



BEACON HILL
WATER AND SEWER DISTRICT

General Terms and Conditions
Applicable to Water and Sewer Service

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Section 1 – Definitions

The following terms wherever used herein, or in any rate schedules promulgated by the District, or in applications or agreements for service, shall have the meanings given below, unless otherwise clearly stated:

- A. District: Beacon Hill Water and Sewer District owning and operating a public water/sewer utility.
- B. Manager: The duly appointed and acting General Manager of the Beacon Hill Water and Sewer District
- C. Customer: Any individual, partnership, corporation, organization, governmental agency, political subdivision, municipality, or any other entity supplied with water and/or sewer service by the District at one location.
- D. Water Service: The making available of water at the Point of Delivery for use by a customer, irrespective of actual water usage by the customer.
- E. Sewer Service: The making available of sewer collection at the Point of Connection for use by a customer, irrespective of actual sewer usage by customer.
- F. Side Sewer: a sanitary sewer pipe leading from a plumbing outlet, drain or other facility to the point of connection with the public sewer system.
- G. Point of Delivery: Unless otherwise designated by Special Contract, the Point of Delivery shall be the point at which the District's water facilities are attached or available for attachment to the customer's water service pipe, irrespective of the location of the District's meter.
- H. Point of Connection: the point at which the District's sewer facilities are attached or available for attachment to the customer's private side sewer pipe.
- I. Month: An interval of approximately thirty (30) days.
- J. Billing Period: An interval of one month.
- K. Class 1 Customers: Single family residences receiving water and/or sewer service from the District. Duplexes where each unit is metered separately is considered residential versus commercial.
- L. Class 2 Customers: Multi-family residential properties and mobile home parks receiving water and/or sewer service from the District.
- M. Class 3 Customers: Commercial and institutional customers receiving water and/or sewer service from the District.
- N. Special Contracts: Contracts entered into pursuant to Section 28 hereof.

- O. Equivalent Residential Unit or “ERU” refers to a unit of measure applied to the user of the water or sewer system.

Section 2 – Scope

These General Terms and Conditions Applicable to Water and Sewer Service (referred to hereinafter as “Terms and Conditions”) have been adopted by the Board of Commissioners of Beacon Hill Water and Sewer District and will be subject to revision from time to time. They are also made a part of all oral or written contracts between a customer and the District for water and/or sewer service.

Section 3 – Conflict

In case of conflict between any provisions of any District rate schedule or Special Contract and these Terms and Conditions, the provisions of the rate schedule or Special Contract shall apply.

Section 4 – Resale

Except as may be otherwise provided by Special Contract, water may not be resold by a customer without written approval of the District. The District reserves the right to approve the water rates charged for resale.

Section 5 – Contractual Obligation on Application for Service

Applicants for water and/or sewer service shall make application to the District and will be required to sign an application form and Utility Service Contract before water and/or sewer service is supplied. Upon acceptance by the District of the Utility Service Contract, the District agrees to furnish and the applicant agrees to accept and pay for water and/or sewer service for the premises specified under the rates, terms and provisions prescribed from time to time by Resolution of the District. In the absence of a Utility Service Contract, the furnishing of water and/or sewer service by the District and the use of such service by the customer shall constitute an agreement by the customer for acceptance of water and/or sewer service and payment for such service received under the rates, terms and provisions prescribed from time to time by Resolution of the District. Failure to sign a contract when requested shall constitute sufficient cause for the District to disconnect or refuse to provide water and/or sewer service.

Section 6 – Water Meter Reading and Billing

- A. Water meters shall be read and bills rendered monthly. Other customer classes will be billed under the rates, terms and provisions prescribed from time to time by Resolution of the District.

- B. For the purpose of rendering bills for a lesser period than one month, the rates shall be applied on a pro rata basis.

Section 7 – Sewer Billing

- A. Sewer service bills will be rendered monthly and will correspond to the same billing period as water bills. Other customer classes will be billed under the rates, terms and provisions prescribed from time to time by Resolution of the District.
- B. For the purpose of rendering bills for a lesser period than one month, the rates shall be applied on a pro rata basis.

Section 8 – Delinquent Accounts

- A. The District will enforce collection of water connection charges, and rates and charges for water supplied against owners of property connecting with the system or receiving such water, and sewer connection and disposal charges for properties receiving or capable of receiving such service are deemed charges against the property served. The district will determine how to apply partial payments on past due accounts.
- B. Accounts are due the 25th of the month following their subsequent billing cycle and are considered delinquent on the 26th of the month. A grace period is offered from the 26th until the 14th day of the next month. On the 15th day of the next month a late fee penalty of \$10.00 shall be applied to the customer's account.
- C. A Final Notice Fee of \$20.00 shall be applied to the customer's account on the 26th, two months following the due date of which an account has become delinquent. The Final Notice will be sent to the property owner and renter, if applicable, offering fifteen (15) calendar days to clear delinquent charges. Should said charges remain unpaid, added thereto shall be a lien against the property upon which such service was received, or capable of being received, subject only to the lien for general taxes and shall be certified to the Auditor of Cowlitz County. Said lien will accrue interest at the prime lending rate of the district's bank plus four percentage points per year until the account balance is paid in full. A lien filed under the conditions stated herein will be removed upon payment of the accrued interest, an administrative processing fee per Exhibit 1, plus the recording costs imposed by the Cowlitz County Auditor for filing and removing the lien. The District may thereafter bring suit and begin foreclosure proceedings on such lien by civil action in the Superior Court of the State of Washington for Cowlitz County pursuant to R.C.W. 57.08.081 and RCW 4.16.040. Once utility charges and lien balance exceed five years or \$4,000.00 for a single family residence or commercial property, whichever comes first, the District will issue a letter of intent to foreclose allowing a 60 calendar day response time. Hardship cases shall be presented to the General Manager for review and foreclosure may be delayed and/or suspended. After the 30 calendar day response period, the District will issue written notification that shall be sent by certified mail. All costs associated with foreclosure shall become the responsibility of the property owner. Costs associated

