition or as otherwise revised or superseded, and with the "General Specifications for Water Main Extensions" of the Freeland Water and Sewer District.
SECTION 1.03 - APPLICATION FOR WATER SERVICE

All parties wishing to connect to water or sewer facilities or systems of the District shall make application for such connection on such forms and under such agreements as prescribed by the District. Such forms may include, but are not limited to, the District Water Service Agreement, Preliminary Services Agreement, Developer Extension Agreement, Inter-local Agreement between municipal agencies, Recovery Contract, Easement and Facility Conveyance Agreement, Cross Connection Control Agreement or such other forms as may be required by the District. Minimally all applicants shall execute a Water Service Agreement and at that time, pay all connection charges, fees, surcharges, or assessments required by the District or the provisions of this Regulation.

Additionally, owners of any rental property connected, or to be connected, to the District water system, shall agree to have their name appear on all billings for that property by the District and such billings shall be mailed to Owners and shall become delinquent if not paid within sixty days of the day indicated on the billing.

SECTION 1.04 - STATE AND COUNTY RULES

All design, construction, maintenance and operation shall be in accordance with the requirements of WAC 246-290, "Rules and Regulations of the State Board of Health regarding Public Water Supplies", as now existing or hereafter amended, and also with Chapter 13.03A of the Island County Code, as now existing or hereafter amended.

SECTION 1.05 - LIMITS OF DISTRICT RESPONSIBILITY

At no time shall it be the responsibility of the District to enter upon private property to work on or do anything to mains, service lines or appurtenances which are not an accepted part of the District water system or are not located within public rights-of-way or easements dedicated to public utility purposes or easements to which the District is a named beneficiary for the purpose of installing, operating, and/or maintaining the District water system.

ARTICLE - II: CONSTRUCTION REQUIREMENTS

SECTION 2.01 EXTENSION OF MAINS

Owners of property who desire to have the District water system extended to provide service to said their property may have such extensions constructed by any of the following methods as may be determined appropriate and approved by the District at the District’s sole discretion

1. **ULID**: The formation of Utility Local Improvement District. Under this method the proposed improvements are financed by the District with the security that the costs will be paid through the enactment and approval of tax assessments to be levied against the properties specifically benefited by said improvements. **ULID**
formation may occur either by petition of the owners of 60 per cent of the total
designated benefiting land area, or by resolution of the District Commissioners
where said ULID is not protested by owners of at least 40 per cent of the land area
within the ULID boundaries thus proposed.

All ULID financed projects or improvements shall be conducted under terms and
methods prescribed by the Washington State Law and the District.

Methods of calculating assessments relative to benefit under the ULID process
may be based on Area, Assessed Value (per records of the Island County Tax
Assessor), or relative, adjusted, or actual front footage along or parallel to streets
or water mains, or any combination of such methods, or an alternate method, that
results most closely, in the Judgment of the District, in the apportionment of costs
relative to benefit.

All benefiting properties excluded from a ULID may be subject to future "fair
pro-rata share" assessments, fees, or surcharges by the District at such time in the
future that service from improvements thus financed is sought for such properties.

2. DEVELOPER/OWNER EXTENSION:

Under this method all costs associated with the proposed extension are paid
directly by the Owner(s) or Developer(s) of all or some of the property to be
benefited by the proposed improvements. Such private development projects are
conducted pursuant to the requirements and agreements of the District. Upon
final approval and acceptance of said improvements, and the conveyance thereof
together with any easements required by the District. The District will assume
ownership thereof.

All properties benefiting from but not participating in improvements thus financed
may be subject to future "pro-rata share" including any Local Facilities Charges,
assessments, fees, or surcharges by the District per a Recovery Contract between
the Developer(s) or Owner(s) and the District.

3. CASH CONTRIBUTION:

Under this method a number of individual Owners may request the District to act
in their behalf to plan, design, and supervise construction of improvements
necessary to serve their properties. This method is similar to the above described
Developer/Owner Extension method, except that the project will be conducted
directly by the District, as a District project. Under this method all of the
estimated costs of the project shall be paid in advance to the District by any or all
of the benefiting participating owner(s) and all actual cost shall be paid by said
owners prior to any connection to said improvements thus financed. .

All properties benefiting from but not participating in improvements thus financed
may be subject to future "pro-rata share" including Local Facilities Charges, assessments, fees, or surcharges by the District either independently or per a Recovery Contract between the contributing Owner(s) and the District.

The District will, upon request, provide information about any of the management or financing methods available for water main extensions.

Nothing in these Regulations shall be construed to mean or imply that the District has any obligation to pursue or accept proposals for the extension of its water mains or water system to properties not currently served by the District’s existing system regardless of which method of financing is proposed.

The District shall have no obligation to serve any properties within or outside its boundaries until such time as all applicable Service Connection Charge(s) or fee(s) have been paid for each proposed connection including the Capital Facilities Charges for each connection (or equivalent) required by the District.

In the case of any proposed main extension the District shall have the option and right to include in the cost there of a future source or plant development contribution which is reflective of the ratio between the number of service connections the District’s system can currently serve and the number of new service connections or equivalents that can be reasonably expected in the foreseeable future to result from the main extension being proposed. The ratio(s) thus derived may then be applied to the costs associated or specified in the District’s current Comprehensive Water System Plan for proposed or recommended Capital Improvements, including but not limited to, the acquisition or development of new well(s), well sites, tank(s), tank sites, or new water main extensions.

A. INITIATION OF PROJECT

1. ULID: Projects to be financed by Utility Local Improvement District (U.L.I.D.) method of financing may be initiated either by resolution of the District Board, or by Petition of the property owners representing at least 51% of the land within a proposed service area. All ULID projects shall be conducted and costs apportioned in such fashion as prescribed or permitted by State Law applicable thereto.

