

FREELAND WATER & SEWER DISTRICT REGULATIONS

Per adopted Resolution 12-001-2024

ARTICLE - I: GENERAL

SECTION 1.01 - DEFINITIONS

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

"Application for Water Service" is a standard District form to summarize necessary information about the party(s) applying for water service and to relay pertinent information to the applicant regarding terms and conditions of service.

"Accessory Dwelling Unit" (ADU) means a dwelling unit, situated on the same parcel as a single family dwelling, shares a common access point with the single family dwelling and which cannot be segregated or separately sold, transferred, given, or otherwise conveyed unless the lot is of sufficient size to meet base density and other Island County Code requirements. ADUs may include recreational vehicles, travel trailers, or tiny homes on wheels depending on utility connections and degree of residency.

ADU's must also conform to Island County Code Chapter 17.03, RCW 36.70A.680 and RCW 36.70A.696, except when DISTRICT regulations are more restrictive.

"Commercial and Industrial Property" shall include hospitals, hotels, long-term care facilities, and facilities not used for residential purposes.

"Customer Leak" is an unintentional water loss caused by broken and/or malfunctioning plumbing fixtures or pipes on the OWNER'S side of the water meter.

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

"District Water System" shall mean the water system^s belonging to and/or managed by the Freeland Water & Sewer District.

"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 & Sewer District to provide professional engineering design, review, or management, services to the DISTRICT, or its designees.

"Equivalent Residential Unit (ERU) " shall mean the average daily consumption rate of single-family residences within the DISTRICT over the past five-year period.

1 **"Local Fire Protection Authority"** or "Fire Department" shall mean the fire district, directly
2 responsible for the fire protection within the boundaries of the Freeland Water & Sewer
3 District.
4

5 **"Fire Flow"** means the rate of water delivery needed for the purpose of fighting fires in addition
6 to requirements for normal domestic maximum instantaneous demand as referenced in
7 those rules or guidelines published by the State Department of Health entitled "Design
8 standards for public water supplies."
9

10 **"Living Unit" or "Dwelling Unit"** shall mean a single-family living area including a single-
11 family residence, an apartment, a motel or hotel unit, a trailer, or a manufactured home.
12

13 **"Multiple Unit Commercial Property"** shall refer to a single property occupied by more than
14 one COMMERCIAL and/or INDUSTRIAL activity.
15

16 **"Multiple Unit Residential Property"** shall refer to a parcel with one or more structures
17 equipped for occupancy by more than one LIVING UNIT and shall be synonymous with
18 multi-family dwelling, high density dwelling, duplex, triplex, apartments, etc.
19

20 **"Owner"** shall mean the person, partnership or corporation owning the particular PREMISES to
21 which water is being or is to be furnished.
22

23 **"Parcel"** shall mean an existing or proposed lot, tract, or property of record. Existing parcels
24 are those recorded by the Island County Assessor, which have been assigned descriptions
25 and numbers for tax purposes. Proposed parcels are those shown delineated or described
26 in any proposed plat, short plat, site plan, planned residential development, or other form
27 of subdivision, in process of being created.
28

29 **"Premises"** is defined as the land and one building under one continuous roof together with
30 such other service buildings as are used only by the occupants of the principal building,
31 including rent-free guest houses occupied less than three months of the year EXCEPT
32 that "Premises" may be otherwise defined in writing in a special contract between the
33 OWNER and the DISTRICT for the furnishing of water to such PREMISES through a
34 water meter.
35

36 **"Private Service Lines"** are defined as all water lines extending from a DISTRICT main which
37 have not been formally conveyed to or accepted by the DISTRICT, or which are not
38 located in public rights-of way nor in easements dedicated to the use of the Freeland
39 Water & Sewer District.
40

41 **"Project Engineer"** shall mean a professional engineer, licensed in and by the State of
42 Washington who is engaged to provide professional engineering design, review, or
43 management, testing, and certification services related to a specific water and/or sewer
44 project. The project engineer may or may not also be the "DISTRICT Engineer".
45

