

1 **FREELAND WATER & SEWER DISTRICT REGULATIONS**

2
3 **Per adopted Resolution 4-001-2023**

4
5
6 **ARTICLE - I: GENERAL**

7
8 **SECTION 1.01 - DEFINITIONS**

9
10 As used herein, the following terms shall be defined as follows:

11
12 **"Application for Water Service"** is a standard District form to summarize necessary
13 information about the party(s) applying for water service and to relay pertinent
14 information to the applicant regarding terms and conditions of service.

15
16 **"Accessory Dwelling Unit"** (ADU) means a dwelling unit, situated on the same parcel as a
17 single-family dwelling, shares a common access point with the single-family dwelling
18 and which cannot be segregated or separately sold, transferred, given, or otherwise
19 conveyed unless the lot is of sufficient size to meet base density and other Island County
20 Code requirements. ADUs do not include recreational vehicles, travel trailers, or tiny
21 homes on wheels.

22
23 **"Commercial and Industrial Property"** shall include hospitals, hotels, long-term care
24 facilities, and facilities not used for residential purposes.

25
26 **"Customer Leak"** is an unintentional water loss caused by broken and/or malfunctioning
27 plumbing fixtures or pipes on the OWNER'S side of the water meter.

28
29 **"District"** shall mean the Freeland Water & Sewer District, Freeland, Washington governed by
30 an elected Board of Commissioners.

31
32 **"District Water System"** shall mean the water systems belonging to and/or managed by the
33 Freeland Water & Sewer District.

34
35 **"Developer Extension"** shall mean the development, extension, or expansion of water or sewer
36 facilities, mains, or improvements, initiated, paid for, and completed, by a developer or
37 OWNER, or any party, benefiting therefrom under the supervision of the DISTRICT.

38
39 **"District Engineer"** shall mean the Licensed Professional Engineer duly appointed or employed
40 by the Freeland Water & Sewer District to provide professional engineering design,
41 review, or management, services to the DISTRICT, or its designees.

42
43 **"Equivalent Residential Unit (ERU) "** shall mean the average daily consumption rate of
44 single-family residences within the DISTRICT over the past five-year period.

45
46 **"Local Fire Protection Authority"** or "Fire Department" shall mean the fire district, directly
47 responsible for the fire protection within the boundaries of the Freeland Water & Sewer
48 District.

49

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

6 **"Living Unit" or "Dwelling Unit"** shall mean a single-family living area including a single-
7 family residence, an apartment, a motel or hotel unit, a trailer, or a manufactured home.
8

9 **"Multiple Unit Commercial Property"** shall refer to a single property occupied by more than
10 one COMMERCIAL and/or INDUSTRIAL activity.
11

12 **"Multiple Unit Residential Property"** shall refer to a parcel with one or more structures
13 equipped for occupancy by more than one LIVING UNIT and shall be synonymous with
14 multi-family dwelling, high density dwelling, duplex, triplex, apartments, etc.
15

16 **"Owner"** shall mean the person, partnership or corporation owning the particular PREMISES to
17 which water is being or is to be furnished.
18

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

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

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

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

42 **"Residential Property"** shall refer to those properties or premises intended for human
43 habitation.
44

45 **"Service Connection Charge"** is the base connection fee charged by the DISTRICT for all new
46 service connections to existing water mains owned and/or operated by the DISTRICT. It
47 is the fee charged after all other obligations have been met and an OWNER wishes to
48 have a meter installed in an existing meter box to commence the drawing of water from
49 said main. The Service Connection Charge includes the cost of the water meter, but does

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1 not include the costs of labor, parts or materials needed to install a water service (the
2 connection between the water main and meter box).

3
4 **"Service Installation Fee"** This is the sum of costs to install a meter box and connect the meter
5 to the water main.

6
7 **"Temporary Connection Fee"** provides a temporary connection during construction or
8 development of a site. It shall be charged at the same rate as the Service Connection
9 Charge. Other charges for Temporary Connection may be imposed by the DISTRICT on
10 a case-by-case basis as determined by the DISTRICT. Upon completion of construction,
11 the cost of the Temporary Connection Charge can be applied toward the permanent
12 connection.

13
14 **"Water Availability Notification"** is a letter provided by the DISTRICT to facilitate planning
15 of a DEVELOPER EXTENSION or planned multi-lot development project.

16
17 **"Water Availability Verification"** (WAV) is a Island County Health form issued by the
18 DISTRICT verifying a water share is allotted to a parcel to support an application for a
19 building permit. A WAV is valid for one year and will be issued to the OWNER or
20 AGENT once an APPLICATION FOR WATER is submitted and the SERVICE
21 CONNECTION CHARGE has been paid to the DISTRICT.

22
23 **SECTION 1.02 - SPECIFICATIONS**

24
25 All construction specifically covered under these District Regulations and any related
26 construction which occurs as a part of or as a result of the work covered under these District
27 Regulations, shall be performed in accordance with all applicable State and County codes and
28 with the "Standard Specifications for Municipal Public Works Construction", as prepared by the
29 Washington State Chapter of the American Public Works Association, current edition or as
30 otherwise revised or superseded, and with the "General Specifications for Water Main
31 Extensions" of the Freeland Water & Sewer District.

32
33 **SECTION 1.03 - APPLICATION FOR WATER SERVICE**

34
35 All parties wishing to connect to the DISTRICT WATER SYSTEM shall apply for such
36 connection on such forms and under such agreements as prescribed by the DISTRICT. Such
37 forms include, but are not limited to, the DISTRICT'S Application for Water Service, Island
38 County's Water Availability Verification Form, Preliminary Services Agreement, Developer
39 Extension Agreement, Recovery Contract, Easement and Facility Conveyance Agreement, and
40 Cross Connection Control Agreement. Minimally all applicants shall execute an Application for
41 Water Service and pay the SERVICE CONNECTION CHARGE. The size of the water meter to
42 be installed shall be determined by the DISTRICT.

43
44 Additionally, OWNERS of any rental property connected, or to be connected, to the DISTRICT
45 WATER SYSTEM, shall agree to have their name appear on all billings for that property by the
46 DISTRICT and such billings shall be mailed to the OWNERS and shall become delinquent if not
47 paid by the due date indicated on the billing.

48
49 **SECTION 1.04 - STATE AND COUNTY RULES**

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

5
6 **SECTION 1.05 - LIMITS OF DISTRICT RESPONSIBILITY**
7

8 At no time shall it be the responsibility of the DISTRICT to enter upon private property to repair
9 or maintain water service lines or appurtenances which are not part of the DISTRICT WATER
10 SYSTEM.