2. DEVELOPER EXTENSIONS: Formal initiation of a project to be constructed privately by the Owner(s) via a Developer Extension consists of filing a Preliminary Developer Extension Agreement together with preliminary plans and drawings, in such form and content prescribed by the District. The District may, upon review of any Developer Extension proposal, elect to adopt said proposal as a Project of the District and require same to be pursued through either the Cash Contribution or ULID methods of financing. Prior to project initiation, a Developer Extension Agreement shall be executed by the parties.
3. **CASH CONTRIBUTION:** Formal initiation of a project to be constructed through the Cash Contribution method of financing consists of filing a letter of application or petition, together with preliminary plans and drawings, in form and content prescribed by the District. The District may, upon review of such proposals, elect to have them pursued as a ULID or Developer Extension.

It is recommended that any proposed project be reviewed with the District as early as possible on the basis of preliminary plans prior to the preparation of detailed application drawings and design engineering.

**B. Project Requirements:**

In order to qualify for District approval, the proposed project must satisfy all requirements of this Regulation and applicable State and County Codes (including but not limited to WAC 246-290), relating to pipe size, public hydrant spacing and minimum property frontage. If the proposed extension is to serve property being platted, the project shall include construction of mains to the land being platted and across the full frontage of the lots in the plat, unless such mains are already in existence. "Frontage of the plat" shall include frontage of small tracts lying between a portion of the plat and such roads or streets, commonly identified as "exceptions".

**C. Connection and other Charges:**

Prior to Final commitment from the District to serve new properties or developments, the Developer/Owner shall pay to the District the amount of any applicable service connection charges, including but not limited to any charges pursuant to any applicable recovery contract or charges applicable to benefiting properties which did not participate in a prior ULID or Cash Contribution project for the frontage of the property on existing mains, less any waivers granted by the District.

**D. Water Availability notices or letters:**

The District, may, at its option, issue letters (or forms) of water availability to other parties or applicable reviewing agencies indicating the availability of adequate potable water supply to a parcel or development project on the day or date the notice or letter is written and until such time as may otherwise be specified therein. Such Water Availability notifications do not, by themselves, constitute final commitment of the District, nor do they constitute contractual obligations to serve. The District’s obligation to provide water commences only upon acceptance of Application for Water and payment of Service Connection Charges and installation of a metered connection to the District main.

**E. Permits and approvals:**

For all new service connections and for all mains or line extensions, the Developer/Owner shall be responsible for obtaining all permits or approvals associated with the
proposed improvements including but not limited to State and County approval of Plans
and Specifications and applicable construction permits required for performing work in
State or County rights-of-way. The Developer /Owner shall pay all fees associated or
levied by agencies for the review of said permits or applications.

F. Application Procedure:

The Developer/Owner requesting permission to develop or extend the mains of District
water system shall first execute a Preliminary Developer Extension Agreement provided
by the District, in which terms, process and procedure for pursuing the project will be
disclosed. The District Preliminary Developer Extension Agreement shall be completed
and submitted together with four sets of preliminary plans, specifications, drawings,
reports, and analyses, prepared by a Professional Engineer licensed in the State of
Washington. Prior to project initiation, the parties, including the project’s contractor,
shall execute a Developer Extension Agreement.

1. Plans & Specifications:

Plans, specifications and Engineer's Report shall be in such form and content as
prescribed by the District and be in such forms suitable for submission to the State
of Washington Department of Health (DOH) for review and approval, and shall
meet said State requirements for plans, specifications and reports. In all cases
where plans and specifications, and/or final "as-builts" and certifications, etc.
must be submitted to other federal, state, and/or local government agencies, the
Developer /Owner shall be responsible for such submission and all associated
costs. When applicable, the District will cooperate in furnishing such additional
information as may be available in the District public record files.

Unless otherwise agreed in advance, all submission of plans and specifications
and final "as-builts" to the District by the Developer /Owner or their project
engineer, shall also be provided in electronic media form such as “CAD” drawing
files and ”Word” documents, as acceptable to the District.

2. Variances:

All applications shall include any accompanying letters requesting any needed
variance or waiver requests from this or other applicable codes.

3. Plan Check:

Plans and specifications shall be checked by the District, in a reasonable and
timely manner, in order to determine their consistency with the District
Comprehensive Plan, this Regulation, and their suitability for submittal to the
State of Washington Department of Health (DOH).

4. Corrections:

Any corrections or additions deemed necessary by the District will be made
known to the applicant via editing of the plans or by written correspondence.
Then one copy of the edited plans and specifications will be returned to the
Developer /Owner. Upon receipt of four sets of the corrected plans and specifications, the District will sign or initial same as approved and return one working set to the Developer /Owner or designated agent. At any stage where filing or pre-approval of plans by other agencies is required, the Developer /Owner shall be responsible for making such submissions (after District approval) with copies of submittals being provided to the District.

5. **District project management and/or administration:**
In all cases of system development, expansion, or extension, the District shall establish a project account and all costs and expenses incurred by the District including, but not limited to, design, design review, project management and administration, supervision, inspection(s), other agency review, fees, etc. shall be assigned to the Project account and billed to the Developer /Owner. All such billings and associated penalties, late charges, etc., must be paid in full prior to final approval and acceptance of the project by the District. All regular project billings of the District shall minimally be payable on terms of 30 days/net/18% compounded thereafter.

6. **Construction Inspection & Testing:**
Both during and upon completion of the construction, the improvements shall be inspected by the District, as well as the Project Engineer, and upon completion, undergo flushing and testing as required by the District, applicable Regulation, and/or the project's engineering specifications.

7. **Grading of roads:**
Developer shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the District in writing during construction of any changes, which may be contemplated. If the Developer changes the subgrade elevation of the road after completion of the water main construction, or any part thereof, Developer agrees to raise or lower the water main and/or water services as required by the new subgrade elevation at no cost to the District. This obligation shall remain in full force and must be satisfied prior to Final acceptance of the project by the District.

8. **Connection to Existing Mains:**
Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the District water system is desired, application for permission to make the actual connection to the District water system in a specified time shall be made by Developer or his/her contractor to the District. All connections to the existing system and all testing of the new line must be with the authorization of and in the presence of the authorized representative of the District. Opening of valves and use of water from the District water system will be done by the District and/or its authorized representative. The District reserves the right to require that connections be made by "Hot Tap" where disruption of water service would, in the opinion of the District, be unduly detrimental.
G. Project Certification and "As-Built: Drawings:

All responsibility for providing line and grade and measuring for the "as-built" drawings and for providing final Project construction reports and certification shall rest with the Developer/Owner either directly or through the Project Engineer.