with the foreclosure of the lien, including, but not limited to, advertising, title report and personnel costs, shall be added to the lien upon filing of the foreclosure action. In addition to the costs and disbursements provided by statute, the District shall request an award of its reasonable attorney fees.

- D. In addition to the right to foreclose provided in this section, the District may also suspend all or part of the service after charges for water or sewer service supplied or available are delinquent for a period of thirty (30) calendar days per the requirements of Section 12 of this agreement.
- E. SHOULD SERVICE REMAIN SUSPENDED DUE TO NON-PAYMENT, EITHER LOCKED OR WITH METER REMOVED, IT WILL CONTINUE TO ACCRUE MONTHLY SERVICE FEES AND BASE RATE CHARGES.
- F. Failure to receive mail will not be recognized as a valid reason for failure of payment.
- G. Monthly late fees will still apply on past due balances for accounts in which payment arrangements have been made.

Section 9 – Cancellation of Contract by Customer

- A. Except as otherwise provided by Special Contract, a customer may terminate water service upon giving notice to remove meter from vacant or fire damaged property and upon payment to the District at the time of discontinuance of service all charges due pursuant to the applicable rate schedule(s) and this Resolution.
- B. Sewer service cannot be cancelled as long as it remains available to the property it serves. Service can only be cancelled by digging up and physically disconnecting the customer's side sewer from the public sewer system at the point of connection. Disconnection must be witnessed by District personnel. Any side sewer that is connected to the system is capable of receiving service and will continue to be billed accordingly.

Section 10 – Vacancy Status & New Construction

Vacancy

Single family residences, vacant mobile home or trailer space units in a mobile home park facility qualify for a reduced rate for vacancy providing the following conditions are met:

1. Water service must be locked off. Only living units that have a lockable meter can qualify for vacancy. (For example, a triplex with one meter and three apartments will not qualify for vacancy for any of the living units.)
2. During the vacancy period the customer will continue to receive monthly billings and shall pay a \$5.00 minimum monthly charge for each water meter and sewer equivalent residential unit (ERU) for each period from the date of lock off to the last business day of the month.

3. Accounts in non-compliance with the Sewer Lateral Replacement Program are not entitled to vacancy credit status.

Whether single family, vacant mobile home or a trailer space, accounts must remain vacant a minimum of 90 consecutive days. Accounts must be paid current at the time application is made. Accounts must remain in good standing to continue on vacancy. Accounts that do not meet these conditions will be removed from vacancy and charges back-dated to the date of lock off (if less than 90 days).

New Construction

New construction of residential units shall require cash or check payment of a \$500 per sewer connection inspection deposit. The deposit, minus any unpaid fees or fines, shall be returned to depositor after the District completes testing and inspections of uncovered pipe, and occupancy is approved by the County.

Section 11 – Low Income Senior and Disabled Citizen Water and Sewer Discount

- A. A Low-Income Senior and Disabled Citizen Discount Program is available for qualified property owners. Property owners receive a 15% per month discount on the base charge for water and/or sewer for their primary residence. The property owner must be registered to receive the tax exemption with the Cowlitz County Treasurer. Applicant must not exceed \$40,000.00 annual income including disposable income (not just taxable income) and must be either at least 61 years of age or unable to work due to disability. Veterans with a 100% service-connected disability also qualify. Property owner must complete the District application and be able to show current proof of disposable income by Federal Tax return or Social Security benefits awards letter. The General Manager may accept alternate means of income verification due to unusual circumstances on a case by case basis.

Section 12 – Termination of Water and/or Sewer Service by District

- A. Upon the customer's failure to pay when due all bills rendered or to comply with any of the Terms and Conditions of this Resolution or applicable rate schedule(s), the District shall have the right to terminate the agreement under which water and/or sewer service is being supplied until all sums due the District have been paid or non-compliance with the Terms and Conditions have been corrected. This right is in addition to all other rights and remedies available to the District and may be exercised by the District whenever and as often as non-compliance or non-payment occurs, and neither delay nor omission on the part of the District to exercise such option as to any non-compliance or non-payment shall be deemed a waiver of its rights as to any future default. Notice of the proposed termination of water and/or sewer service by the District and the reason therefore shall be mailed to the customer 14 calendar days before termination of service.