11 **ARTICLE - II: CONSTRUCTION REQUIREMENTS**

12
13 **SECTION 2.01 EXTENSION OF MAINS**
14

15 OWNERS of property who desire to have the DISTRICT WATER SYSTEM extended to
16 provide service to their property may have such extensions constructed by any of the following
17 methods as may be determined appropriate and approved by the DISTRICT at its sole discretion:
18

- 19 **1. ULID:** The formation of Utility Local Improvement District. Under this method
20 the proposed improvements are financed by the DISTRICT with the security that
21 the costs will be paid through the enactment and approval of tax assessments to be
22 levied against the properties specifically benefited by said improvements. ULID
23 formation may occur either by petition of the OWNERS of 60 per cent of the total
24 designated benefiting land area, or by resolution of the DISTRICT
25 Commissioners where said ULID is not protested by OWNERS of at least 40 per
26 cent of the land area within the ULID boundaries thus proposed.
27

28 All ULID financed projects or improvements shall be conducted under terms and
29 methods prescribed by the Washington State Law and the DISTRICT.
30

31 Methods of calculating assessments relative to benefit under the ULID process
32 may be based on Area, Assessed Value (per records of the Island County Tax
33 Assessor), or relative, adjusted, or actual front footage along or parallel to streets
34 or water mains, or any combination of such methods, or an alternate method, that
35 results most closely, in the judgment of the DISTRICT, in the apportionment of
36 costs relative to benefit.
37

38 All benefiting properties excluded from a ULID may be subject to future "fair
39 pro-rata share" assessments, fees, or surcharges by the DISTRICT at such time in
40 the future that service from improvements thus financed is sought for such
41 properties.
42

- 43 **2. OWNER OR DEVELOPER EXTENSION:**
44

45 Under this method all costs associated with the proposed extension are paid
46 directly by the OWNER(S) or developer(s) of all or some of the property to be
47 benefited by the proposed improvements. Such private development projects are
48 conducted pursuant to the requirements and agreements of the DISTRICT. Upon
49 final approval and acceptance of said improvements, and the conveyance thereof
50 together with any easements required by the DISTRICT. The DISTRICT will
51 assume ownership thereof.

1
2 All properties benefiting from but not participating in improvements thus financed
3 may be subject to future "pro-rata share" assessments, fees, or surcharges by the
4 DISTRICT per a "Recovery Contract" between the OWNER(S) and/or
5 developer(s) and the DISTRICT.
6

7 **3. CASH CONTRIBUTION:**
8

9 Under this method a number of individual OWNERS may request the DISTRICT
10 to act on their behalf to plan, design, and supervise construction of improvements
11 necessary to serve their properties. This method is similar to the above described
12 "OWNER or developer EXTENSION" method, except that the project will be
13 conducted directly by the DISTRICT, as a DISTRICT project. Under this method
14 all of the estimated costs of the project shall be paid in advance to the DISTRICT
15 by any or all of the benefiting participating OWNER(S) and all actual cost shall
16 be paid by said OWNERS prior to any connection to said improvements thus
17 financed.
18

19 All properties benefiting from but not participating in improvements thus financed
20 may be subject to future "pro-rata share" assessments, fees, or surcharges by the
21 DISTRICT either independently or per a "Recovery Contract" between the
22 contributing OWNER(S) and the DISTRICT.
23

24 The DISTRICT will, upon request, provide information about any of the management or
25 financing methods available for water main extensions.
26

27 Nothing in these District Regulations shall be construed to mean or imply that the DISTRICT
28 has any obligation to pursue or accept proposals for the extension of its water mains or water
29 system to properties not currently served by the DISTRICT'S existing system regardless of
30 which method of financing is proposed.
31

32 The DISTRICT shall have no obligation to serve any properties within or outside its boundaries
33 until such time as all applicable Service Connection Charges have been paid for each proposed
34 connection and the District has the Washington Department of Health (DOH)- approved capacity
35 to provide service.
36

37 In the case of any proposed main extension the DISTRICT shall have the option and right to
38 include in the cost thereof a "Future Source and/or Plant development contribution" which is
39 reflective of the ratio between the number of service connections the DISTRICT'S system can
40 currently serve and the number of new service connections or equivalents that can be reasonably
41 expected in the foreseeable future to result from the main extension being proposed. The
42 ratio(s) thus derived may then be applied to the costs associated or specified in the DISTRICT'S
43 then current Comprehensive Water System Plan for proposed or recommended Capital
44 Improvements, including but not limited to, the acquisition or development of new well(s), well
45 sites, tank(s), tank sites, or new water main extensions.
46

47 **A. INITIATION OF PROJECT**
48

- 49 **1. ULID:** Projects to be financed by Utility Local Improvement District (ULID)
50 method of financing may be initiated either by resolution of the DISTRICT Board
51 of Commissioners, or by petition of the property OWNERS representing at least

1 51 % of the land within a proposed service area. All ULID projects shall be
2 conducted, and costs apportioned in such fashion as prescribed or permitted by
3 State law.
4

5 **2. DEVELOPER EXTENSIONS:** Formal initiation of a project to be constructed
6 privately by the OWNER(S) via a "Developer Extension" consists of filing a
7 Developer Extension Agreement together with preliminary plans and drawings, in
8 such form and content prescribed by the DISTRICT. The DISTRICT may, upon
9 review of any developer extension proposal, elect to adopt said proposal as a
10 Project of the DISTRICT and require same to be pursued through either the "Cash
11 Contribution" or "ULID" methods of financing. Prior to project initiation, a
12 Developer Extension Agreement shall be executed by the parties.
13

14 **3. CASH CONTRIBUTION:** Formal initiation of a project to be constructed
15 through the "Cash Contribution" method of financing consists of filing a letter of
16 application or petition, together with preliminary plans and drawings, in form and
17 content prescribed by the DISTRICT. The DISTRICT may, upon review of such
18 proposals, elect to have them pursued as a ULID or Developer Extension".
19

20 It is recommended that any proposed project be reviewed with the DISTRICT as early as
21 possible on the basis of preliminary plans prior to the preparation of detailed application
22 drawings and design engineering.
23

24 **B. Project Requirements:**
25

26 In order to qualify for DISTRICT approval, the proposed project must satisfy all
27 requirements of these District Regulations and applicable State and County Codes
28 (including but not limited to WAC 246-290), relating to pipe size, fire hydrant spacing
29 and minimum property frontage. If the proposed extension is to serve property being
30 platted, the project shall include construction of mains to the land being platted and
31 across the full frontage of the lots in the plat, unless such mains are already in existence.
32 "Frontage of the plat" shall include frontage of small tracts lying between a portion of the
33 plat and such roads or streets, commonly identified as "exceptions".
34