46 **"Residential Property"** shall refer to those properties or premises intended for human
47 habitation.
48

1 **"Service Connection Charge"** is the base connection fee charged by the DISTRICT for all new
2 service connections to existing water mains owned and/or operated by the DISTRICT. It
3 is the fee charged after all other obligations have been met and an OWNER wishes to
4 have a meter installed in an existing meter box to commence the drawing of water from
5 said main. The Service Connection Charge includes the cost of the water meter, but does
6 not include the costs of labor, parts or materials needed to install a water service (the
7 connection between the water main and meter box).

8
9 **"Service Installation Fee"** This is the sum of costs to install a meter box and connect the meter
10 to the water main.

11
12 **"Temporary Connection Fee"** provides a temporary connection during construction or
13 development of a site. It shall be charged at the same rate as the Service Connection
14 Charge. Other charges for Temporary Connection may be imposed by the DISTRICT on
15 a case-by-case basis as determined by the DISTRICT. Upon completion of construction,
16 the cost of the Temporary Connection Charge can be applied toward the permanent
17 connection.

18
19 **"Water Availability Notification"** is a letter provided by the DISTRICT to facilitate planning
20 of a DEVELOPER EXTENSION or planned multi-lot development project.

21
22 **"Water Availability Verification"** (WAV) is a Island County Health form issued by the
23 DISTRICT verifying a water share is allotted to a parcel to support an application for a
24 building permit. A WAV is valid for one year and will be issued to the OWNER or
25 AGENT once an APPLICATION FOR WATER is submitted and the SERVICE
26 CONNECTION CHARGE has been paid to the DISTRICT.

27
28 **SECTION 1.02 - SPECIFICATIONS**

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30 All construction specifically covered under these District Regulations and any related
31 construction which occurs as a part of or as a result of the work covered under these District
32 Regulations, shall be performed in accordance with all applicable State and County codes and
33 with the "Standard Specifications for Municipal Public Works Construction", as prepared by the
34 Washington State Chapter of the American Public Works Association, current edition or as
35 otherwise revised or superseded, and with the "General Specifications for Water Main
36 Extensions" of the Freeland Water & Sewer District.

37
38 **SECTION 1.03 - APPLICATION FOR WATER SERVICE**

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40 All parties wishing to connect to the DISTRICT WATER SYSTEM shall apply for such
41 connection on such forms and under such agreements as prescribed by the DISTRICT. Such
42 forms include, but are not limited to, the DISTRICT'S Application for Water Service, Island
43 County's Water Availability Verification Form, Preliminary Services Agreement, Developer
44 Extension Agreement, Recovery Contract, Easement and Facility Conveyance Agreement, and
45 Cross Connection Control Agreement. Minimally all applicants shall execute an Application for
46 Water Service and pay the SERVICE CONNECTION CHARGE. The size of the water meter to
47 be installed shall be determined by the DISTRICT.

48
49 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 the OWNERS and shall become delinquent if not paid by the due date 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 repair or maintain water service lines or appurtenances which are not part of 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 their property may have such extensions constructed by any of the following methods as may be determined appropriate and approved by the DISTRICT at its 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. OWNER OR DEVELOPER 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" assessments, fees, or surcharges by the DISTRICT per a "Recovery Contract" between the OWNER(S) and/or developer(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 "OWNER or developer 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" 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 District 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 Charges have been paid for each proposed connection and the District has the Washington Department of Health (DOH)- approved capacity to provide service.