- B. If a customer's bill is delinquent and the District sends a representative to disconnect the service, a charge as shown on the Schedule of Fees, attached as Exhibit 1, shall be applied to the customer's account.
- C. If the District finds evidence of tampering with District property, the customer will be charged an additional fee, as shown on Exhibit 1. Any cost and expense of repair and/or replacement of damaged District equipment shall be charged to the customer. Tampering means cutting a lock or meter tag, bypassing or damaging a meter, or any other unauthorized action with District property in order to deliberately use, or attempt to use, water.
- D. For customers who have cut the lock or incurred the tampering fee for other reasons, their circumstances shall be reviewed on a case-by-case basis by the General Manager. Customers that have made the effort to bring their account current, if the account balance and lien fees are paid in full within 45 days of the tampering, the tampering fee may be reduced by up to \$150 after all District staff costs associated with the tampering are accounted for. In no case will the tampering fee be less than \$100. If the account balance and lien fees are not brought current within 45 days of the tampering, the full tampering fee will remain on the account.
- E. SHOULD SERVICE REMAIN SHUT OFF BY THE DISTRICT FOR NON-PAYMENT, EITHER LOCKED OR WITH METER REMOVED, IT WILL CONTINUE TO ACCRUE MONTHLY SERVICE FEES AND BASE RATE CHARGES.
- F. Water and/or sewer service may be disconnected by the District at any time when in its sole judgment it is necessary to prevent fraudulent or unauthorized use or to protect District property. In addition, water service may be terminated or curtailed by the District upon governmental order due to water supply insufficiencies or other reason beyond the District's control.

Section 13 – Collection Charge and Returned Check Charge

- A. If a customer's check or electronic payment tendered for payment of water and/or sewer service is not honored by the customer's bank, the District shall charge the customer a fee as shown on the Schedule of Fees, attached as Exhibit 1, to offset administrative costs for collection. In the case of proven death or fraud affecting a customer's account, the District may be able to reverse some of the returned item fees.

Section 14 – Restoration of Service

- A. If a water service outage occurs because of failure of the customer's plumbing or equipment, a reconnection fee may be charged by the District in an amount appropriate in the circumstances and reflecting the applicable costs to the District.

- B. In the event service is disconnected for any non-compliance with this Resolution, such service shall not be reconnected until such non-compliance is corrected and all amounts owed the District, including all arrears, deposits, fees and charges, have been paid in full or a payment arrangement acceptable to the District has been entered into.

Section 15 – Change of Occupancy

- A. Property owners will be billed for all service. Property owners may elect to have bills sent to them in care of their designated property manager. They also may elect to have a duplicate bill sent to the service location, but the property owner will remain the legally responsible party on the account at all times.
- B. When a change of legal responsibility for payment for water and/or sewer service occurs, notice of such change shall promptly be given to the District. Per RCW 57.08.081, water and sewer charges are applied to the property and are the responsibility of the legal owner regardless of when they accrued. Charges accrue as long as service is available, regardless of use. Any balance that is unpaid by the previous property owner becomes the responsibility of the new property owner.
- C. When a customer moves into premises served by the District, an application for service must be made within a five (5) day period or service will be subject to disconnection. If the District sends a representative to disconnect service because an application for service has not been received, a fee shall be charged as shown on the Schedule of Fees, attached as Exhibit 1.

Section 16 – Mobile Home Courts and Apartment Buildings

- A. Water service to any mobile home court or apartment building shall be provided to each unit through an individual metered service. At the sole determination of the District, where the situation warrants, water service may be provided to all units through a single service. If water service is provided through a single service, the mobile home court or apartment building shall be considered a single user with the Minimum Charge being that applicable to the size of meter used.

Section 17 – Water Connection and Extension Policy

Under procedures recommended by the General Manager and approved by the Commissioners, the District will provide connections to its existing water system, or, if feasible, will extend its water system, consistent with the following Terms and Conditions:

- A. Terms and Conditions Applicable to All Water Service Installations:

1. On July 14, 1976 a Water Service Areas Agreement with the Cities of Longview and Kelso was approved designating the service area responsibilities of each of the participating water purveyors. The District will provide connections or extensions to its water system within its service area if it has or can arrange for an adequate water supply and the request for water service is otherwise determined by the District to be feasible on an engineering and economic basis.
2. Application must be made with the District for new connections or water main extensions. All extensions of the District's water main shall be completed under Special Contract then dedicated to the District as provided by Special Contract for ownership, operation and maintenance.
3. Except as otherwise provided by Special Contract, an extension of the District's water system will be required if the customer's property does not lie adjacent to the District's water main, or if the line of the customer's property is not adequately sized, as determined by the District, to provide the required service to the customer.
4. Except as otherwise provided by Special Contract, the location of the point of connection between the customer's service pipe and the District's water main (Point of Delivery) shall be at the customer's side of the property line and shall be approved by the District. The meter location must be clear of sidewalks, driveways, shrubs, planters, or any other obstruction which may hamper access for maintenance or meter reading.
5. When water service requires pipe or other facilities to be installed on private property, the customer shall provide, prior to the installation of service, all necessary rights-of-way or easements satisfactory to the District.
6. The customer shall furnish, install and maintain the water service pipe beyond the Point of Delivery. It shall be the customer's responsibility to provide suitable protective equipment, such as pressure-reducing valves, shut-off valves, and pressure-relief valves to adequately protect the customer's premises and equipment.
7. The District shall have the right, but shall not be obligated, to inspect any customer's water installation before service is supplied or at any later time. The District also reserves the right to refuse to connect service, or to disconnect an existing service, to any installation which does not conform with this Resolution and with applicable codes and accepted standards of construction.
8. The customer or developer shall be responsible for all grading and/or filling to grade and the staking of all property lines and lot corners. The rough grade shall be completed before the installation of any water facilities so that the water facilities will be at the proper depth or grade after completion of construction. The customer or developer will be responsible for the cost of

changing or relocating District facilities after the facilities have been initially installed.