35 **C. Connection and Other Charges:**
36

37 Prior to Final commitment from the DISTRICT to serve new properties or developments,
38 the OWNER or developer shall pay to the DISTRICT the amount of any applicable
39 SERVICE CONNECTION CHARGES and/or SERVICE INSTALLATION FEES,
40 including but not limited to any charges pursuant to any applicable recovery contract or
41 charges applicable to benefiting properties which did not participate in a prior ULID or
42 Cash Contribution project for the frontage of the property on existing mains, less any
43 waivers granted by the DISTRICT.
44

45 **D. Water Availability Letters:**
46

47 The DISTRICT, may, at its option, issue WATER AVAILABILITY NOTIFICATION
48 letters to OWNERS other parties associated with a development project or applicable
49 reviewing agencies indicating the availability of adequate potable water supply as of the
50 date the notice or letter is written and until such time as may otherwise be specified
51 therein.

1 Such WATER AVAILABILITY NOTIFICATIONS do not, by themselves, constitute
2 final commitment of the DISTRICT, nor do they constitute contractual obligations to
3 serve. The DISTRICT'S obligation to provide water commences only upon payment of
4 SERVICE CONNECTION CHARGES and SERVICE INSTALLATION FEES and
5 actual metered connection to the DISTRICT main.
6

7 **E. Permits and Approvals:**
8

9 For all new service connections and for all mains or line extensions, the developer and/or
10 OWNER shall be responsible for obtaining all permits or approvals associated with the
11 proposed improvements including but not limited to State and County approval of Plans
12 and Specifications and applicable construction permits required for performing work in
13 State or County rights-of-way. The OWNER or developer shall pay all fees associated or
14 levied by agencies for the review of said permits or applications.
15

16 **F. Application Procedure:**
17

18 The OWNER or developer requesting permission to develop or extend the mains of
19 DISTRICT water or sewer system shall first execute a "Preliminary Services Agreement"
20 provided by the DISTRICT, in which terms, process and procedure for pursuing the
21 project will be disclosed. At this time or soon thereafter the DISTRICTS
22 "Owner/Developer/Main Extension Agreement" shall be completed and submitted
23 together with four sets of preliminary plans, specifications, drawings, reports, and
24 analyses, prepared by a Professional Engineer licensed in the State of Washington. Prior
25 to project initiation, the parties, including the project's contractor, shall execute a
26 "Developer Extension Agreement".
27

28 **1. Plans & Specifications:**

29 Plans, specifications and Engineer's Report shall be in such form and content as
30 prescribed by the DISTRICT and be in such forms suitable for submission to the
31 State of Washington Department of Health (DOH) for review and approval, and
32 shall meet said State requirements for plans, specifications and reports. In all
33 cases where plans and specifications, and/or final "as-builts" and certifications,
34 etc. must be submitted to other federal, state, and/or local government agencies,
35 the OWNER or developer shall be responsible for such submission and all
36 associated costs. When applicable, the DISTRICT will cooperate in furnishing
37 such additional information as may be available in the DISTRICT'S public record
38 files. Unless otherwise agreed in advance, all submission of plans and
39 specifications and final "as-builts" to the DISTRICT by the developer or its
40 project engineer, shall also be provided in electronic media form such as CAD
41 drawing files and/or word processor documents, as acceptable to the DISTRICT.
42

43 **2. Variances:**

44 All applications shall include any accompanying letters requesting any needed
45 variance or waiver requests from this or other applicable codes.
46

47 **3. Plan Check:**

48 Plans and specifications shall be checked by the DISTRICT, in a reasonable and
49 timely manner, in order to determine their consistency with the DISTRICT'S
50 Comprehensive Plan, this code, and their suitability for submittal to the State of

1 Washington Department of Health (DOH).
2

3 **4. Corrections:**

4 Any corrections or additions deemed necessary by the DISTRICT will be made
5 known to the applicant via editing of the plans or by written correspondence.
6 Then one copy of the edited plans and specifications will be returned to the
7 OWNER or developer. Upon receipt of four sets of the corrected plans and
8 specifications, the DISTRICT will sign or initial same as approved and return one
9 working set to the OWNER or developer or designated agent. At any stage where
10 filing or pre-approval of plans by other agencies is required, the OWNER or
11 developer shall be responsible for making such submissions (after DISTRICT
12 approval) with copies of submittals being provided to the DISTRICT.
13

14 **5. DISTRICT Project Management and/or Administration:**

15 In all cases of system development, expansion, or extension, the DISTRICT shall
16 establish a "Project Account" and all costs and expenses incurred by the
17 DISTRICT including, but not limited to, design, design review, project
18 management and administration, supervision, inspection(s), other agency review,
19 fees, etc. shall be assigned to the Project Account and billed to the OWNER or
20 developer. All such billings and associated penalties, late charges, etc., must be
21 paid in full prior to final approval and acceptance of the project by the
22 DISTRICT.
23

24 **6. Construction Inspection & Testing:**

25 Both during and upon completion of the construction, the improvements shall be
26 inspected by the DISTRICT, as well as the Project Engineer, and upon
27 completion, undergo hydrostatic pressure tests, flushing and purity testing as
28 required by the DISTRICT, applicable code, and/or the project's engineering
29 specifications.
30

31 **7. Grading of Roads:**

32 The developer shall grade all roads to the design subgrade elevation prior to the
33 start of construction and shall advise the DISTRICT in writing during
34 construction of any changes, which may be contemplated. If the developer
35 changes the subgrade elevation of the road after completion of the water main
36 construction, or any part thereof, developer agrees to raise or lower the water
37 main and/or water services as required by the new subgrade elevation at no cost to
38 the DISTRICT. This obligation shall remain in full force and must be satisfied
39 prior to Final acceptance of the project by the DISTRICT.
40

41 **8. Connection to Existing Mains:**

42 Not less than 48 hours prior to the time that said extension is partially or fully
43 completed and connection to the DISTRICT'S water system is desired,
44 application for permission to make the actual connection to the DISTRICT'S
45 system in a specified time shall be made by developer or his/her contractor to the
46 DISTRICT. All connections to the existing system and all testing of the new line
47 must be with the authorization of and in the presence of the authorized
48 representative of the DISTRICT. Opening of valves and use of water from the
49 DISTRICT'S system will be done by the DISTRICT and/or its authorized
50 representative. The DISTRICT reserves the right to require that connections be

1 made by line tap where disruption of water service would, in the opinion of the
2 DISTRICT, be unduly detrimental.
3