As-built drawings of the completed installation together with final certification and construction report(s) of the Developer/Owner’s Project Engineer shall be submitted to the State Department of Health (DOH) by the project engineer with a simultaneous copy to the District for review and approval before the improvements are considered for acceptance by the District. All estimations or projections of a project's potential for additional future service connections shall be provided to and be approved by the District prior to submittal to any other parties or agencies.

Two printed copies of the final "As-Built" drawings "to scale" shall be submitted to the District. Unless otherwise permitted by the District, they shall be drawn to scale with permanent ink on reproducible Mylar. Drawings must show lot, street/alley and easement dimensions. They must also show the location of all mains, valves, hydrants, standpipes, etc. as per the detailed project design approved by the District.

Unless otherwise approved in advance by the District, all final "As-Built" drawings shall also be provided in Computer Aided Design (CAD) drawing formats on CD, or other electronic/magnetic media means of transmission, acceptable to the District. All such submittals shall be provided to the District office after consultation as to form and format.

H. Conveyance to District:

Upon completion of the project improvements and approval of "as-built" drawings, and final engineer's certification/construction report, the title to the improvement(s) shall be conveyed to the District by the Developer/Owner via appropriate document(s) (Bill of Sale or conveyance, Quit Claim Deed, etc. as required by the District). The District may require that said conveyance be accompanied by a written statement or affidavit of the Developer/Owner that there are no unsatisfied claims or liens of any kind applicable to any of the improvements being conveyed. All easements required for the District to operate and maintain the constructed facilities shall also be established prior to final acceptance. The above may be satisfied by a single Easement and Facilities Conveyance document prepared or provided by the District.

I. Acceptance:

When all the stipulations and requirements as set forth in these regulations and the District Cross Connection Control Program, have been fulfilled, by the Developer/Owner, and applicable franchises, permits, easements, etc. are in place, the District will accept title to the improvements.
J. Recovery Contract(s):

Within 90 days of the District’s final acceptance and conveyance and approval of a project the Developer/Owner may submit a proposed Recovery Contract to the District consistent with the provisions of ARTICLE V, Section 5.01.A. herein below. In the event a Recovery Contract is not proposed, no recovery will be available.

SECTION 2.02 - PIPE SIZE, TYPE AND LOCATION

Every new water main served by the District water system and located in public rights-of-way, shall be at least 8 inches in diameter, except that 6 inch pipe may be installed as a connecting line between two larger existing dead-end mains for the purpose of improving circulation in the system; also except that 4-inch pipe extending not more than 300 feet beyond a public hydrant may be installed in a dead-end street, provided that no public hydrant is likely to be required thereon in the future by applicable fire flow regulations or requirements, and provided that there is no foreseeable need for extending said water main to additional services or to connect to mains in adjacent property for mutual improvement of water service.

In all cases, the size of supply and transmission lines shall be determined by the District. If a Developer/Owner is required to oversize a portion of a supply or transmission main, beyond that otherwise required by applicable laws, codes, or ordinances or beyond that which may be required to mitigate impacts to system capacity caused by the development project that triggers the need for main extensions or expansion of facilities, the District will, upon application thereto, agree to provide reimbursement for the additional costs of such over-sizing at such time that funds are available. For the purpose of determining over-sizing, the size of the smallest standard main shall be 8-inches. The developer shall submit a plan and request for such reimbursement, including specific over-sizing costs, for approval by the District, prior to the beginning of construction, or forfeit any further claim to such reimbursement.

All projects shall be constructed in accordance with plans and specifications approved by the District. All work within Island County right-of-way shall meet all applicable requirements and standards of the Island County Engineer for work performed in said right-of-way.

SECTION 2.03 - FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF VALVES AND APPURtenANCES

A. Fire Hydrants:

1. Public Hydrants, when required, shall be installed on all extensions of the District water system at the time such extensions are constructed. Hydrants shall, whenever feasible, be installed at intersections of a street or public road and/or at such intermediate points as will result in spacing between public hydrants in single family residential areas (i.e. zoned for 3 (three) dwelling units per acre or less) of distances not to exceed 600 feet, measured along road centerlines. Hydrant spacing in high density (i.e. zoned for greater than 3 (three) dwelling units per acre) Multi-Family Residential, Commercial or Industrial areas or zones
shall not exceed 300 feet.

2. Public Hydrants installed at the ends of dead end lines which are more than 300 feet in length may later be moved to conform to standard spacing requirements if the main is extended.

3. All Public Hydrants shall stand plumb. The lowest outlet shall be no less than 18 inches above grade and shall have no less than 36 inches of clear area around the hydrant for clearance of the hydrant wrench on any outlet and the control valve. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the pumper port shall face the most likely location of the fire truck while pumping.

4. In general and where practical, Public Hydrants shall be located 6 feet from the right-of-way line in streets where the right-of-way or easement is 50 ft. wide or greater, and 1 foot from the right-of-way line in streets where the right-of-way or easement is less than 50 ft. wide.

5. Hydrants shall when possible meet District and Fire Department standards to ensure compatibility with local fire equipment, procedures and maintenance.

B. Blow-Off Valves:

Blow-off valves shall minimally be installed at the end of all dead-end lines except where there is a Public Hydrant on the end of said line. Additional blow-off valves or assemblies shall be installed as may be required by the District, the Project Engineer, and/or applicable codes, design guidelines, or other specifications.

C. Gate or Water Control Valves:

Generally, Gate Valves shall be placed on all branches from feeder mains, between mains and Public Hydrants, between mains and reservoirs, and between mains and pumps. In line Gate Valves shall be installed at a spacing of no more than 1000 feet unless waived or modified by the District. An in-line gate valve shall be located at the end of all dead-end lines to permit shut-off prior to future extension as determined by the District.