In the case of any proposed main extension the DISTRICT shall have the option and right to include in the cost thereof a "Future Source and/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 then 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 (ULID) method of financing may be initiated either by resolution of the DISTRICT Board of Commissioners, or by petition of the property OWNERS as written in section 4.01, below
2. . All ULID projects shall be conducted and costs apportioned in such fashion as prescribed or permitted by State law.
3. **DEVELOPER EXTENSIONS:** Formal initiation of a project to be constructed privately by the OWNER(S) via a "Developer Extension" consists of filing a 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 these District Regulations and applicable State and County Codes (including but not limited to WAC 246-290), relating to pipe size, fire 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 OWNER or developer shall pay to the DISTRICT the amount of any applicable

SERVICE CONNECTION CHARGES and/or SERVICE INSTALLATION FEES, 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 Letters:

The DISTRICT, may, at its option, issue WATER AVAILABILITY NOTIFICATION letters to OWNERS other parties associated with a development project or applicable reviewing agencies indicating the availability of adequate potable water supply as of the 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 payment of SERVICE CONNECTION CHARGES and SERVICE INSTALLATION FEES and actual metered connection to the DISTRICT main.

E. Permits and Approvals:

For all new service connections and for all mains or line extensions, the developer and/or 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 OWNER or developer shall pay all fees associated or levied by agencies for the review of said permits or applications.

F. Application Procedure:

The OWNER or developer requesting permission to develop or extend the mains of DISTRICT water or sewer system shall first execute a "Preliminary Services Agreement" provided by the DISTRICT, in which terms, process and procedure for pursuing the project will be disclosed. At this time or soon thereafter the DISTRICTS "Owner/Developer/Main 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 OWNER or developer 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'S public record files. Unless otherwise agreed in advance, all submission of plans and specifications and final "as-builts" to the DISTRICT by the developer or its project engineer, shall also be provided in electronic media form such as CAD drawing files and/or word processor 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'S Comprehensive Plan, this code, 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 OWNER or developer. 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 OWNER or developer or designated agent. At any stage where filing or pre-approval of plans by other agencies is required, the OWNER or developer 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 OWNER or developer. 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.

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 hydrostatic pressure tests, flushing and purity testing as required by the DISTRICT, applicable code, and/or the project's engineering specifications.

7. Grading of Roads:

The 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'S water system is desired, application for permission to make the actual connection to the DISTRICT'S 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'S system will be done by the DISTRICT and/or its authorized representative. The DISTRICT reserves the right to require that connections be made by line 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 OWNER or developer either directly or through the Project Engineer.

As-built drawings of the completed installation together with final certification and construction report(s) of the 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. 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 5.25-inch CD, or other electronic/magnetic media means of transmission, acceptable to the DISTRICT. All such submittals shall be provided to the DISTRICT'S 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 OWNER or developer 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 OWNER or developer 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 District Regulations and the DISTRICT'S Cross Connection Control Program, have been fulfilled, by the OWNER or developer, 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 OWNER or developer 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 fire hydrant may be installed in a dead-end street, provided that no fire 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 an OWNER or developer 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. When required, fire hydrants shall be installed on all extensions of the DISTRICT water system at the time such extensions are constructed. Fire 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 fire 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. Fire 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.

In any case, fire hydrant spacing requirements along public streets or roads of County and/or State codes shall minimally be required unless modified or waived by the agencies with respective jurisdiction.

2. Fire 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, if authorized by the DISTRICT.
3. All fire 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, fire 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. Fire hydrants shall 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 fire 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 fire 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 valve 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 120 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 OWNER or developer and shall designate the 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

No PARCELS within the DISTRICT's approved SERVICE AREA shall construct a new groundwater well.

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, the OWNER must provide a legal description and map of the property to be served, together with sufficient evidence of ownership thereof, to the DISTRICT.

DISTRICT WATER SYSTEM mains 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 the 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 are made to any of the lots. On dead-end streets, the DISTRICT WATER SYSTEM

main 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 judgement there is 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.