9. The customer shall pay, prior to the installation of service, the District's standard charges for water service connections as provided in the attached Exhibit 2, along with all reimbursable charges for engineering and District personnel time and materials.
10. The customer shall pay, in advance, all costs of installing and removing special facilities required for temporary water service.

B. Water Service Connections Requiring an Extension of the Main Including Extensions To and In Approved Subdivisions:

1. Where possible, the extension should be along a permanently established public road, street or highway right-of-way. If District water facilities are to be installed on private property, the customer or developer shall provide necessary rights-of-way or easements satisfactory to the District prior to the installation of facilities. Permanent vehicle access must be provided and maintained by the customer for any extension approved by the District and not along a public street, road, or highway.
2. When more than one customer is benefited from the extension of water system facilities, and the customer requesting service desires the cost to be shared, it shall be the customer's responsibility to obtain the financial participation of others.
3. The design, layout, and construction of the facility or extension, including the size of the mains, shall be approved by the District and shall comply with effective State of Washington water regulations and local fire codes. Should the District elect to install mains larger than the minimum required to serve the customer or developer requesting the extension (including fire protection capacity), the additional cost of the large main shall be borne by the District.
4. The customer shall furnish materials and install the water main extension or other water system facilities necessary to provide service, and shall pay all costs excluding water meters and the District's labor of tapping the main.
5. The new facilities shall be pressure tested and disinfected under the supervision of the District, and a water sample sent to the County Health Department for testing. The new facilities must satisfactorily pass all tests before they will be put into service.
6. The customer or developer shall be responsible for the cost of repairing any damaged facilities, leaks, or failures which may occur before ownership of the system has been accepted by the District.

7. At a time set by action of the District's Commission, the District will assume ownership and accept the system installed by a customer or developer. Before acceptance of ownership of the system can occur, the customer or developer must have furnished rights-of-way or easements satisfactory to the District and as-built maps showing the location and size of all mains, services, fittings, and other facilities.

C. Accessory Dwelling Units (ADU)

1. District policy for ADU's will be to follow the respective County or City policy and permit requirements for ADU's. If the County or City requires separate service connections to the District main lines for an ADU, Temporary Dwelling Unit, or other structure, then the District will require the property owner to pay the General Facility Charges (GFC) or System Development Charges (SDC) required for a new water or sewer service. They will also need to pay any Local Facility Charges (LFC) required to make the new connection to our system and the setting of a meter.
2. If the County or City does not require separate service connections to the District main lines, but allows them to connect through the existing residential services, then the applicant will not be required to pay GFC's or SDC's, or to make separate connections to the District main as is normally required for new service connections to the system.

Section 18 – Sewer Connection and Extension Policy

A. Terms and Conditions Applicable to All Sewer Service Installations:

1. Any property within the District boundary containing a building or structure with plumbing fixtures, which is capable of being served by a public sewer line within 200 feet of the property line, must be connected to the public system. All properties shall be deemed capable of being served if the first floor plumbing can gravity flow to the public system, even if the basement cannot gravity flow to the system.
2. Application must be made with the District for new service and the District will inspect all side sewers and sewer pump systems prior to connection to the system. Any sewer lateral installation, repairs or replacement will require a sewer inspection and fee. Repairs less than 10 feet in length will not require a pressure test, but a sewer permit and inspection is still required. Inspection fees are listed in the Schedule of Fees attached as Exhibit 1.
3. Other requirements for connection or extension to the public system shall be per BHWSD Resolution 276 or individual developers Sewer Service Agreements with the District.

B. District Responsibility for Sewer Mains and Side Sewers in Easements:

1. Unless otherwise defined by an easement of record, the District shall be responsible for sewer mains within easements through private property only up to the point where there is a change in material type from a stub at the sewer main to a side sewer, and the customer(s) with the side sewer will be responsible for their side sewer up to that same transition point, even if it is within the defined easement boundary.
2. Sewer easements shall allow for the ingress, egress, maintenance, repair, construction or replacement of the sewer main.

