

# **Heights Water**

## **General Rules & Regulations for Water Service**

### **1. GENERAL PROVISIONS**

**PURPOSE:** These rules and regulations have been adopted to establish uniform practices for water system service; and, to outline the mutual obligations of Heights Water and its customers.

It is understood that these rules are necessary to provide the maximum benefit to public health and well-being as the public uses the services of Heights Water. It is further understood that such rules and regulations are adopted for the safe, economical and efficient construction, management and operation of the Water System in accordance and the U.S.E.P.A. Safe Drinking Water Act and the laws of the State of Washington.

**WATER QUALITY** – Heights Water will endeavor to ensure that all water furnished for human consumption meets the requirements of the Safe Drinking Water Act.

**APPLICATION** – These rules and regulations are hereby made a part of the contract with every person or entity provided with water service by Heights Water. Every person or entity making application for service, or accepting such service, shall be bound by these rules and regulations. Customers are advised to obtain information from Heights Water on the availability of water and pressure conditions, availability of service, acceptable and unacceptable practices, and other pertinent data to assure satisfactory service and compliance with these rules and regulations. These rules and regulations must be read together with the Heights Water By-Laws. In the event that any provision in these rules and regulations conflicts with a provision in the By-Laws, the By-Laws provision shall control.

### **2. DEFINITIONS**

**APPLICANT** – Any person or entity applying for water service.

**BACKFLOW PREVENTION ASSEMBLY** – Equipment approved by the State of Washington for protecting the Water System from potential contamination through backflow from a member's piping.

**BOARD** – The Board of Trustees as created and provided for in the Heights Water By-laws.

**CAPITAL IMPROVEMENT PLAN CHARGE (CIP)** – A charge applied to all accounts, regardless of whether they are connected to the system, which shall be used to pay for current and future system capital improvements.

**CORPORATION STOP** – Refers to the point where the member's service line physically connects to the distribution main.

**CROSS CONNECTION** – Refers to any connection or arrangement, physical or otherwise, between the Water System's water supply system and any foreign source of water supply, plumbing fixture or any tank, receptacle, equipment or device, through which it may be possible for potable and non-potable water to enter into the water system.

**CUBIC FEET** – The unit of measure used by the Water System when computing the amount of water consumed or that passes through a meter.

**CUSTOMER** – Person or persons, firm, corporation, association, or governmental department, whether owner or tenant, whose name(s) appear on the records of the Water System as the party receiving service and is responsible and liable for payment of charges for services provided by the Water System.

**MEMBER'S SERVICE CONNECTION** – Refers to the piping and any devices located downstream of the meter. This line is installed and maintained by the owner.

**FEES** – Charges other than rates.

METER – The instrument used to measure in cubic feet the amount of water delivered to a customer. The meter is owned by the Water System. One cubic foot of water equals 7.48 gallons.

MEMBER – The person holding the deed or recorded title to premises; owner of water share for said property; and ultimately responsible for all outstanding balances unpaid by tenant, agent, etc.

PREMISES – A dwelling, building, structure, or parcel of real estate that is normally supplied with water through one separate service pipe and meter installation.

RATES – Rates are established by the Board of Trustees at a price sufficient to cover the cost to supply service, as well as maintain and meet any expenses of the system.

SERVICE CONNECTION – The main tap, pipe, fittings, and valves, from the water main to and including the meter. Meter boxes are normally installed as close as possible to the main, usually in the public right of way, adjacent to the property line. They become the property of Heights Water upon installation.

SERVICE CONNECTION COST – This shall be sum of all charges necessary for the complete installation of a service connection, and shall be borne by the member.

SHALL, WILL, MAY, REQUIRED, AND SHOULD – These words indicate the status of the regulation. “Will”, for instance, is a requirement. “Should” is recommended. “May” is at the discretion of the Board. “Shall” and “Required” are mandatory wherever used in this document.

WATER MAIN – The Water System’s supply or distribution pipe laid in the street or other right-of-way or easement for the distribution of water to customers. The main is a line designed or used to serve more than one premises.

WATER RIGHTS – The legal right issued to Heights Water by the Department of Ecology of the State of Washington, permitting the Water System to use specific sources of water.

WATER SHARE – A Water Share entitles the member thereof to one service through the appropriately-sized connection.

WATER SYSTEM – The potable water distribution system operated by Heights Water.

### **3. WATER SYSTEM’S PROVISION OF WATER SERVICE**

WATER SUPPLY – The Water System will exercise reasonable diligence and care to deliver water service to the customer; provided, that the Water System will not be liable to any customer or any other person or entity for any interruption, shortage, insufficiency of supply, lack of or excessive water pressure, or for termination of service without notice, for reasons deemed necessary and proper by the Board.