SECTION 3.02 - TEMPORARY CONNECTION ON PROPERTY ABUTTING AN EXISTING MAIN

A temporary connection may be approved, at the sole discretion of the DISTRICT, for an existing PARCEL upon which no more than one single family residence is proposed, and which does not meet the requirements of Section 3.01 as to frontage. At the DISTRICT's discretion, a temporary connection may require a developer extension agreement. The OWNER 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 equivalent 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 CHARGE or SERVICE INSTALLATION FEE 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 3.03 TEMPORARY CONNECTION FOR A PARCEL THAT DOES NOT ABUT A PUBLIC ROAD OR ROAD EASEMENT

FREELAND WATER & SEWER DISTRICT REGULATIONS

A temporary connection may be approved, at the sole discretion of the DISTRICT, for an existing parcel upon which no more than one single family residence connection is proposed, and which does not meet the requirements of Section 3.01 as to frontage or section 3.02. At the DISTRICT's discretion, a temporary connection may require a developer extension agreement. For such a temporary connection under this section, the OWNER shall pay the DISTRICT an amount based on equivalent front footage, in addition to the SERVICE CONNECTION CHARGE and SERVICE INSTALLATION FEE. 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 years to be a recorded lien against the parcel by the DISTRICT.

SECTION 3.04 - METER AND SERVICE CONNECTION REQUIREMENTS

Effective March 10th, 2021, all residential properties that add an ADU to their parcel will pay a residential SERVICE CONNECTION CHARGE and a SERVICE INSTALLATION FEE for the ADU.

MULTIPLE FAMILY RESIDENTIAL

Effective April 14th, 2014, the DISTRICT requires a water meter for each residential unit in all new MULTI-FAMILY RESIDENTIAL projects.

COMMERCIAL PROPERTIES OR PROJECTS

New commercial projects shall minimally be served by one metered connection per PARCEL. Within any one PARCEL, new commercial 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 SERVICE CONNECTION CHARGE shall be required for each metered connection.

Unless a service connection of greater length is approved by the DISTRICT prior to installation, the maximum allowable distance from the water main to the meter shall be 60 feet.

SECTION 3.05 - WATER METER LOCATIONS

FREELAND WATER & SEWER DISTRICT REGULATIONS

- 1 A. Unless the DISTRICT determines it would be mutually beneficial to the DISTRICT and
2 the OWNER to locate the meter on private property, all water meters shall be placed in
3 service in the public right-of-way or easement in which the mains of the DISTRICT
4 water system are situated. In the event a meter is located on private property, the
5 OWNER shall provide such easement(s) and/or other documentation deemed necessary
6 by the DISTRICT clearly establishing that the DISTRICT has the right of entry to read,
7 service or remove the meter or to open or close the service valve at any time. At no time
8 shall access to the meter be obstructed. It shall be the responsibility of the OWNER to
9 protect the meter from damage, and to keep access to meter area clear at all times.

10
11 Where a meter is located on private property, the DISTRICT may at its discretion and, at
12 the OWNER'S expense, install a valve at the property line. Unless governed by a written
13 agreement stating otherwise, maintenance and repair of lines and facilities on private
14 property by the DISTRICT shall be billed to the OWNER.

- 15
16 B. All water meters to be serviced and read by the DISTRICT shall be purchased through
17 the DISTRICT to insure compliance with standard specifications regarding accuracy,
18 connectors and inter-changeability. Such purchase may be made directly from the
19 DISTRICT or from a source approved by the DISTRICT.