4 **G. Project Certification and "As-Built: Drawings:**
5

6 All responsibility for providing line and grade and measuring for the "as-built" drawings
7 and for providing final Project construction reports and certification shall rest with the
8 OWNER or developer either directly or through the Project Engineer.
9

10 As-built drawings of the completed installation together with final certification and
11 construction report(s) of the OWNER'S Project Engineer shall be submitted to the State
12 Department of Health (DOH) by the project engineer with a simultaneous copy to the
13 DISTRICT for review and approval before the improvements are considered for
14 acceptance by the DISTRICT. All estimations or projections of a project's potential for
15 additional future service connections shall be provided to and be approved by the
16 DISTRICT prior to submittal to any other parties or agencies.
17

18 Two printed copies of the final "As-Built" drawings "to scale" shall be submitted to the
19 DISTRICT. Unless otherwise permitted by the DISTRICT, they shall be drawn to scale.
20 Drawings must show lot, street/alley and easement dimensions. They must also show the
21 location of all mains, valves, hydrants, standpipes, etc. as per the detailed project design
22 approved by the DISTRICT.
23

24 Unless otherwise approved in advance by the DISTRICT, all final "As-Built" drawings
25 shall also be provided in Computer Aided Design (CAD) drawing formats on 5.25-inch
26 CD, or other electronic/magnetic media means of transmission, acceptable to the
27 DISTRICT. All such submittals shall be provided to the DISTRICT'S office after
28 consultation as to form and format.
29

30 **H. Conveyance to DISTRICT:**
31

32 Upon completion of the project improvements and approval of "as-built" drawings, and
33 final engineer's certification/construction report, the title to the improvement(s) shall be
34 conveyed to the DISTRICT by the OWNER or developer via appropriate document(s)
35 (Bill of Sale or conveyance, Quit Claim Deed, etc. as required by the DISTRICT). The
36 DISTRICT may require that said conveyance be accompanied by a written statement or
37 affidavit of the OWNER or developer that there are no unsatisfied claims or liens of any
38 kind applicable to any of the improvements being conveyed. All easements required for
39 the DISTRICT to operate and maintain the constructed facilities shall also be established
40 prior to final acceptance. The above may be satisfied by a single "Easement and
41 Facilities Conveyance" document prepared or provided by the DISTRICT.
42

43 **I. Acceptance:**
44

45 When all the stipulations and requirements as set forth in these District Regulations and
46 the DISTRICT'S Cross Connection Control Program, have been fulfilled, by the OWNER
47 or developer, and applicable franchises, permits, easements, etc. are in place, the
48 DISTRICT will accept title to the improvements.
49

50 **J. Recovery Contract(s):**
51

1 Within 90 days of the DISTRICT'S final acceptance and conveyance and approval of a
2 project the OWNER or developer may submit a proposed "Recovery Contract" to the
3 DISTRICT consistent with the provisions of ARTICLE V, Section 5.01.A. herein below.
4 In the event a "Recovery Contract" is not proposed, no recovery will be available.

5
6 **SECTION 2.02 - PIPE SIZE, TYPE AND LOCATION**

7
8 Every new water main served by the DISTRICT WATER SYSTEM and located in public rights-
9 of-way, shall be at least 8 inches in diameter, except that 6 inch pipe may be installed as a
10 connecting line-between two larger existing dead-end mains for the purpose of improving
11 circulation in the system; also except that 4-inch pipe extending not more than 300 feet beyond a
12 fire hydrant may be installed in a dead-end street, provided that no fire hydrant is likely to be
13 required thereon in the future by applicable fire flow regulations or requirements, and provided
14 that there is no foreseeable need for extending said water main to additional services or to
15 connect to mains in adjacent property for mutual improvement of water service.

16
17 In all cases, the size of supply and transmission lines shall be determined by the DISTRICT. If
18 an OWNER or developer is required to oversize a portion of a supply or transmission main,
19 beyond that otherwise required by applicable laws, codes, or ordinances or beyond that which
20 may be required to mitigate impacts to system capacity caused by the development project that
21 triggers the need for main extensions or expansion of facilities, the DISTRICT will, upon
22 application thereto, agree to provide reimbursement for the additional costs of such over-sizing at
23 such time that funds are available. For the purpose of determining over-sizing, the size of the
24 smallest standard main shall be 8-inches. The developer shall submit a plan and request for such
25 reimbursement, including specific over-sizing costs, for approval by the DISTRICT, prior to the
26 beginning of construction, or forfeit any further claim to such reimbursement.

27
28 All projects shall be constructed in accordance with plans and specifications approved by the
29 DISTRICT. All work within Island County right-of-way shall meet all applicable requirements
30 and standards of the Island County Engineer for work performed in said right-of-way.

31
32 **SECTION 2.03 - FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF**
33 **VALVES AND APPURTENANCES**

34
35 **A. Fire Hydrants:**

- 36
37 1. When required, fire hydrants shall be installed on all extensions of the DISTRICT
38 water system at the time such extensions are constructed. Fire hydrants shall,
39 whenever feasible, be installed at intersections of a street or public road and/or at
40 such intermediate points as will result in spacing between fire hydrants in single
41 family residential areas (i.e., zoned for 3 (three) dwelling units per acre or less) of
42 distances not to exceed 600 feet, measured along road centerlines. Fire hydrant
43 spacing in high density (i.e., zoned for greater than 3 (three) dwelling units per
44 acre) Multi-Family Residential, Commercial or Industrial areas or zones shall not
45 exceed 300 feet.

46
47 In any case, fire hydrant spacing requirements along public streets or roads of
48 County and/or State codes shall minimally be required unless modified or waived
49 by the agencies with respective jurisdiction.
50

- 1 2. Fire hydrants installed at the ends of dead-end lines which are more than 300 feet
2 in length may later be moved to conform to standard spacing requirements if the
3 main is extended, if authorized by the DISTRICT.
- 4
- 5 3. All fire hydrants shall stand plumb. The lowest outlet shall be no less than 18
6 inches above grade and shall have no less than 36 inches of clear area around the
7 hydrant for clearance of the hydrant wrench on any outlet and the control valve.
8 The pumper port shall face the street. Where the street cannot be clearly defined
9 or recognized, the pumper port shall face the most likely location of the fire truck
10 while pumping.
- 11
- 12 4. In general, and where practical, fire hydrants shall be located 6 feet from the
13 right-of-way line in streets where the right-of-way or easement is 50 ft. wide or
14 greater, and 1 foot from the right-of-way line in streets where the right-of-way or
15 easement is less than 50 ft. wide.
- 16
- 17 5. Fire hydrants shall meet DISTRICT and Fire Department standards to ensure
18 compatibility with local fire equipment, procedures and maintenance.
- 19

20 **B. Blow-Off Valves:**

21
22 Blow-off valves shall minimally be installed at the end of all dead-end lines except where
23 there is a fire hydrant on the end of said line. Additional blow-off valves or assemblies
24 shall be installed as may be required by the DISTRICT, the Project Engineer, and/or
25 applicable codes, design guidelines, or other specifications.