SERVICE INTERRUPTIONS – Whenever necessary for the purpose of repairs, extensions, or other improvements to its system, the Water System shall have the right to temporarily suspend the delivery of water. The Water System shall provide reasonable notice to customers impacted by the service interruption if circumstances permit. Any interruption will be of as short of duration as practicable under safe operating conditions.

Except in the case of emergency repairs, the Water System shall use its best efforts to give the customer at least 24 hours’ notice before shutting off service. Customers depending upon a continuous supply of water shall provide emergency water storage and any check valves or other devices necessary for the protection of plumbing or fixtures against failure of the pressure or supply of water in the Water System’s mains. Repairs or improvements will be undertaken as rapidly as practicable, as determined by the Water System.

GENERAL WATER SYSTEM LIABILITY – Any temporary failure of the Water System to supply water service by reason of accident, unusual natural condition or otherwise, shall not render the Water System liable.

VARIATIONS IN SERVICE – The water pressure and capacity of the Water System’s facilities may vary in different areas. As protection against the installation of unsuitable fixtures and equipment, members shall ascertain from the Water System the type and conditions of service available at their point of delivery.

EMERGENCY RESTRICTIONS – In the event of an emergency that requires the immediate temporary curtailment of the use of water supplied either directly or indirectly from the Water System’s facilities, the Water System shall have the authority to impose on any or all customers such restrictions on use of water as may be necessary for the protection of its customer’s health and welfare.

LOCATION OF MAINS – No new mains shall be constructed on private property.

MAIN EXTENSIONS – All extensions to the distribution system shall be paid for by the members requesting the extension. The extension shall be designed and/or approved by the Water System’s engineer. The Water System reserves the right to approve any contractor selected to construct the extension. All main extensions shall become the property of the Water System upon completion of project.

SERVICE CONNECTION MAINTENANCE – Once the Service Connection is installed by the member, the Water System shall be responsible for its repair, maintenance, and replacement when it fails following the expiration of the contractor’s warranty.

WATER QUALITY TESTS – The Water System shall not be responsible for performing any water quality tests requested by the customer. The Water System may perform chlorine residual tests at the customer’s request if it is suspected that there is a leak in the customer’s service or nearby distribution main.

#### **4. CUSTOMER’S RESPONSIBILITY**

COMPLIANCE WITH RULES AND REGULATIONS – If the member, their tenants, agents, employees, or contractors fails to comply with any of these Rules and Regulations, or tampers with the service facilities of the water system, the Water System will have the right to discontinue service until fees are paid and/or the required corrective action taken.

ACCESS TO METERS – Representatives of the Water System shall have free access to meters for reading and repair purposes. Should a meter or meterbox be obstructed or inaccessible, the customer shall be notified of the problem in writing with a request that the customer clear any obstructions and make the meter or meterbox accessible prior to the next scheduled meter reading. Failure to comply with the Water System’s request will allow the Water System to discontinue service until the problem is corrected.

DAMAGE TO UTILITY PROPERTY – The member shall be liable for any damage to a meter or other equipment, facilities or property of the Water System caused by the member, his tenants, agents, employees, or contractors. Any damage to mains, service connections, valves, fire hydrants, or other property of the Water System, including consequential damage caused by damage to facilities, shall be paid for by member on whose property the damage occurred.

RESALE OF WATER – Unless specifically agreed upon by the Water System in writing, the member shall not resell any water received from the Water System.

#### **5. MEMBER’S SERVICE CONNECTION**

INSTALLATION OF NEW SERVICE CONNECTION – All costs to install a new service connection is the responsibility of the member. Only an experienced licensed and bonded contractor selected by Heights Water is permitted to tap the water main. The Water System shall approve the location of the new connection, as well as oversee and inspect the actual installation of the connection.

METER LOCATION AND SIZE – All meters shall be located as close as possible to the main. To the extent possible, a meter must be installed in a right-of-way or other property in which the Water System has an interest or right-of-entry. The Water System shall supply meters up to 1-inch and must approve the location of all new meter

installations. If the member requires a meter larger than 1-inch, the member will be charged the difference between the cost of a 1-inch meter and the size required.

**MEMBER OWNED LINES AND FACILITIES** – The member shall be responsible for repairing, maintaining, and replacing piping and any installations located downstream of the meter.

**CROSS CONNECTION CONTROL** – The Water System may require a member to install immediately downstream of the meter, as a condition of continued water service and at the member's expense, an approved backflow prevention assembly if the Water System determines it is necessary to prevent a potential cross connection between the water system and any other potable or non-potable water supply, irrigation system, or closed fire sprinkler system. Failure to comply may result in the termination of service until the situation is corrected.