Section 19 – Fire Hydrant Service

A. Terms and Conditions for Fire Hydrant Service:

1. At the time of installation of the District's original water system, design capacity of the water facilities was based on domestic use only. Although more recent installations provide for fire protection capacity, the available flow and duration in specific areas of the water system may be limited to the available capacity existing within the water system.
2. The District will exercise reasonable diligence and care to furnish a continuous and adequate supply of water for fire protection through the hydrants on its water system, but does not guarantee continuity or sufficiency of pressure or supply. The District will not be liable for interruption or shortage or insufficiency of supply or pressure, or any loss or damage of any kind or character occasioned thereby, except that which may result from the District's failure to exercise reasonable diligence.
3. The District shall have the right to temporarily suspend service for the purpose of making necessary repairs to the water system; however, advance notice shall be given to Fire Departments involved whenever possible.
4. Fire protection shall have priority over all other use of hydrants. Any other user of hydrants may be disconnected by the Fire Department when in their sole discretion it is necessary to do so to fight a fire.
5. In all cases where it is necessary to install pipe or other facilities on private property, the customer(s) requesting fire hydrant service will provide rights-of-way or easements satisfactory to the District.

B. Installation, Relocation or Replacement of Fire Hydrants:

1. The District shall determine if the installation is feasible, that an adequate water supply is available, and shall approve the location at the most desirable point to properly serve the area in conformance with the overall plan for fire protection. All fire hydrants must be installed to standards and specifications prescribed by the District.
2. The installation of fire hydrants where suitable water mains exist shall be undertaken upon petition of the property owner(s) to be served and the payment of the District's estimated cost of labor and materials for each hydrant. The burden of securing the petition and collecting the money will be that of the property owner(s) involved. No payment of money will be required until the feasibility and proper location is established.
3. The installation of hydrants for non-residential use and/or mains for fire sprinkling systems shall be made on an actual cost basis and by Special Contract.
4. If it is not feasible for the District to supply the fire protection capacity required, it shall be the responsibility of the customer(s) requesting the hydrant to pay the cost of installing facilities to provide the required capacity.
5. The relocation or replacement of installed hydrants when requested by an individual or individuals for their benefit shall be at the sole expense of those making the request. Relocation or replacement of installed hydrants when requested by the Washington Surveying and Rating Bureau for fire insurance reasons shall be done on a cost-sharing basis by those benefited by the relocation or replacement.

C. Monthly Rates for Private Fire Sprinkler Systems and for Hydrants on Private Property.

1. The monthly charges for private fire sprinkler systems and hydrants installed on private property shall be \$10.00 per month.
2. Private fire protection systems must be metered and payment of the costs of such installation shall be the responsibility of the property owner. Use of water from private fire sprinkler systems and hydrants shall be for fire suppression or system testing purposes only. Customer must contact the District prior to conducting any tests. Any usage outside of authorized testing shall be charged the oversized meter charge plus any usage.
3. Private fire protection systems with a flow through design and/or have regular usage will be charged the oversized meter rate plus usage.

Section 20 – Temporary Water Service from a Fire Hydrant

- A. Fire hydrants shall not be used or operated for purposes other than fire protection unless specifically authorized in advance by the District.

- B. At the District's determination, temporary water service may be provided from a fire hydrant. The customer shall make application for hydrant service at the District's main office, and shall pay a Hydrant Connection Charge as shown in the Schedule of Fees, attached as Exhibit 1. The District will install a meter on the hydrant and will bill for water consumption at the established rate schedule in effect for that area.
- C. The District reserves the right to exclude any hydrant from use for temporary hydrant service. Unauthorized use of a hydrant shall be considered a theft of water and may be subject to prosecution for theft, damages, and costs related to such action.

Section 21 – Unauthorized Use of Water and/or Sewer

- A. No person shall attach to or detach from any water main, a pipe or other connection, or interfere in any manner with such water mains, service pipes or meters, or to use the water for purposes other than those named in the application upon which rates for water are based, or for any other purpose than that for which the contract provides.
- B. Except as otherwise provided by Special Contract, each service pipe shall be located so that not more than one parcel of property shall be served through a single meter.
- C. No person shall break, damage, destroy or tamper with any part of the District's sewer system. No person shall make unauthorized connections to the public sewer system.
- D. No storm water, surface runoff or underground drainage shall be diverted to any sewer, manhole or other appurtenant structure or portion of the system. Additional regulations and requirements for sewer connections are found in BHWSD Resolution 276.

Section 22 – Customer's Responsibility for Protective Equipment

- A. It shall be the customer's responsibility to provide suitable protective equipment, such as pressure-reducing valves, shut-off valves, and pressure-relief valves, to adequately protect the customer's premises and equipment. The District shall not be liable or responsible for any loss or damage resulting from defects in the customer's installation, or from accidents which may occur on the customer's premises by reason thereof, whether or not such installation has been inspected by the District.
- B. The District shall have the right, but shall not be obligated, to inspect any customer's water installation before service is supplied or at any later time. The District also reserves the right to refuse to connect, or to disconnect an existing service to any installation which does not conform with this Resolution and with applicable codes and accepted standards of construction.