26
27 **C. Gate or Water Control Valves:**

28
29 Generally, gate valves shall be placed on all branches from feeder mains, between mains
30 and fire hydrants, between mains and reservoirs, and between mains and pumps. In line
31 gate valves shall be installed at a spacing of no more than 1000 feet unless waived or
32 modified by the DISTRICT. An in-line gate valve shall be located at the end of all dead-
33 end lines to permit shut-off prior to future extension as determined by the DISTRICT.

34
35 **D. Tees and Crosses:**

36
37 Tees and crosses shall be provided at all locations where future extensions, in the
38 judgment of the DISTRICT, may occur.

39
40 **E. Pressure Reducing Valves**

- 41
- 42 1. Main line pressure reducing valve stations shall be built according to the
43 DISTRICT specifications and approved as to size by the DISTRICT, and shall be
44 installed where required, to limit a maximum line pressure of 120 psi, or as
45 otherwise required or permitted by the DISTRICT.
- 46
- 47 2. Individual pressure reducing valves are the responsibility of the OWNER for all
48 services on mains with a pressure of more than 80 psi and should be located
49 according to DISTRICT specifications.
- 50

1
2 All easements necessary for the construction, and operation of any mains or water/sewer lines or
3 facilities proposed for acceptance and ownership by the DISTRICT, shall be obtained or
4 provided by the OWNER or developer and shall designate the DISTRICT as a beneficiary.
5 Mains shall be located in easements only when it is not possible or feasible to locate them in
6 existing public rights-of-way, or when they are located in an area or on a path preferred by the
7 DISTRICT.
8

9 **ARTICLE - III: REQUIREMENTS FOR SERVICE CONNECTIONS**

10
11 **SECTION 3.01 - FRONTAGE AND REQUIREMENTS FOR PERMANENT CONNECTIONS**
12

13 Any OWNER desiring a permanent connection to a main served by the DISTRICT WATER
14 SYSTEM must have, by ownership or easement rights, at least 15 feet of frontage on a street,
15 public right-of-way, or easement in which the main is located. If requested by the DISTRICT,
16 the OWNER must provide a legal description and map of the property to be served, together with
17 sufficient evidence of ownership thereof, to the DISTRICT.
18

19 DISTRICT WATER SYSTEM mains shall extend across the full frontage of the PARCEL
20 whose OWNER desires a permanent connection and/or across the full frontage of any property
21 that may lie between the parcel to be served and the street, or road, or easement, in which the
22 main lies. If the property to be served is part of a recorded plat, the water mains serving or about
23 to serve the plat must be laid across the full frontage of all lots before any water service
24 connections are made to any of the lots. On dead-end streets, the DISTRICT WATER SYSTEM
25 main must extend all the way to the curb line at the street's end before any property at the end of
26 said street may be connected to water mains. The DISTRICT may waive, at its discretion, the
27 requirement for full frontage coverage for proposals that involve only one single family
28 residence on one parcel or in any case where, in the DISTRICT'S judgement there is no
29 likelihood of future main extension beyond the subject property, nor any likelihood for future
30 development of more than one single family residence on the subject parcel.
31

32 **SECTION 3.02 - TEMPORARY CONNECTION ON PROPERTY ABUTTING AN EXISTING MAIN**
33

34 A temporary connection may be approved, at the sole discretion of the DISTRICT, for an
35 existing PARCEL upon which no more than one single family residence is proposed, and which
36 does not meet the requirements of Section 3.01 as to frontage. At the DISTRICT's discretion, a
37 temporary connection may require a developer extension agreement. The OWNER shall convey
38 to the DISTRICT by easement such rights-of-way, or easements as the DISTRICT may require.
39 The DISTRICT shall determine which of the following methods or combinations thereof will be
40 used to find the equivalent front footage, or apply such other formula, as the DISTRICT deems
41 fair and reasonable.
42

- 43 A. The average width of the tract measured parallel to the water main to which connection is
44 desired.
45
46 B. The actual frontage on another street or road right-of-way in which no water main exists,
47 but where the construction of such main is planned or may be reasonably anticipated.
48
49 C. The actual frontage on a proposed street or road for which the OWNER shall convey a
50 right-of-way or easement to the DISTRICT for utility purposes or to Island County for

1 road and utility purposes. The width of any such granted right-of-way or easement being
2 as determined by the recipient or beneficiary thereof.
3

4 Upon payment by an OWNER of the above-specified Temporary Connection Fee, receipt,
5 thereof, shall be given by the DISTRICT, describing the property for which payment has been
6 made. In the future, if a new main is constructed by the DISTRICT from which service can be
7 taken, the OWNER may connect to it by installing a new service line to a new meter location
8 determined by the DISTRICT and by giving a written request to the DISTRICT for the change in
9 meter location.
10

11 In the alternative the DISTRICT, may unilaterally re-locate said meter and connection to the new
12 main once it is installed. There shall be no additional SERVICE CONNECTION CHARGE or
13 SERVICE INSTALLATION FEE for the relocation of the meter or connection by the OWNER
14 or the DISTRICT. The OWNER, however, shall be responsible for any cost of construction
15 associated with said meter re-location if initiated by the OWNER. Upon re-location of the
16 temporary service, the old temporary service shall be disconnected. No refund shall be made to
17 the OWNER if the OWNER'S fair share of the cost of constructing said new main is less than the
18 payment to the DISTRICT. If the actual main extension cost to the DISTRICT exceeds the
19 above temporary cost, neither shall the DISTRICT claim any additional amount due.
20

21 **SECTION 3.03 TEMPORARY CONNECTION FOR A PARCEL THAT DOES NOT ABUT A PUBLIC**
22 **ROAD OR ROAD EASEMENT**
23

24 A temporary connection may be approved, at the sole discretion of the DISTRICT, for an
25 existing parcel upon which no more than one single family residence connection is proposed, and
26 which does not meet the requirements of Section 3.01 as to frontage or section 3.02. At the
27 DISTRICT's discretion, a temporary connection may require a developer extension agreement.
28 For such a temporary connection under this section, the OWNER shall pay the DISTRICT an
29 amount based on equivalent front footage, in addition to the SERVICE CONNECTION
30 CHARGE and SERVICE INSTALLATION FEE. The OWNERS of the parcel shall be required
31 to provide to the DISTRICT a signed No Protest agreement against the parcel for any DISTRICT
32 main extension that passes their parcel for a term of twenty years to be a recorded lien against the
33 parcel by the DISTRICT.
34