D. Tees and Crosses:

Tees and crosses shall be provided at all locations where future extensions, in the judgment of the District, may occur.

E. Pressure Reducing Valves

1. Main line pressure reducing stations shall be built according to the District specifications and approved as to size by the District, and shall be installed where
required, to limit a maximum line pressure of 150 psi, or as otherwise required or permitted by the District.

2. Individual pressure reducing valves are the responsibility of the Owner for all services on mains with a pressure of more than 80 psi and should be located according to District specifications.

SECTION 2.04 - EASEMENT REQUIREMENTS FOR WATER MAIN INSTALLATION

All easements necessary for the construction, and operation of any mains or water/sewer lines or facilities proposed for acceptance and ownership by the District, shall be obtained or provided by the Developer/Owner and shall designate the Freeland Water and Sewer District as a beneficiary. Mains shall be located in easements only when it is not possible or feasible to locate them in existing public rights-of-way, or when they are located in an area or on a path preferred by the District.

ARTICLE - III: REQUIREMENTS FOR SERVICE CONNECTIONS

SECTION 3.01 - FRONTAGE AND REQUIREMENTS FOR PERMANENT CONNECTIONS

Any Owner desiring a permanent connection to a main served by the District Water System must have, by ownership or easement rights, at least 15 feet of frontage on a street, public right-of-way, or easement in which the main is located. If requested by the District, Said Owner must provide a legal description and map of the property to be served, together with sufficient evidence of ownership thereof, to the District.

Water mains served by the District Water System shall extend across the full frontage of the parcel whose Owner desires a permanent connection and/or across the full frontage of any property that may lie between said parcel to be served and the street, or road, or easement, in which the main lies. If the property to be served is part of a recorded plat, the water mains serving or about to serve the plat must be laid across the full frontage of all lots before any water service connections will be made to any of the lots. On dead-end streets, the District Water System must extend all the way to the curb line at the street's end before any property at the end of said street may be connected to water mains. The District may waive, at its discretion, the requirement for full frontage coverage for proposals that involve only one single family residence on one parcel or in any case where, in the District’s judgment there is definitely no likelihood of future main extension beyond the subject property, nor any likelihood for future development of more than one single family residence on the subject parcel.

For the purposes of this Article III the term parcel shall mean an existing or proposed lot, tract, or property of record. Existing parcels are those contained in the Assessor's plat of Island County, which have been assigned descriptions and numbers for tax purposes by the Island County Assessor. Proposed parcels are those shown delineated or described in any proposed Plat,
Short Plat, Binding Site Plan, or other approved form of subdivision. Parcels may not be unilaterally described by an owner as a portion of an existing parcel.

SECTION 3.02 - TEMPORARY CONNECTIONS ON PROPERTY ABUTTING AN EXISTING MAIN

Temporary connections may be approved, at the sole discretion of the District, for existing parcels upon which no more than one (1) Single Family Residence (SFR) connection is proposed, and which do not meet the requirements of Section 3.01 as to frontage. For such temporary connections under this section, the Owner shall make payment to the District an amount equal to $75.00 per foot of "equivalent frontage", in addition to the established for Service Connection Charge’s, and shall convey to the District by easement such rights-of-way, or easements as the District may require. The District shall determine which of the following methods or combinations thereof will be used to find the Front Footage, or apply such other formula, as the District deems fair and reasonable.

A. The average width of the tract measured parallel to the water main to which connection is desired.

B. The actual frontage on another street or road right-of-way in which no water main exists, but where the construction of such main is planned or may be reasonably anticipated.

C. The actual frontage on a proposed street or road for which the Owner shall convey a right-of-way or easement to the District for utility purposes or to Island County for road and utility purposes. The width of any such granted right-of-way or easement being as determined by the recipient or beneficiary thereof.

Upon payment by an Owner of the above-specified Temporary Connection Fee, receipt, thereof, shall be given by the District, describing the property for which payment has been made. In the future, if a new main is constructed by the District from which service can be taken, the Owner may connect to it by installing a new service line to a new meter location determined by the District and by giving a written request to the District for the change in meter location.

In the alternative the District, may unilaterally re-locate said meter and connection to the new main once it is installed. There shall be no additional Service Connection Charges for the relocation of the meter or connection by the Owner or the District. The Owner, however, shall be responsible for any cost of construction associated with said meter re-location if initiated by the Owner. Upon re-location of a temporary service, the old temporary service shall be disconnected. No refund shall be made to the Owner if the Owner’s fair share of the cost of constructing said new main is less than the payment to the District. If the actual main extension cost to the District exceeds the above temporary cost neither shall the District claim any additional amount due.

SECTION 3.02A TEMPORARY CONNECTIONS FOR A PARCEL THAT DOES NOT ABUT A PUBLIC ROAD OR ROAD EASEMENT
Temporary connections may be approved, at the sole discretion of the District, for existing parcels upon which no more than one (1) Single Family Residence (SFR) connection is proposed, and which do not meet the requirements of Section 3.01 as to frontage or section 3.02. For such temporary connections under this section, the Owner shall make payment to the District an amount equal to $75.00 per foot of "equivalent frontage", in addition to the established charges for service connections. The owners of the parcel shall be required to provide to the District a signed No Protest agreement against the parcel for any District main extension that passes their parcel for a term of twenty (20) years to be a recorded lien against the parcel by the District. In addition the owner agrees to pay an additional amount per foot of the cost of the extension at the time of a main extension less the $75.00 per foot already paid.

SECTION 3.03 - METER AND SERVICE CONNECTION SIZES

The size of a service connection and meter shall be determined by the flow rate needed to adequately service the project

MULTIPLE UNIT RESIDENTIAL & COMMERCIAL PROPERTIES OR PROJECTS

Multi-Family housing projects and new Commercial projects shall minimally be served by one metered connection per existing or proposed lot or parcel of record. Within any one Parcel new Commercial or new Multi-Family projects may be serviced by metered connections only in such manner as determined and approved by the District. Options available to the District include, but are not limited to, the following:

1. One metered connection per each detached building; or

2. One meter for each dwelling unit or each commercial business unit; or

3. Such number of meters, above the minimum of one per building, as determined by the District.

The pipe size for a service connection shall be not less than the size of the meter as set forth in the Application for Water. At the discretion of the District, larger pipes may be required to be installed to provide water to more than one meter from a single connection.