**BACKFLOW PREVENTION ASSEMBLY TESTING** – To comply with the Water System's Cross Connection Control Program, all backflow prevention assemblies must be tested annually at the member's expense by a Washington State certified Backflow Prevention Assembly Tester to confirm that they are in good working order. All backflow prevention assembly records shall be maintained at the Water System's office.

**CHANGES TO MEMBER'S SERVICE CONNECTION** – When the proper size of service connection for any premises has been determined and the installation has been made, the Water System has fulfilled its obligations insofar as the size of the service and the location are concerned. If the member subsequently desires a change in size of the service connection or a change in the location thereof, he shall bear all costs of such change, and shall obtain approval from the Water System prior to making such changes.

**ABANDONMENT OF SERVICE** – In the event that a member desires to abandon their water service, the corporation stop shall be removed along with the service line to the meter. The removal shall be at member's expense and accomplished by a licensed contractor. The Water System shall apply to King County for right-of-way permit and shall oversee the removal process. The cost of the County right-of-way permit and inspections required for abandonment of service will be the responsibility of the member.

**RETURNING UNWANTED WATER SHARES** – The Water System may, at the sole discretion of the Board, repurchase unwanted water shares at the original price paid. Funds paid to extend the main shall not be reimbursed. In the absence of documentation of original share price, the Water System shall determine the share value based on historical guidelines.

**UNAUTHORIZED CONNECTION** – When the Water System discovers an unauthorized connection to the system, the unauthorized connection will be immediately shut-off and the property owner will be notified in writing. The Water System reserves the right to recover lost revenue and costs.

## **6. RENDERING AND PAYMENT OF BILLS**

**METER READING** – The Water System normally reads meters for all its customers every two months. In months where the meter reader is unable to gain access to the meter on their regular meter reading trip, or in months where meters are not read, the Water System may provide an estimated water bill.

**RATES** – The Board of Trustees shall establish rates at a price sufficient to cover the cost of supplying service and meeting all expenses of the Water System as provided in the Water System's By-laws.

**PAYMENT OF BILLS** – All bills shall be due and payable by the last day of the billing month ("Due Date"). Property owners shall be responsible for the water bill if unpaid by tenants.

**PAST DUE NOTICE** – Payments not received in the Water System's office or drop box at the pump station by the month-end Due Date shall be charged a late fee. A Past Due notice reflecting the addition of a late fee shall be mailed/mailed as soon as possible after the Due Date.

**FINAL NOTICE** – Past Due payments not received by the Water System by the Past Due Date, shall be charged a Final Notice fee. The Final Notice shall be mailed/mailed to the customer (a courtesy mailing may also be sent to

the owner if a tenant is named as responsible party) approximately ten days prior to shut-off of service for non-payment.

**DISCONNECTION OF SERVICE FOR NON-PAYMENT** – If payment is not received by the date and time specified on the Final Notice, water service shall be shut off and the meter locked until payment in full is made. Service will be restored as soon as possible after payment in full, including the full shut-off fee. The Water System cannot guarantee service restoration the same day payment is received.

**RETURNED CHECKS** – If a bank check received for payment of any bill has been dishonored, a service charge shall be applied. Within ten (10) days of written notice, the full amount of the bill must be paid in cash or other acceptable method at the Water System's office, along with the NSF service charge. Should the customer fail to make payment on the dishonored check, the Water System may shutoff service after issuance of a Final Notice.

**DISPUTED BILLS** – If a customer believes their meter was misread, they shall present their claim to the Water System office before the bill becomes delinquent. If such claim is made after the bill has become delinquent, it shall not prevent discontinuance of service according to Water System policies. If the meter was misread, an adjustment based on actual usage shall be made.

If a customer believes a bill is unusually high due to causes other than a leak, they are not entitled to make a claim for adjustment, and the resulting bill is due according to the usual and standard billing schedule.

**LEAK CREDIT** – A credit amounting to 50% of the overage based on average annual usage may be issued to a customer if a leak is repaired immediately upon notification by the Water System. No credit shall be given for leaks not repaired within the same billing period as notification. A credit will be given for one billing cycle only.

**NON-REGISTERING METERS** – If a meter is found to be not registering, the charges for service shall be based on estimated consumption. Such estimates shall be made from previous consumption for a comparable period, or by such other method as is determined by the Water System and its decision shall be final.

**CHANGE IN CUSTOMERS/MEMBERS** – A customer/member taking possession of property and using the Water System's service without having made application for the transfer of that service shall be held liable for the water delivered from the date of the last rendered meter reading. If proper application for transfer is not made and accumulated bills for service are not paid upon presentation, the service may be discontinued ten (10) business days after written notice is given to the user.

*Revised and approved by the Heights Water Board of Trustees on April 9, 2015*