35 **SECTION 3.04 - METER AND SERVICE CONNECTION REQUIREMENTS**
36

37 Effective March 10th, 2021, all residential properties that add an ADU to their parcel will pay a
38 residential SERVICE CONNECTION CHARGE and a SERVICE INSTALLATION FEE for the
39 ADU.
40

41 **MULTIPLE FAMILY RESIDENTIAL**
42

43 Effective April 14th, 2014, the DISTRICT requires a water meter for each residential unit in all
44 new MULTI-FAMILY RESIDENTIAL projects.
45

46 **COMMERCIAL PROPERTIES OR PROJECTS**
47

48 New commercial projects shall minimally be served by one metered connection per PARCEL.
49 Within any one PARCEL, new commercial projects may be serviced by metered connections
50

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1 only in such manner as determined and approved by the DISTRICT. Options available to the
2 DISTRICT include, but are not limited to, the following:

- 3
- 4 1. One metered connection per each detached building; or
- 5
- 6 2. One meter for each dwelling unit or each commercial business unit; or
- 7
- 8 3. Such number of meters, above the minimum of one per building, as determined by the
9 DISTRICT.
- 10

11 The pipe size for a service connection shall be not less than the size of the meter as set forth in
12 the APPLICATION FOR WATER. At the discretion of the DISTRICT, larger pipes may be
13 required to be installed to provide water to more than one meter from a single connection.

14
15 A separate SERVICE CONNECTION CHARGE shall be required for each metered connection.

16
17 Unless a service connection of greater length is approved by the DISTRICT prior to installation,
18 the maximum allowable distance from the water main to the meter shall be 60 feet.

19
20 **SECTION 3.05 - WATER METER LOCATIONS**

- 21
- 22 A. Unless the DISTRICT determines it would be mutually beneficial to the DISTRICT and
23 the OWNER to locate the meter on private property, all water meters shall be placed in
24 service in the public right-of-way or easement in which the mains of the DISTRICT
25 water system are situated. In the event a meter is located on private property, the
26 OWNER shall provide such easement(s) and/or other documentation deemed necessary
27 by the DISTRICT clearly establishing that the DISTRICT has the right of entry to read,
28 service or remove the meter or to open or close the service valve at any time. At no time
29 shall access to the meter be obstructed. It shall be the responsibility of the OWNER to
30 protect the meter from damage, and to keep access to the meter area clear at all times.

31
32 Where a meter is located on private property, the DISTRICT may at its discretion and, at
33 the OWNER'S expense, install a valve at the property line. Unless governed by a written
34 agreement stating otherwise, maintenance and repair of lines and facilities on private
35 property by the DISTRICT shall be billed to the OWNER.

- 36
- 37 B. All water meters to be serviced and read by the DISTRICT shall be purchased through
38 the DISTRICT to ensure compliance with standard specifications regarding accuracy,
39 connectors and inter-changeability. Such purchase may be made directly from the
40 DISTRICT or from a source approved by the DISTRICT.

41
42 **SECTION 3.06 - DEVELOPER-INSTALLED SERVICE CONNECTIONS**

- 43
- 44 A. Developers of new subdivisions, or multi-family or commercial developments, who
45 desire connection to the DISTRICT'S water main shall be required to install all service
46 connection lines and meter boxes (excluding meters) prior to construction and/or paving
47 of streets or roads.

- 48
- 49 B. If not installed at the time of main development, meters approved by the DISTRICT
50 shall, at the DISTRICT'S discretion, either be supplied to the DISTRICT for later
51 installation or the Developer shall pay to the DISTRICT such amount as needed to buy

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- 1 and install such meters when needed for building development.
2
3 C. Developers shall, with DISTRICT approval, install and test all service connections,
4 including meters and meter boxes. Said service connections shall be shown on final
5 project drawings and be included in the developer's conveyance to the DISTRICT. All
6 service connections shall be made with a corporation stop at the DISTRICT main. All
7 Service connections shall be made in accordance with DISTRICT Specifications unless
8 otherwise approved by the DISTRICT. The DISTRICT may, at its discretion, accept
9 delivery of, or payment for, approved non-installed meters, in lieu of actual installation
10 thereof.
11
12 D. The SERVICE CONNECTION CHARGE shall be paid when the APPLICATION FOR
13 WATER is submitted.
14

**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.

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

1 "Recovery Contract". The contract shall describe the improvements made and
2 stipulate, by legal description, those non-participating and benefiting properties
3 which shall thereafter be required to pay the applicable and stated "fair pro-rata
4 cost share" or "surcharge" to be collected by the DISTRICT. The contract shall
5 also specify, by legal description, as applicable, those properties by legal
6 description and/or OWNERS thereof to whom payment of collected charges shall
7 be made.

- 8
9 2. The "fair pro-rata cost share" for recovery contracts and the formula for
10 computation thereof shall be specified in or otherwise be a part of the recovery
11 contract between the DISTRICT and the OWNER or developer of the
12 improvements in question.

13
14 If "Front Footage" is the basis of such formula "Fair pro-rata cost share" is
15 defined as the total actual cost of the improvements including, but not limited to,
16 design, permits, fees, construction, engineering, administration, legal fees, finance
17 costs, etc. related to construction and to conveyance of the mains to the
18 DISTRICT, divided by the number of feet of frontage of all property along or
19 parallel to the main which may reasonably be expected to benefit by a connection
20 thereto for water service (including the participating properties). If any other
21 formula or combination of formulas are to be applied, they, and their justification,
22 shall be specifically described in the contract and specifically applied to the
23 specified non-participating properties.

- 24
25 3. In addition to the submission of the Recovery Contract, it shall be the
26 responsibility of the OWNER or developer requesting such contract to show on
27 the "as-built" drawings for the system those frontages and/or properties which are
28 considered to have participated in said project and are not subject to future
29 connection charges, as well as those which are. If any of the tracts subject to
30 recovery are corner lots or irregularly shaped so as to make determination of
31 benefiting frontage or area difficult, a fair "equivalent frontage" or other formula
32 and resultant amount shall be specified in the contract.

33
34 In the computations of "fair pro-rata cost" share this equivalent figure shall be
35 used and shall be shown on the drawings.