A separate General Facilities Charge shall be required for each metered connection. The maximum allowable distance from the water main to the meter shall be 60 feet. Any service connection of greater length shall be approved by the District prior to installation.
SECTION 3.04 - WATER METER LOCATIONS

A. All water meters shall be placed in service in the public right-of-way or easement in which the mains of the District water system are situated. In the opinion of the District it would be mutually benefiting to the District and the Owner to locate the meter on private property. In the event that a meter is located on private property, the Owner shall provide such easement(s) or other documentation deemed necessary by the District clearly establishing that the District has the right of entry to inspect, service or remove the meter or to open or close the service valve at any time. At no time shall access to the meter be obstructed. It shall be the responsibility of the Owner to protect the meter from damage, and to keep access to meter area clear at all times.

Where a meter is located on private property, the District may at its discretion and, at the Owner’s expense, install a valve at the property line. Unless governed by a written agreement stating otherwise, maintenance and repair of lines and facilities on private property by the District shall be billed to the Owner.

B. All water meters to be serviced and read by the District shall be purchased through the District to insure compliance with standard specifications regarding accuracy, connectors and inter-changeability. Such purchase may be made directly from the District or from a source approved by the District.

SECTION 3.05 - DEVELOPER-INSTALLED SERVICE CONNECTIONS

A. Developers of new subdivisions, or multi-family or commercial developments, who desire connection to the District water system shall be required to install all service connection lines and meter boxes (excluding meters) prior to construction and/or paving of streets or roads.

B. If not installed at the time of main development, meters approved by the District shall, at the District’s discretion either be supplied to the District for later installation or the Developer shall pay to the District such amount as needed to buy and install such meters when actually needed for building development.

C. Developers shall, with District approval, install and test all service connections, including meters and meter boxes. Said service connections shall be shown on final project drawings, and be included in the Developer/Owner’s conveyance to the District. All service connections shall be made with a corporation stop at the District main. All Service connections shall be made in accordance with District Specifications unless otherwise approved by the District. The District may, at its discretion, accept delivery of, or payment for, approved non-installed meters, in lieu of actual installation thereof.

D. The General Facilities Charge shall be paid when Application for Water is made.
ARTICLE - IV: REQUIREMENTS FOR
UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)
& INCORPORATION OF PRIVATE WATER SYSTEMS

SECTION 4.01 - UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)

Any ULID set up for the constructing of a water main which is to become a part of the District water system shall meet all the requirements as set forth under this Regulation and the District’s Specifications for constructions and materials, and applicable Federal, State and County Laws.

SECTION 4.02 - EXISTING PRIVATE WATER OR SEWER SYSTEMS

Any Owner wishing to connect a private water system to the District water system, or wishing to have the District adopt or accept any existing water, sewer, or other utility system, shall, if such proposal is approved by the District, convey to the District all right and title to said water/sewer system, together with any associated, or necessary Groundwater Rights, licenses, permits, plans, specifications, "as-builts", and approvals. The District’s acceptance of such system shall be at the District’s sole discretion, and may include, but not be limited to, the following conditions:

A. That written Certification be provided by the Owner that the construction and all materials used to construct said system meet or exceed current Federal, State, Local, and District standards and specifications;

B. That an accurate and full set of "as-built" drawings of said system together with complete and current satisfactory facility and water quality testing results be submitted to and approved by the District;

C. That written approval and verification of all applicable Federal, State and Local Agencies with jurisdiction as to the suitability of the system for public use be obtained and submitted to the District;

D. That such engineering or other professional certifications and assurances as deemed necessary by the District be provided regarding the system's design and construction and its consistency with all applicable Federal, State and Local plans, standards and laws.

The District may require existing private systems to be upgraded to meet all current requirements before conveyance of said system will be accepted by the District. The District shall be allowed free access for detailed inspection of all facilities proposed for conveyance to the District. The District may accept cash in lieu of upgrade in an amount equal to or exceeding the estimated cost of such upgrading as such cost is determined by the District upon review of existing system plans.

The Owner(s) shall agree to pay all costs incurred by the District in the administration, review, verification and certifications involved in determining the suitability of the system for acceptance or adoption by the District. Owner(s)) shall also pay any and all legal or administrative costs
involved in negotiating and perfecting the transaction including, but not limited to the
preparation of all conveyance documents and title reports and insurance.

ARTICLE - V: RATES AND CHARGES

SECTION 5.01 - CONNECTION CHARGES

In addition to the General Facilities Charges and Service Connection Charges, an Owner of
property fronting on a main for which the said property has neither been assessed nor otherwise
paid its "pro-rata share" of the cost of said main may be required to pay a Local Facilities Charge
to the District as a condition to the right to connect to said main. Said charges may be collected
either for the benefit of the District or for private persons who have paid the cost of constructing
said main and have entered into a recovery contract with the District.

A. Recovery Contract

After the District has accepted title to an Owner developed water main, the
Developer/Owner has 90 days to present an acceptable recovery contract to the District,
in which the District agrees to collect the therein specified "pro-rata cost share" or Local
Facilities Charge of this newly constructed water main from the owner of any benefiting
property, who did not contribute to the original cost of the improvement and who desires
to connect to the main during a period of time consisting of no more than 15 years.

This 15-year period of time shall begin on the date the contract has been executed by the
District and the Developer/Owner, and final acceptance of work by the District, and the
original thereof is filed with the District, and/or is recorded with the Island County
Auditor. If the document is recorded with the County Auditor by the District, then the
date of such recording is the date said 15 years commences. In any case, any statutory
limits on the duration of such recovery contracts in effect at the time shall over-ride those
specified herein.

Monies collected by the District pursuant to recovery contract provisions shall be paid to
the original Developer/Owner of said water main, their personal representative(s),
designees, or assigns as may be specified in the said recovery contract, within (60) sixty
working days after each collection.