Section 23 – Customer’s Responsibility for District Property

- A. The customer shall exercise due care and precaution to prevent damage to any District property located on the customer’s premises, including meters, instruments, services, connections and any other equipment installed and owned by the District, and all such equipment shall be and remain the property of the District and may be removed at the discretion of the District. In the event District property is damaged because of customer negligence, the District may charge and collect from the customer the cost of repairs and/or replacement.
- B. The District may seek prosecution for theft of water, unlawful sewer discharge, destruction of District property, and other violations of law affecting delivery of its services and pursue collection for its losses, damages and costs related to such action to the fullest extent provided by law.
- C. In no event shall a customer plant trees, shrubs or other vegetation, install driveways, patios or sidewalks or construct or locate any permanent structure over, across or under the District’s existing water or sewer system facilities. Nor shall a customer engage in any activity, either grading or filling, which significantly increases or decreases the depth below the surface of any underground District facilities. The customer may be required to remove any obstruction without undue delay or to pay the District’s cost of relocating the water or sewer system facilities. Failure to comply with these requirements may result in termination of utility service to the customer.
- D. If any such planting, construction or grading over or under District facilities should occur without the District’s expressed written consent, the customer assumes all liability and responsibility for any damage or injury which may occur as a result thereof.
- E. Pursuant to State Law (RCW 19.122), a customer is required to provide forty-eight (48) hours’ notice to the District prior to any excavation in excess of twelve (12) inches deep to enable location of the District’s underground facilities.

Section 24 – Cross Connection and Back-Flow Prevention

- A. Interconnection of a customer-owned water system such as a well or spring, or other type of cross connection with the District’s water system, shall be prohibited unless provided for by Special Contract. Elimination and control of cross connections which may endanger the water quality of the District’s supply shall be performed in accordance with the provisions of WAC 246-290-490 as it may be amended or superseded and Resolution No. 488.
- B. All plumbing within buildings served by the District shall comply with local building codes and shall be installed so as to prevent possible contamination of the District’s water supply due to cross connections or back siphoning.

- C. All new construction shall be subject to a review to determine if a cross connection device is required. Periodic inspection and repair of cross connection devices shall be performed per the District's adopted Cross Connection Control Policy.
- D. All elements of the District's adopted Cross Connection Control Policy shall be included in the District's Cross Connection Control Program plan.

Section 25 – Meter Tests

The District will make necessary tests and inspections on its water meters to insure a high standard of accuracy. Additional tests may be requested by the customer and if the meter is found to register more than three percent (3%) fast, the District will pay for the testing and will adjust the customer's billing for the known or assumed period of error, not to exceed the previous six (6) months. The District will also make a similar billing adjustment if the tests reveal the meter is registering more than three percent (3%) slow. If such requested test reveals the meter to be operating within three percent (3%) accuracy, the customer shall pay the cost for testing as shown on the Schedule of Fees, attached as Exhibit 1.

Section 26 – Adjustment for Water Leaks

Under procedures approved by the District's Commissioners, a credit may be given on a single water bill which is unusually high because of a leak on the customer's premises. The billing period eligible for the adjustment will be the period during which either the customer notifies the District of a leak or the District notifies the customer of unusually high usage. The customer must fill out an application requesting a leak adjustment and submit it to the District within six months of discovery. Leak adjustment requests submitted after six months will not be considered. The credit amount will be based on the usage in excess of normal consumption and credited at the base raw water rate as determined by Water Operating Board current rates, and will apply only to the highest single month of consumption during the leak period. An actual leak must be confirmed by the District (not just an unaccounted for high water usage), and must be repaired before a credit will be issued. Simply shutting off the leaking line or fixture shall not constitute a repair. Credit will not be given for water loss due to customer action, inaction, or negligence, such as a hose left running or leaky toilets, and no adjustment will be given for a leak of less than 2,000 cubic feet for a single occurrence. No more than one (1) leak adjustment will be made in any three (3) year period.

Section 27 – Right of Access

The District, through its authorized employees, shall have the right of access to customers' premises as reasonably required for the purpose of reading meters, testing, repairing, inspecting, removing or replacing any District equipment located thereon. If any such equipment is located within a locked area or enclosure, the District shall be furnished with a key for access. It is the customer's responsibility to restrain any pets to allow District personnel access to District equipment. Customer failure to cooperate in allowing District personnel access may result in termination of water service.

Section 28 – Interruption of Service

- A. The District will exercise reasonable care and diligence to provide adequate and uninterrupted service, but will not be liable for personal injuries, property damages or

any other loss or damage resulting from failure of service due to causes reasonably beyond its control. Such failure shall not constitute a breach of agreement for service, nor will the District be liable in any event for any injury, loss or damage resulting from strikes, boycotts, labor disputes, fire, riots, injunctions or courts, war, acts of God or the public enemy, or other causes beyond its control.

- B. The District will make reasonable effort to notify customers of a planned water or sewer outage, but reserves the right without penalty to temporarily suspend service when necessary for the purpose of making repairs or improvements to its system.

Section 29 – Rates and Charges

Rates and charges for water and/or sewer service shall be established by Resolution(s) adopted and amended from time to time by the Commission of the District.

Section 30 – Special Contracts

The rate and other terms for any class or character of service to any customer may be as set forth in a Special Contract recommended by the Manager and approved by the Commission of the District.

Section 31 – Effective Date of Service

Except as otherwise provided in Special Contracts, the District's rate shall be charged and bills rendered from the date that water/sewer service is first available to the customer.

Section 32 – Liability for Violating Provisions of this Resolution

Any person violating any of the provisions of this Resolution shall be prosecuted in accordance with the law; and in addition to the penalty which may be meted out by the court, the water service of any person found guilty of violating the provisions of this Resolution may be disconnected, and the person violating shall be liable for all damages and expenses incurred by the District.