20 21 SECTION 3.06 - DEVELOPER-INSTALLED SERVICE CONNECTIONS

- 22
23 A. Developers of new subdivisions, or multi-family or commercial developments, who
24 desire connection to the DISTRICT'S water main shall be required to install all service
25 connection lines and meter boxes (excluding meters) prior to construction and/or paving
26 of streets or roads.
27
28 B. If not installed at the time of main development, meters approved by the DISTRICT
29 shall, at the DISTRICT'S discretion, either be supplied to the DISTRICT for later
30 installation or the Developer shall pay to the DISTRICT such amount as needed to buy
31 and install such meters when needed for building development.
32
33 C. Developers shall, with DISTRICT approval, install and test all service connections,
34 including meters and meter boxes. Said service connections shall be shown on final
35 project drawings and be included in the developer's conveyance to the DISTRICT. All
36 service connections shall be made with a corporation stop at the DISTRICT main. All
37 Service connections shall be made in accordance with DISTRICT Specifications unless
38 otherwise approved by the DISTRICT. The DISTRICT may, at its discretion, accept
39 delivery of, or payment for, approved non-installed meters, in lieu of actual installation
40 thereof.
41
42 D. The SERVICE CONNECTION CHARGE shall be paid when the APPLICATION FOR
43 WATER is submitted.
44

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 constructing a water main which is to become a part of the DISTRICT water system shall meet all the requirements as set forth under these District Regulations, and the project for which the ULID is created shall meet the DISTRICT'S Specifications for constructions and materials, and applicable Federal, State and County Laws.

No ULID shall be formed under the governance of DISTRICT without prior affirmative approval from the residents and landowners in the area of the proposed ULID. The proposed resolution creating the ULID shall be mailed to all owners of land in the proposed ULID and all registered voters residing within the proposed ULID, at least 90 days in advance of the approval of the resolution, and ballots returned in favor of such resolution shall be tabulated and retained as public records. Ballots mailed to property owners shall be identified by and only by the acreage owned. For the resolution to succeed, two thirds of the total area of the proposed ULID must be represented by ballots in favor of the proposed ULID. Ballots mailed to property owners and residents shall be anonymous, and a simple majority of ballots returned by registered voters in the ULID must also be in favor of the resolution for it to succeed. If such approval is received from property owners and residents, then the resolution may be approved by the DISTRICT Commissioners, in a regularly scheduled meeting with advance public notice.

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 DISTRICTS 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 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 – RECOVERY CONTRACTS

In addition to the SERVICE CONNECTION CHARGE and SERVICE INSTALLATION FEE, 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, for a period not to exceed fifteen years from the date of acceptance of a recovery contract, shall be required to pay said pro-rata share 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 parties 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 OWNER or developer 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" and/or "surcharge" 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 shall begin on the date the contract has been executed by the DISTRICT and the OWNER or developer, 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, whichever is latest. 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 OWNER or developers 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 OWNER or developer 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 OWNER or developers, 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 regulations or other means, to the OWNER or developer 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 OWNER or developer 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 combination of 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 OWNER or developer 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/or Engineer, all at the expense of the OWNER or developer. For this purpose, the OWNER or developer 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 OWNER or developer seeking to protect the recovery therein established.
6. Every contract shall specify 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 OWNER or developer entitled to reimbursement shall provide the DISTRICT with information regarding the current contract name, address, and telephone number of the party, 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.

FREELAND WATER & SEWER DISTRICT REGULATIONS

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 OWNER or developer(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 these District Regulations. 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 - SERVICE CONNECTION CHARGES

SERVICE CONNECTION CHARGES are funds collected by the DISTRICT to help defray past and future capital improvement costs of the DISTRICT. As population within the DISTRICT service area grows, so do the DISTRICT'S obligations to provide potable water supply. The DISTRICT has elected to serve its constituents and users by keeping monthly rates as affordable as possible to current OWNERS and system users. To this end, the SERVICE CONNECTION CHARGE is part of the DISTRICT'S "pay as you go" method of financing past and future capital improvement needs of the DISTRICT. The following provisions are applicable:

- A. No SERVICE CONNECTION CHARGE shall be levied against any building to which there is an existing water service, including meter and meter box, which was legally installed prior to December 31, 1996, by a developer or other agency and was formally accepted by the DISTRICT, and meets the requirements of these DISTRICT Regulations as to location and materials used.
- B. Effective March 10th, 2021, the DISTRICT implemented a new policy for ACCESORY DWELLING UNITS, (ADU's). All residential properties that add an ADU to their parcel will pay a residential SERVICE CONNECTION CHARGE and a SERVICE INSTALLATION FEE for the ADU to connect to the DISTRICT WATER SYSTEM.
- C. For PARCELS or buildings for which there is no water service, the SERVICE CONNECTION CHARGE shall be as presented in Exhibit A.
 1. The DISTRICT shall accept an Application for Water Service on the condition that the OWNER will start construction of a dwelling unit within one year. The OWNER shall submit with the Application for Water Service a check or money

order for the SERVICE CONNECTION CHARGE. If the OWNER fails to start construction within the prescribed period, the application will be void and the DISTRICT will refund the SERVICE CONNECTION CHARGE to the OWNER without interest. After reviewing any extenuating circumstances presented by the OWNER in writing, the DISTRICT may approve an extension to the Application for Water Service for a period up to six months.

2. The SERVICE CONNECTION CHARGE includes the costs of labor to install the meter in an existing meter box. All other installation costs of connection shall be additionally billed to the OWNER as a SERVICE INSTALLATION FEE. Such costs include but are not limited to, excavation, tapping the main line, fittings, valves, pipe and laying pipe, inspections, and testing. The DISTRICT may hire the services of a licensed contractor to perform all such service installation work.

Neither the SERVICE CONNECTION CHARGE nor the SERVICE INSTALLATION FEE includes pressure reducer(s) or backflow devices if required or ordered, nor does it include connections requiring the laying of pipe beyond a property line from the main.

- D. If any property or parcel, regardless of zoning, is not within the DISTRICT'S legally boundaries and service area, then an additional Capital Improvement Fee of \$3,000 is required above the normal SERVICE CONNECTION CHARGE for each service connection. This surcharge is established in recognition of the fact that properties outside the DISTRICT boundaries are not subject to the ordinary taxing authority of the DISTRICT for financing past or future Capital Improvements.

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

All parties who extend the DISTRICT water system shall pay for inspection at no cost 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/or prior to use.

SECTION 5.04 - WATER USE RATES

All water taken from the DISTRICT water system shall be metered. Rates or charges for water use shall be based on the quantity consumed during each billing period as specified in Exhibit A.

Existing Service connections outside the DISTRICT boundaries as of March 14, 2002 shall continue to pay twice the normal usage charges. This additional charge shall cease to be collected by the DISTRICT upon annexation of such parcels into the DISTRICT, however, charges paid prior to annexation shall not be subject to a refund.

A. Billing Period

The normal billing period shall be three months.

B. Billing Components

Each connection shall be assessed a base rate, charges for water consumption, applicable state taxes, and penalties if appropriate.

C. Rates

The rates for metered water shall be in accordance with Exhibit A: Quarterly Water Consumption Rates.

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 base rate for ¾" and 1" meters. 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 rates presented in Exhibit A.

Example: If four units are served by a single meter, the quarterly charge would be four times the residential base rate. If that multifamily dwelling unit consumed 9000 cubic feet in a three-month period, the first 8000 cubic feet would be charged at the rate for 0-2000 cubic feet of water consumption and the remaining 1000 cubic feet would be charged at the next highest rate.

ARTICLE – VI OWNER RESPONSIBILITIES AND RIGHTS

**SECTION 6.01 - FAILURE TO REPAIR OR REPLACE PRIVATE WATER LINES
OR FIRE PROTECTION LINES**

OWNERS of property connected to the DISTRICT'S water mains are responsible for the maintenance and repair of all water lines on their properties that have not been formally conveyed (together with associated easements and/or agreements) to the DISTRICT in accordance with these regulations. This responsibility commences at the property line or right-of-way/easement boundary regardless of meter location.

If any repair or replacement of a private water line is not made within 30 days after official notice has been given to make such corrections, the DISTRICT may disconnect the premise from the WATER SYSTEM.