There shall be a minimum additional charge of 10% by the District for making each
collection, which additional charge shall be paid by the Developer/Owner and shall
belong to the District. Said 10% collection charge will be taken by the District from the
moneys collected before forwarding same to the applicable Developer/Owner’s, their
heirs, successors, or assigns.

Upon acceptance by the District of the title to the subject improvements, the District will
notify, by delivery of a copy of these rules or other means, to the Developer/Owner
thereof, of the above right to enter into a recovery agreement with the District. If no
action is taken by the developer within the 90 days provided for above, the right to enter
into a recovery agreement shall be forfeited. Each Recovery Contract is subject to the following conditions:

1. Owners requesting the District to make the above cited collections on their behalf shall submit to the District for acceptance a contract to be known as a Recovery Contract. The contract shall describe the improvements made and stipulate, by legal description, those non-participating and benefiting properties which shall thereafter be required to pay the applicable and stated "fair pro-rata cost share" or "surcharge" to be collected by the District. The contract shall also specify, by legal description, as applicable, those properties by legal description and/or Owners thereof to whom payment of collected charges shall be made.

2. The "fair pro-rata cost share" for recovery contracts and the formula for computation thereof shall be specified in or otherwise be a part of the recovery contract between the District and the Developer/Owner of the improvements in question.

If Front Footage is the basis of such formula "Fair pro-rata cost share" is defined as the total actual cost of the improvements including, but not limited to, design, permits, fees, construction, engineering, administration, legal fees, finance costs, etc. related to construction and to conveyance of the mains to the District, divided by the number of feet of frontage of all property along or parallel to the main which may reasonably be expected to benefit by a connection thereto for water service (including the participating properties). If any other formula or formulas are to be applied, they, and their justification, shall be specifically described in the contract and specifically applied to the specified non-participating properties.

3. In addition to the submission of the Recovery Contract, it shall be the responsibility of the Developer/Owner requesting such contract to show on the "as-built" drawings for the system those frontages and/or properties which are considered to have participated in said project and are not subject to future connection charges, as well as those which are. If any of the tracts subject to recovery are corner lots or irregularly shaped so as to make determination of benefiting frontage or area difficult, a fair "equivalent frontage" or other formula and resultant amount shall be specified in the contract.

In the computations of "fair pro-rata cost" share this equivalent figure shall be used and shall be shown on the drawings.

4. Each recovery contract shall be reviewed and approved by the District which process may include review by the District’s Attorney, Certified Operator, Administrator, and Engineer, all at the expense of the Developer/Owner. For this purpose, the Developer/Owner shall submit all necessary documenting data on the actual cost of construction, as well as the costs of conveyance and any statement/affidavit required by Section 2.01 (H). The District shall request such changes in the contract, as it deems necessary, or required by law and principals
of equity, and shall accept and/or execute such contract only after such changes, if any, have been made.

5. Every recovery contract shall include language which indemnifies the District and holds it harmless from any legal challenge to the sufficiency, fairness, or enforceability of said contract, and which specifies that any and all costs associated with the defense of any such legal challenge and any and all awards or judgments arising therefrom, shall be the responsibility of the Developer/Owner seeking to protect the recovery therein established.

6. Every contract shall specify any and all exemptions from recovery as per Section B below.

7. Every contract shall include a provision requiring that every two years from the date the contract is executed, the Developer/Owner entitled to reimbursement shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract.

B. Enforcement of Recovery Contract Collections

The District shall not waive any collections required by a recovery contract and shall exercise reasonable vigilance to assure that payment of fair shares is not evaded. In general, unless exempted herein below or by operation of law recovery contracts shall be applicable to all new service connections made directly to the mains which are subject to the recovery contract. The following circumstances, projects, and activities shall be exempt from recovery contract provisions.

1. The connection in any manner or direction of additional mains to the mains otherwise subject to a recovery contract if said additional mains are constructed in a public right-of-way or easement of the District, existing at the date of acceptance of the recovery contract; or

2. Any improvements or additions to or extensions of the Subject Mains conducted, authorized, or required by the District, which in the opinion of the District provides benefits to the overall operations to the District water system.

If, as a result of the existence of two or more mains under separate recovery contracts, any property may be reasonably served from more than one main, the District shall first determine from which main service is to be supplied based on proximity, topography, natural features, ease of future service, meter location, and other such reasonable factors. All other factors being equal, including distance, the Owner of the property may choose to be connected to a particular main and the pro-rata share will be collected under that contract only.
E. Connection Charge for Partial Water Line Extensions

Under special circumstances, such as at pressure zone separations, the District may permit only a portion of a water main extension to be constructed. In such cases, the Developer/Owner(s) shall deposit a sum of money calculated by the District per approved plans, for the portion of frontage not covered by the extension but required to be covered under Sections 2.01B and 3.01 of this Regulation. Said sum shall be used by the District to pay the developer's portion of a future extension past the frontage not covered by the partial extension.

No refund shall be made if the Owner’s future fair share of the cost is less than the payment to the District, neither shall the District claim any additional amount due if it incurs a greater cost for such future extension construction.

SECTION 5.02 - GENERAL FACILITIES CHARGES

For all Parcels where there is no water service, General Facilities Charges shall be as follows:

General Facilities Charge, by water meter size

<table>
<thead>
<tr>
<th>Meter size</th>
<th>factor</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4 inch</td>
<td>1.0</td>
<td>$7,140</td>
</tr>
<tr>
<td>1 inch</td>
<td>2.5</td>
<td>$17,850</td>
</tr>
<tr>
<td>1 1/2 Inch</td>
<td>5.0</td>
<td>$35,700</td>
</tr>
<tr>
<td>2 inch</td>
<td>8.0</td>
<td>$57,120</td>
</tr>
<tr>
<td>3 inch</td>
<td>16.0</td>
<td>$114,240</td>
</tr>
<tr>
<td>4 inch</td>
<td>25.0</td>
<td>$178,500</td>
</tr>
</tbody>
</table>

If the customer needs to increase the meter size they will be required to pay a prorated General Facilities charge. There will be no refund made to customers who reduce the meter size.