Section 33 – Validity

If any section, subsection, subdivision, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or void, such invalidity shall not thereby affect the validity of the remaining portions of this Resolution.

Section 34 – Effective Date

The Terms and Conditions revised by Resolution No. 507 shall take effect and be in force and effect on and after the 20th day of June 2018.

Exhibit 1

**Schedule of Fees
(Effective June 20, 2018)**

Pursuant to General Terms and Conditions Applicable to Water Service

Customer Account Set-up Fee	\$ 25.00
Customer Account Change Fee	\$ 25.00
Title Company Estimated Payoff Quote provided by BHWSO staff	\$ 35.00
Title Company Estimated Payoff Quote provided by WebCheck	\$ 25.00
Optional Meter Read for Final Bill	\$ 35.00
Late Fee Penalty	\$ 10.00
Final Notice Fee	\$ 20.00
Returned Check or Electronic Payment	\$ 25.00
Fire Flow Letter	\$ 50.00
Letter of Availability	\$ 25.00
Water Reconnection Charge before 4:30 p.m. on District workdays	\$ 30.00
Water Disconnect/Reconnect after 4:30 p.m. on District workdays	\$ 100.00
Tampering with meter or other District facilities	\$ 250.00
Meter Removal Fee: when BHWSO finds it necessary to avoid unauthorized usage	\$ 75.00
Lien File/Removal Administrative Fee	\$ 50.00
Non-Emergency After Hours Call out	\$ 100.00
Backflow Assembly Test:	
• Annual testing program rate depends on consultant contract	\$5 admin + contract \$
• Testing performed by District staff for new, outside services, or select testing.....	\$ 40.00
Meter Test - 3/4" residential meter	\$ 30.00
- Meter larger than 3/4"	Actual Cost
Hydrant Meter Connection Charge	\$ 100.00
New Side Sewer Construction – Deposit	\$500.00
All Side Sewer Inspections (Gravity Visual, Pressure Test & Pump Systems)	\$150.00
Reinspection Due to Defects of Materials And/Or Workmanship	\$ 30.00
Inspection of Capped Sewer Line	\$ 30.00

Exhibit 2

Water Connection Fee and General Facilities Charge Policy

A. *Local Facilities Charge*

1. The customer shall pay the actual cost of time and materials for connection of pre-run service inside an approved subdivision, connection of any service requiring a tap of the main or reestablishment of service where a previous water meter has been removed.
2. Customer will be provided with an estimate which must be pre-paid. Upon completion of installation, customer will be provided with a statement of actual charges and receive either a refund or bill for the difference between the estimate and actual costs.

B. *General Facilities Charge*

1. In recognition of the need for substantial water system supply and distribution improvements in all portions of the District's water service area, a General Facilities Charge shall be made for each water service connecting to the District's water system. Such General Facilities Charge shall be based on the District's determination of the size of the meter needed to serve the installation, and shall be paid prior to the installation of service.
2. If a customer requests or additional development requires an increase in service size, the customer shall pay the incremental General Facilities Charge at the time of application for service.
3. If the District determines that a larger service is required solely to serve a fire protection system, either at the time of initial service or at a later date, the incremental General Facilities Charge shall not apply.
4. Schedule of General Facilities Charges:

Meter Size	General Facilities Charge
¾-inch	\$3,820
1-inch	\$6,310
1 ½-inch	\$12,785
2-inch	\$20,384
3-inch	\$38,200
4-inch	\$63,606
6-inch	\$127,378

5. The Schedule of General Facilities Charges shall be reviewed each year against the Capital Improvement Plan and the Seattle ENR Construction Cost Index and adjusted accordingly.

Exhibit 3

**Sewer Connection Fee, System Development Charge,
and General Facilities Charge Policy**

A. Local Facilities Charge

1. The customer shall pay the actual cost of time and materials for connection of pre-run service inside an approved subdivision, connection of any service requiring a tap of the main or reestablishment of service where a previous sewer lateral has been removed.
2. Customer will be provided with an estimate which must be pre-paid. Upon completion of installation, customer will be provided with a statement of actual charges and receive either a refund or bill for the difference between the estimate and actual costs.

B. System Development Charge and General Facilities Charge

1. System Development Charges (SDC's) for sewer are fees that are collected and passed on to Three Rivers Regional Wastewater Authority (TRRWA). The SDC's are established by the TRRWA Board and are calculated based on an Equivalent Residential Unit (ERU). The ERU's are determined based on meter size for Commercial.
2. Resolution No. 338, adopted July 10, 1996, established a General Facilities Charge (GFC) to fund capital projects for the District. In recognition of the need for substantial sewer system collection improvements in all portions of the District's sewer service area, a General Facilities Charge shall be made for each sewer service connecting to the District's water system. Single family residential units are considered single ERU's, Multi-unit residential are charged at a reduced ERU ratio per dwelling unit, and commercial property ERU's (other than dwelling units) are calculated based on water meter size.
3. If a customer requests additional dwelling units, the customer shall pay the incremental General Facilities Charge at the time of application for service.
4. Residential Schedule of System Development Charges and General Facilities Charges:

Dwelling Units	ERU Ratio per Dwelling Unit	System Development Charge		General Facilities Charge
Single Family	1.0	\$ 1,957.00		\$ 3,459.00
Duplex, Triplex, Fourplex	0.86	\$ 1,683.02		\$ 2,974.74
Apartment (5 or more)	0.67	\$ 1,311.19		\$ 2,317.53

5. Commercial Schedule of System Development Charges and General Facilities Charges:

Meter Size	ERU Ratio	System Development Charge		General Facilities Charge
¾-inch	1	\$ 1,957.00		\$ 3,459.00
1-inch	2.5	\$ 4,892.50		\$ 8,647.50
1.5-inch	5	\$ 9,785.00		\$ 17,295.00
2-inch	8	\$ 15,656.00		\$ 27,672.00
3-inch	16	\$ 31,312.00		\$ 55,344.00
4-inch	25	\$ 48,925.00		\$ 86,475.00
6-inch	50	\$ 97,850.00		\$ 172,950.00

Attachment 1

Implementation of Water Policy – Section 16 Water Connections and Extensions

1. As a general policy, the District will make every effort to maintain customer service policies flexible enough to meet the many specific service arrangements that arise, but such policies must compensate the District for the cost of making water service available.
2. On July 14, 1976, a Water Service Areas Agreement with the Cities of Longview and Kelso was approved designating the service area responsibilities of each of the participating water purveyors. The District will provide extensions or connections to its water system within its service area if it has or can arrange for an adequate supply of water and the connection is otherwise determined by the District to be feasible on an engineering and economic basis.
3. Except as otherwise provided by Special Contract, an extension of the District's water system will be required under the following conditions:
 - a. Facilities are needed along a public road or highway right-of-way in order to reach the customer's property.
 - b. The line to the customer's property is not adequately sized, as determined by the District, to provide the required service to the customer.
 - c. The customer's property does not lie adjacent to the District's water main.
 - d. A customer or developer is short platting or subdividing into three or more lots or at the determination of the District it is expected that three or more service requests will be received along the proposed main extension.
4. When the customer's property does not lie adjacent to the District's water main and service is requested for no more than two lots, and when the District determines that additional requests for service are not likely to be received in the near future, an Interim Water Connection Agreement may be offered whereby the extension of the main can be deferred until further development occurs.
5. Under the Interim Water Connection Agreement, the customer shall agree to participate, under a cost sharing formula, in the cost of extending the main at any future date. The cost sharing shall be based on the total cost of the extension divided by the number of participating parcels of property. When more than one customer is benefited from the extension, and the customer requesting service desires the cost to be shared, it shall be the customer's responsibility to obtain the financial participation of the others who may not be subject to the Interim Water Connection Agreement.
6. Determination of the need for extension of the main shall be at the sole judgment of the District and shall be based upon factors such as:
 - a. Receipt of a third request for service along the route of the proposed main.
 - b. Any short platting or subdividing of property served by the proposed main.
 - c. Any State or local regulation or fire code requires the extension.

7. Private service lines to property that does not about the main will be allowed without an Interim Water Connection Agreement only when service is being requested for no more than two lots and, at the District's determination, geographical limitations preclude further development along the route of the main.
8. The customer or developer should contact the District well in advance of any construction for information and specifications for installation of water service facilities and for determination of charges that will be made for the proposed service connection.
9. In order to keep costs to a minimum, the scheduling and coordination of the various phases of water installation work should be given careful consideration. Care should be exercised in insure that existing underground utility facilities are not damaged. The customer or developer is responsible for requesting the location of existing utility facilities before construction is begun.
10. The meter location shall be approved by the District and, unless otherwise specified by the District, shall be located at the customer's side of the property line. The meter location must be clear of sidewalks, driveways, shrubs, planters, or any other obstruction which may hamper access for the maintenance or meter reading, and shall be final grade prior to installation of the meter. If it becomes necessary to relocate the meter the customer shall be responsible for paying the cost of relocation.
11. For the customer's protection, it is strongly recommended that the water service beyond the meter be rated at 160 PSI or higher. Water service lines should be buried at not less than a minimum depth of two feet.
12. When an extension of the main is requested or upon submission of a plot plan of a subdivision approved by city or county governmental agencies, the District will, after first determining engineering and economic feasibility for an extension, enter into an agreement with the customer or developer for the extension of water service.
13. The customer shall pay the entire cost of the extension, excluding the District's labor for tapping the main, and may elect to have the extension constructed by the District or a District-approved contractor with main installation experience subject to inspection and approval by the District.
14. In cases where the District makes the extension on behalf of the customer, the District shall determine the estimated cost of the installation (including Connection and System Development Charges). Upon receipt of payment of the estimated cost, the District will make the installation. If the actual cost is less than the estimated costs, a refund of that portion shall be made to the customer. If actual costs exceed the estimated costs, the District will invoice the customer for the additional amount.
15. At a time set by action of the District's Commission, the District will assume ownership and accept the system installed by a customer or developer. Before acceptance of ownership of the system can occur, the customer or developer must have furnished rights-of-way or easements satisfactory to the District and as-built maps showing the location and size of all mains, services, fittings and other facilities.