SECTION 6.02 – LEAK RELIEF

OWNERS may request a partial billing reduction caused by leakage on the OWNERS side of the meter box. This reduction applies only once per connection per ten-year period. The account's historic average usage for the quarter will be deducted from the total water consumption prior to the 50% reduction. The OWNERS must submit a written request to the Board of Commissioners for the reduction in water consumption charges and must affirm in writing that the leak has been repaired. Further guidance on the District policy is presented in Exhibit B.

SECTION 6.03 - GENERAL CHARGES

FREELAND WATER & SEWER DISTRICT REGULATIONS

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 of Commissioners.

SECTION 6.04 - DISCONTINUANCE OF SERVICE

The DISTRICT may refuse or may discontinue service to any OWNER for violation of any provision of these regulations, or for failure to pay bills when due. The DISTRICT may also limit or discontinue service to any OWNER who requires or uses such volume of water that water service to any other OWNER is impaired.

The DISTRICT shall discontinue service to any OWNER who makes an unauthorized connection to a DISTRICT water line, bypasses a DISTRICT water meter or in any other way, misappropriates DISTRICT water, or fails to comply with DISTRICT regulations, water conservation actions or orders. An illegal connection fee specified in Exhibit A will be levied in addition to the SERVICE CONNECTION CHARGE and SERVICE INSTALLATION FEE on any illegal connection.

Discontinuance of service for any cause stated in these regulations shall not release the OWNER from his obligation to the DISTRICT for payment of bills or charges. Whenever service is discontinued, as provided above, the OWNER shall be charged for the discontinuance as specified in Exhibit A.

Restoration of service, at the OWNER'S request and after payment of all bills due, shall be done at the convenience of the DISTRICT, and an additional charge specified in Exhibit A shall be made for this service. Restoration of service, at any time other than regular business hours shall be charged at actual costs.

SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE ON DELINQUENT ACCOUNTS

The DISTRICT shall keep accounts of all OWNERS water consumption, charges, and penalties.

Delinquent accounts interest rate shall be in accordance with RCW 57.08-081(3) in addition to late fees on the unpaid balance specified in Exhibit A.

A non-sufficient funds (NSF) fee shall be subject to current rates charged by Island County and the District.

An account shall be deemed delinquent if not paid by the date specified in the quarterly billing. There shall be a service charge for an Impending Disconnection Notice. The Impending Disconnection Notice shall be delivered to the door where the delinquency occurred, and a letter shall be sent to the OWNER by certified mail.

Water service shall be discontinued sixty days after an account becomes delinquent and remains unpaid. Shut off and reconnection charges are specified in Exhibit A.

SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES

FREELAND WATER & SEWER DISTRICT REGULATIONS

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

4
5 Per RCW chapter 57, all delinquents and unpaid charges will follow the property. Should a party
6 purchase the property that has a delinquency, the delinquency will be reported to the Title
7 Company with written notice of the amount of the delinquency. Should the property change
8 hands without going through title/escrow the delinquency follows the property and water shall
9 not be restored until the delinquency and charges are paid in full.

10
11 The foregoing provisions shall be in addition to the authority provided by law, to bring suit for
12 foreclosure where rates and charges for water supplied and penalties are delinquent for a period
13 of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW
14 57.08.090.

15
16 The DISTRICT reserves the right to modify this document as deemed necessary. The most
17 current version of these Regulations can be found at the DISTRICT web site
18 <https://freelandwsd.com>

FREELAND WATER & SEWER DISTRICT REGULATIONS

1	EXHIBIT – A	RATE SCHEDULE
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3	EXHIBIT – B	GENERAL SPECIFICATION FOR WATER MAIN EXTENSION
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5	EXHIBIT – C	TECHNICAL SPECIFICATION
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7		
8	EXHIBIT – D	CROSS CONNECTION POLICY
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10	EXHIBIT – E	GREENHOUSE GAS REDUCTION POLICY
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12	APPENDIX A	STANDARD PLANS
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