- 36
37 4. Each recovery contract shall be reviewed and approved by the DISTRICT which
38 process may include review by the DISTRICT'S Attorney, Certified Operator,
39 Administrator, and/or Engineer, all at the expense of the OWNER or developer.
40 For this purpose, the OWNER or developer shall submit all necessary
41 documenting data on the actual cost of construction, as well as the costs of
42 conveyance and any statement/affidavit required by Section 2.01 (H). The
43 DISTRICT shall request such changes in the contract, as it deems necessary, or
44 required by law and principals of equity, and shall accept and/or execute such
45 contract only after such changes, if any, have been made.

- 46
47 5. Every recovery contract shall include language which indemnifies the DISTRICT
48 and holds it harmless from any legal challenge to the sufficiency, fairness, or
49 enforceability of said contract, and which specifies that any and all costs
50 associated with the defense of any such legal challenge and any and all awards or

1 judgments arising therefrom, shall be the responsibility of the OWNER or
2 developer seeking to protect the recovery therein established.

- 3
4 6. Every contract shall specify all exemptions from recovery as per Section B below.
5
6 7. Every contract shall include a provision requiring that every two years from the
7 date the contract is executed, the OWNER or developer entitled to reimbursement
8 shall provide the DISTRICT with information regarding the current contract
9 name, address, and telephone number of the party, company, or partnership that
10 originally entered into the contract.

11
12 **B. Enforcement of Recovery Contract Collections**

13
14 The DISTRICT shall not waive any collections required by a recovery contract and shall
15 exercise reasonable vigilance to assure that payment of fair shares is not evaded. In
16 general, unless exempted herein below or by operation of law recovery contracts shall be
17 applicable to all new service connections made directly to the mains which are subject to
18 the recovery contract. The following circumstances, projects, and activities shall be
19 exempt from recovery contract provisions.

- 20
21 1. The connection in any manner or direction of additional mains to the mains
22 otherwise subject to a recovery contract if said additional mains are constructed in
23 a public right-of-way or easement of the DISTRICT, existing at the date of
24 acceptance of the recovery contract; or
25
26 2. Any improvements or additions to or extensions of the Subject Mains conducted,
27 authorized, or required by the DISTRICT, which in the opinion of the DISTRICT
28 provides benefits to the overall operations to the DISTRICT water system.

29
30 If, as a result of the existence of two or more mains under separate recovery contracts,
31 any property may be reasonably served from more than one main, the DISTRICT shall
32 first determine from which main service is to be supplied based on proximity,
33 topography, natural features, ease of future service, meter location, and other such
34 reasonable factors. All other factors being equal, including distance, the OWNER of the
35 property may choose to be connected to a particular main and the pro-rata share will be
36 collected under that contract only.

37
38 **E. Connection Charge for Partial Water Line Extensions**

39
40 Under special circumstances, such as at pressure zone separations, the DISTRICT may
41 permit only a portion of a water main extension to be constructed. In such cases, the
42 OWNER or developer(s) shall deposit a sum of money calculated by the DISTRICT per
43 approved plans, for the portion of frontage not covered by the extension but required to
44 be covered under Sections 2.01B and 3.01 of these District Regulations. Said sum shall
45 be used by the DISTRICT to pay the developer's portion of a future extension past the
46 frontage not covered by the partial extension.

47
48 No refund shall be made if the OWNER's future fair share of the cost is less than the
49 payment to the DISTRICT, neither shall the DISTRICT claim any additional amount due
50 if it incurs a greater cost for such future extension construction.

1 SECTION 5.02 - SERVICE CONNECTION CHARGES

2
3 SERVICE CONNECTION CHARGES are funds collected by the DISTRICT to help defray past
4 and future capital improvement costs of the DISTRICT. As population within the DISTRICT
5 service area grows, so do the DISTRICT'S obligations to provide potable water supply. The
6 DISTRICT has elected to serve its constituents and users by keeping monthly rates as affordable
7 as possible to current OWNERS and system users. To this end, the SERVICE CONNECTION
8 CHARGE is part of the DISTRICT'S "pay as you go" method of financing past and future capital
9 improvement needs of the DISTRICT. The following provisions are applicable:

10
11 A. No SERVICE CONNECTION CHARGE shall be levied against any building to
12 which there is an existing water service, including meter and meter box, which was
13 legally installed prior to December 31, 1996, by a developer or other agency and was
14 formally accepted by the DISTRICT, and meets the requirements of these DISTRICT
15 Regulations as to location and materials used.

16
17 B. Effective March 10th, 2021, the DISTRICT implemented a new policy for
18 ACCESSORY DWELLING UNITS, (ADU's). All residential properties that add an
19 ADU to their parcel will pay a residential SERVICE CONNECTION CHARGE and a
20 SERVICE INSTALLATION FEE for the ADU to connect to the DISTRICT WATER
21 SYSTEM.

22
23 C. For PARCELS or buildings for which there is no water service, the SERVICE
24 CONNECTION CHARGE shall be as presented in Exhibit A.

25
26 1. The DISTRICT shall accept an Application for Water Service on the condition
27 that the OWNER will start construction of a dwelling unit within one year. The
28 OWNER shall submit with the Application for Water Service a check or money
29 order for the SERVICE CONNECTION CHARGE. If the OWNER fails to start
30 construction within the prescribed period, the application will be void and the
31 DISTRICT will refund the SERVICE CONNECTION CHARGE to the OWNER
32 without interest. After reviewing any extenuating circumstances presented by the
33 OWNER in writing, the DISTRICT may approve an extension to the Application
34 for Water Service for a period of up to six months.

35
36 2. The SERVICE CONNECTION CHARGE includes the costs of labor to install the
37 meter in an existing meter box. All other installation costs of connection shall be
38 additionally billed to the OWNER as a SERVICE INSTALLATION FEE. Such
39 costs include but are not limited to, excavation, tapping the main line, fittings,
40 valves, pipe and laying pipe, inspections, and testing. The DISTRICT may hire
41 the services of a licensed contractor to perform all such service installation work.

42
43 Neither the SERVICE CONNECTION CHARGE nor the SERVICE
44 INSTALLATION FEE includes pressure reducer(s) or backflow devices if
45 required or ordered, nor does it include connections requiring the laying of pipe
46 beyond a property line from the main.

47
48 D. If any property or parcel, regardless of zoning, is not within the DISTRICT'S legally
49 boundaries and service area, then an additional Capital Improvement Fee of \$3,000 is
50 required above the normal SERVICE CONNECTION CHARGE for each service
51 connection. This surcharge is established in recognition of the fact that properties outside

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1 the DISTRICT boundaries are not subject to the ordinary taxing authority of the
2 DISTRICT for financing past or future Capital Improvements.