1. The District shall accept an Application for Water on the condition that the owner will start construction within one year. The owner shall submit with the Application for Water a check or money order for the Service Connection Charges established by the Board. If the customer fails to start construction within the prescribed period, the application will be voided and the District will refund the amount paid by the owner, less any costs incurred by the District, to the Owner without interest. Where circumstances presented to the District Board in writing, an extension to the Application for Water may be granted for a period up to six months.
2. General Facilities Charges do not include any of the costs of labor, parts or materials of making the necessary installation nor is the cost of the applicable meter or meter box included in these fees. The Owner shall be responsible for all installation costs. Such billable costs include but are not limited to, excavation, tapping the main line, installing meter box, meter, fittings, and valves, pipe and laying pipe, inspections and testing, pressure reducer(s), backflow prevention devices or check valve(s) if required or ordered, nor shall it include connections requiring the laying of pipe beyond a property line from the main.

Generally, an applicant will hire the services of a licensed contractor to perform all such work under the inspection of the District.

If any property or parcel, regardless of zoning, is not within the District Boundaries, then an additional General Facilities Charge of $3,000 is required above the normal General Facilities Charge for each service connection.

SECTION 5.03 - WATER EXTENSION ADMINISTRATION, REVIEW, AND INSPECTION CHARGES

All persons who extend the District water system shall pay for inspection thereof at no cost thereof to the District. All District related or incurred costs or fees associated with water main extensions or connections shall be paid prior to final acceptance of the mains by the District and prior to use.

SECTION 5.04 - WATER USE Rates or charges for water use shall be based on a fixed Base Rate for each billing period and on the quantity consumed during each billing period as hereinafter defined.

The Base Rate will increase annually based on the December Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bremerton Washington area for All Urban Consumers and will be effective January 1st of each year. In the event the CPI should go down, no increase or decrease will occur until such time the CPI goes back up.

The consumption and use of all water taken from the District water system shall be metered at every connection to said water system. All water taken from the system at any point or from any hydrant on temporary or permanent basis shall also be measured.

In addition, the monthly or periodic regular base rate and consumption charges for new service to properties outside the District Boundaries shall be three times the amount applicable to properties within the boundaries of the District. Any service to properties outside the boundaries of the District shall be a the sole discretion of the District and may only be approved by the District Board at a public meeting. In all such cases the owners of the applicable properties shall submit a signed annexation petition and/or agreement in such form as acceptable to the District.

Service connections to parcels outside the District boundaries that were in effect as of March 14, 2002 shall continue to pay only twice the usage charges.
A. Billing Period

The billing period for single and multi-family residential customers within the District’s Freeland service area shall be three months and the Harbor Hills, Sunnyview Farms, Freeland commercial and multi-family billing period will be two months.

B. Billing Increments

Charges for water used shall be computed based on consumption.

C. Rates

FREELAND WATER AND SEWER DISTRICT

QUARTERLY RESIDENTIAL METERED WATER CONSUMPTION RATE

<table>
<thead>
<tr>
<th>Consumption</th>
<th>Quarterly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1500 cubic feet</td>
<td>$1.35 per 100 cubic ft.</td>
</tr>
<tr>
<td>1501-3000 cubic feet</td>
<td>$1.70 per 100 cubic ft.</td>
</tr>
<tr>
<td>3001-4500 cubic feet</td>
<td>$2.05 per 100 cubic ft.</td>
</tr>
<tr>
<td>4501-6000 cubic feet</td>
<td>$2.45 per 100 cubic ft.</td>
</tr>
<tr>
<td>Greater than 6000 cubic feet</td>
<td>$2.85 per 100 cubic ft.</td>
</tr>
</tbody>
</table>

QUARTERLY RESIDENTIAL BASE RATE PER UNIT

| Quarterly Charge | $ 38.36 |

Multi-family residential units in existence as of June 14, 2010 that are served by a single meter shall be subject to a quarterly base rate equal to the number of dwelling units served by that meter times the single family quarterly base rate. To determine water consumption charges, the total consumption shall be divided by the number of units in the multifamily dwelling and that average consumption shall be applied to the consumption rate table above. Example: If four units are served by a single meter, the quarterly charge would be four times $38.36 (the single family base rate as of January 1st, 2013), or $150. If that multifamily dwelling unit consumed 7000 cubic feet in a three month period, the first 6000 cubic feet would be charged at the rate for 0-1500 cubic feet of water consumption and the remaining 1000 cubic feet would be charged at the next highest rate.
FREELAND WATER AND SEWER DISTRICT

BI-MONTHLY COMMERCIAL WATER CONSUMPTION RATE

<table>
<thead>
<tr>
<th>Consumption</th>
<th>Bi-Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 cubic feet</td>
<td>$1.35 per 100 cubic ft.</td>
</tr>
<tr>
<td>1001-2000 cubic feet</td>
<td>$1.70 per 100 cubic ft.</td>
</tr>
<tr>
<td>2001-3000 cubic feet</td>
<td>$2.05 per 100 cubic ft.</td>
</tr>
<tr>
<td>3001-4000 cubic feet</td>
<td>$2.45 per 100 cubic ft.</td>
</tr>
<tr>
<td>Greater than 4000 cubic feet</td>
<td>$2.85 per 100 cubic ft.</td>
</tr>
</tbody>
</table>

**BI-MONTHLY COMMERCIAL BASE RATE**

<table>
<thead>
<tr>
<th>Meter Size/Type</th>
<th>Bi-Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾ or 1” meter</td>
<td>$63.94</td>
</tr>
<tr>
<td>1 1/2” meter</td>
<td>$127.87</td>
</tr>
<tr>
<td>2” meter</td>
<td>$204.60</td>
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<tr>
<td>3” meter</td>
<td>$409.20</td>
</tr>
<tr>
<td>4” meter</td>
<td>$639.37</td>
</tr>
<tr>
<td>6” meter</td>
<td>$1,278.75</td>
</tr>
<tr>
<td>8” meter</td>
<td>$2,046.00</td>
</tr>
</tbody>
</table>

The base rate penalties for all Commercial customers exceeding 1 ERU shall be calculated on $63.94 per each additional ERU.