3
4 **SECTION 5.03 - WATER EXTENSION ADMINISTRATION, REVIEW, AND INSPECTION CHARGES**
5

6 All parties who extend the DISTRICT water system shall pay for inspection at no cost to the
7 DISTRICT. All DISTRICT related or incurred costs or fees associated with water main
8 extensions or connections shall be paid prior to final acceptance of the mains by the DISTRICT
9 and/or prior to use.

10
11 **SECTION 5.04 - WATER USE RATES**
12

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

15
16 Existing Service connections outside the DISTRICT boundaries as of March 14, 2002, shall
17 continue to pay twice the normal usage charges. This additional charge shall cease to be
18 collected by the DISTRICT upon annexation of such parcels into the DISTRICT, however,
19 charges paid prior to annexation shall not be subject to a refund.

20
21 **A. Billing Period**
22

23 The normal billing period shall be three months.
24

25 **B. Billing Components**
26

27 Each connection shall be assessed a base rate, charges for water consumption, applicable
28 state taxes, and penalties if appropriate.
29

30 **C. Rates**
31

32 The rates for metered water shall be in accordance with Exhibit A: Quarterly Water
33 Consumption Rates.
34

35 Multi-family residential units in existence as of June 14, 2010, that are served by a single meter
36 shall be subject to a quarterly base rate equal to the number of dwelling units served by that
37 meter times the single-family base rate for ¾" and 1" meters. To determine water consumption
38 charges, the total consumption shall be divided by the number of units in the multifamily
39 dwelling and that average consumption shall be applied to the consumption rates presented in
40 Exhibit A.

41
42 Example: If four units are served by a single meter, the quarterly charge would be four times the
43 residential base rate. If that multifamily dwelling unit consumed 9000 cubic feet in a three-
44 month period, the first 8000 cubic feet would be charged at the rate for 0-2000 cubic feet of
45 water consumption and the remaining 1000 cubic feet would be charged at the next highest rate.
46
47

48 **ARTICLE – VI OWNER RESPONSIBILITIES AND RIGHTS**

49
50 **SECTION 6.01 - FAILURE TO REPAIR OR REPLACE PRIVATE WATER LINES**
51 **OR FIRE PROTECTION LINES**

1
2 OWNERS of property connected to the DISTRICT'S water mains are responsible for the
3 maintenance and repair of all water lines on their properties that have not been formally
4 conveyed (together with associated easements and/or agreements) to the DISTRICT in
5 accordance with these regulations. This responsibility commences at the property line or right-
6 of-way/easement boundary regardless of meter location.

7
8 If any repair or replacement of a private water line is not made within 30 days after official
9 notice has been given to make such corrections, the DISTRICT may disconnect the premises
10 from the WATER SYSTEM.

11
12 **SECTION 6.02 – LEAK RELIEF**

13
14 OWNERS may request a partial billing reduction caused by leakage on the OWNERS side of the
15 meter box. This reduction applies only once per connection per ten-year period. The account's
16 historic average usage for the quarter will be deducted from the total water consumption prior to
17 the 50% reduction. The OWNERS must submit a written request to the Board of Commissioners
18 for the reduction in water consumption charges and must affirm in writing that the leak has been
19 repaired. Further guidance on the district policy is presented in Exhibit B.

20 **SECTION 6.03 - GENERAL CHARGES**

21
22 Any future changes or additions to DISTRICT WATER SYSTEM, whether inside or outside the
23 legal limits of the DISTRICT, must conform to the Comprehensive Water System Plan
24 established by the DISTRICT Board of Commissioners.

25
26 **SECTION 6.04 - DISCONTINUANCE OF SERVICE**

27
28 The DISTRICT may refuse or may discontinue service to any OWNER for violation of any
29 provision of these regulations, or for failure to pay bills when due. The DISTRICT may also
30 limit or discontinue service to any OWNER who requires or uses such volume of water that
31 water service to any other OWNER is impaired.

32
33 The DISTRICT shall discontinue service to any OWNER who makes an unauthorized
34 connection to a DISTRICT water line, bypasses a DISTRICT water meter or in any other way,
35 misappropriates DISTRICT water, or fails to comply with DISTRICT regulations, water
36 conservation actions or orders. An illegal connection fee specified in Exhibit A will be levied in
37 addition to the SERVICE CONNECTION CHARGE and SERVICE INSTALLATION FEE on
38 any illegal connection.

39
40 Discontinuance of service for any cause stated in these regulations shall not release the OWNER
41 from his obligation to the DISTRICT for payment of bills or charges. Whenever service is
42 discontinued, as provided above, the OWNER shall be charged for the discontinuance as
43 specified in Exhibit A.

44
45 Restoration of service, at the OWNER'S request and after payment of all bills due, shall be done
46 at the convenience of the DISTRICT, and an additional charge specified in Exhibit A shall be
47 made for this service. Restoration of service, at any time other than regular business hours shall
48 be charged at actual costs.

49
50 **SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE ON DELINQUENT ACCOUNTS**

1
2 The DISTRICT shall keep accounts of all OWNERS water consumption, charges, and penalties.

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

6
7 A non-sufficient funds (NSF) fee shall be subject to current rates charged by Island County and
8 the District.

9
10 An account shall be deemed delinquent if not paid by the date specified in the quarterly billing.
11 There shall be a service charge for an Impending Disconnection Notice. The Impending
12 Disconnection Notice shall be delivered to the door where the delinquency occurred, and a letter
13 shall be sent to the OWNER by certified mail.

14
15 Water service shall be discontinued sixty days after an account becomes delinquent and remains
16 unpaid. Shut off and reconnection charges are specified in Exhibit A.

17
18 **SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES**

19
20 All water rates will be charged against the PREMISES for which the service was installed. All
21 charges for water, when the same become delinquent and unpaid, shall be a lien against the
22 premises to which the water service has been furnished.

23
24 Per RCW chapter 57, all delinquents and unpaid charges will follow the property. Should a party
25 purchase the property that has a delinquency, the delinquency will be reported to the Title
26 Company with written notice of the amount of the delinquency. Should the property change
27 hands without going through title/escrow the delinquency follows the property and water shall
28 not be restored until the delinquency and charges are paid in full.

29
30 The foregoing provisions shall be in addition to the authority provided by law, to bring suit for
31 foreclosure where rates and charges for water supplied and penalties are delinquent for a period
32 of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW
33 57.08.090.

34
35 The DISTRICT reserves the right to modify this document as deemed necessary. The most
36 current version of these Regulations can be found at the DISTRICT web site
37 <https://freelandwsd.com>

FREELAND WATER & SEWER DISTRICT REGULATIONS

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