EXAMPLE: A 2” meter with 8 ERU’s, the base rate would be $652.18 – Base of $204.60 plus 7 ERU’s at $63.94 = $447.58 for a total base of $652.18.

HARBOR HILLS WATER BI-MONTHLY RESIDENTIAL METERED WATER CONSUMPTION CHARGES

**BI-MONTHLY CONSUMPTION RATE**

<table>
<thead>
<tr>
<th>Consumption</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10,000 gallons</td>
<td>$2.10 per 1,000 gallons</td>
</tr>
<tr>
<td>10,001-20,000 gallons</td>
<td>$3.50 per 1,000 gallons</td>
</tr>
<tr>
<td>20,001-30,000 gallons</td>
<td>$3.80 per 1,000 gallons</td>
</tr>
<tr>
<td>30,001-40,000 gallons</td>
<td>$4.55 per 1,000 gallons</td>
</tr>
<tr>
<td>Over 40,000 gallons</td>
<td>$4.90 per 1,000 gallons</td>
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</tbody>
</table>

**ADDITIONAL FIXED BI-MONTHLY RATE**

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Residential-Base Rate</td>
<td>$71.61</td>
</tr>
<tr>
<td>Residential Capital Improvement Fund</td>
<td>$17.00</td>
</tr>
</tbody>
</table>
SUNNY VIEW FARM FIXED RATE

Bi-monthly rate (non-metered) $66.49

ARTICLE - VI: ENFORCEMENT

SECTION 6.01 - FAILURE TO REPAIR OR REPLACE PRIVATE WATER LINES OR FIRE PROTECTION LINES THAT ARE NOT METERED

If any repair or replacement of a private water service is not made within 30 days after official notice has been given to make such corrections, the District may cause the water service to be disconnected.

Owners of property connected to the District water system are responsible for the maintenance and repair of all water lines on their properties, including the area around their water meter, which have not been formally conveyed (together with associated easements and/or agreements) to the District in accordance with these rules. This responsibility commences at the property line or right-of-way/easement boundary regardless of meter location.

One-Time Exception: Customers may submit requests for a one time only 50% consideration on a water bill caused by leakage on the Customer's side of the property line or meter box as the case may be. The customer must submit a written request to the Board regarding water usage during any given billing period caused by a leak. To be considered, the District requires that the leak be repaired within a reasonable time. The District Board will review any letter for consideration at their next held regular monthly meeting. If the requested consideration is granted, it will be noted on the customer's billing file as a one-time only lifetime credit due to leak. The District will respond with a letter to the customer and post the credit accordingly to the customer account.

SECTION 6.02 - GENERAL CHARGES

Any future changes or additions to District water system, whether inside or outside the legal limits of the District, must conform to the Comprehensive Water System Plan established by the District Board.

SECTION 6.03 - DISCONTINUANCE OF SERVICE

The District may refuse or may discontinue service to any customer for violation of any provision of this Regulation, or for failure to pay bills when due. The District may limit, refuse or discontinue service to any customer who requires or uses such volume of water that water service to any other customer may be thereby impaired.

The District shall discontinue service to any customer who makes an unauthorized connection to the District water line, bypasses a District water meter or in any other way, misappropriates District water, or fails to comply with District water conservation actions or orders. An illegal
connection fee of $1,000.00 will be paid in addition to the Service Connection Charges on any illegal connection.

Discontinuance of service for any cause stated in this Regulation shall not release the customer from his obligation to the District for payment of bills or charges. Whenever service is discontinued, as provided above, the customer shall be charged for the discontinuance.

Restoration of service, at the customer's request and after payment of all bills due, shall be done at the convenience of the District, and an additional charge shall be made for this service.

Restoration of service, at any time other than regular business hours shall be charged at actual costs, but in no case shall the charge be less than $50. A customer who wishes to shut off water service shall give at least three days’ notice to the District. No charge will be made for shutting off the supply. A customer, who shuts off water service and then later requests restoration of service at the location, shall be charged $50 for such restoration of service.

Any customer who permanently terminates water service will have to re-apply by submitting an Application for Water and paying any Service Connection Charges as determined by the District.

SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE WHERE ACCOUNT DELINQUENT

It shall be the duty of the District to keep accounts with all consumers of water; to enter on such accounts all charges and penalties. The District shall provide for proper accounts with all consumers of water, and every sixty days or less, compile a statement of the names and property of such consumers as are delinquent, and shall forthwith cause that service of these consumers to be discontinued.

Delinquent accounts interest rate shall be in accordance with RCW 57.08-081(3) in addition to late fees on the unpaid balance. NSF fee shall be subject to current rate charged by Whidbey Island Bank.

An account shall be deemed delinquent if not paid within thirty (30) days following the date of billing. There shall be a further ten percent (10%) service charge for a Water Shut off Notice. Water connections shall be cut off thirty days after an account becomes delinquent and remains unpaid. A shut off charge of $50.00 will be added

SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES

All water rates will be charged against the premises for which the service was installed. All charges for water, when the same become delinquent and unpaid, shall be a lien against the premises to which water service has been furnished.

The District will certify such delinquencies to the Treasurer, Island County, Washington, to fix a lien against the property affected for the amount of the rates or other charges unpaid plus lien
fees and penalty of an additional 12 percent of such other charges unpaid plus interest at the rate of 12 percent per Annum from the date of each delinquency which shall be a lien against the property on which the service is received, subject only to lien for general taxes.

The foregoing provisions shall be in addition to the authority provided by law, to bring suit for foreclosure where rates and charges for water supplied and penalties are delinquent for a period of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW 57.08.090.
<table>
<thead>
<tr>
<th>INDEX</th>
<th></th>
</tr>
</thead>
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<tr>
<td>ARTICLE I General</td>
<td>PAGE</td>
</tr>
<tr>
<td>SECTION 1.01 Definition</td>
<td>1</td>
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