

1 THE FREELAND WATER & SEWER DISTRICT
2 TITLE
3 RESOLUTION NUMBER 2013-02-008
4 AMENDING AND RE-ADOPTING DISTRICT RULES
5

6 A RESOLUTION amending and replacing the Rules and Regulations of the Freeland Water & Sewer District
7 previously adopted under Resolution No. 12-01, relating to the municipal water supply system, regulating the use
8 of water therefrom, fixing service rates, connection and other charges; establishing requirements for construction of
9 line service connections, U.L.I.D. and private water, systems, setting enforcement provisions, providing a lien
10 against premises for delinquent accounts; and adopting general specifications for water main extensions.
11

12 RECITALS
13

14 WHEREAS on February 13, 2012, The Freeland Water & Sewer District did adopt Resolution 12-01 as the new
15 "rules and regulations" of the DISTRICT, governing modifications to the water system of the DISTRICT and
16 establishing rates and fees for connection thereto and subsequent water consumption/use rates and technical
17 specifications, which said Resolution took effect on January 10, 2011 and was subject to additions adopted in
18 resolution nos. 11-04, 11-06, and 11-07.
19

20 WHEREAS The Freeland Water & Sewer District now wishes to further amend, re-adopt, and codify said "Rules
21 and Regulations" of the DISTRICT as a consolidated single document;
22

23 NOW THEREFORE the Board of Commissioners of the FREELAND WATER & SEWER DISTRICT does
24 hereby resolve as follows:
25

26 STATEMENT OF INTENT
27

28 These rules, regulations, specifications and policies apply to all existing, new, and additional services and system
29 facility development or expansion, and water main extensions within the service area of the Freeland Water &
30 Sewer District. This code is not exclusive and is now and may hereafter be, supplemented by other rules, codes, or
31 resolutions of the DISTRICT. This Resolution will replace and supersede prior resolutions 11-04, 11-06, 11-07, 12-1
32 and 2013-02-007
33

34 EFFECTIVE DATE
35

36 This Resolution shall take effect as of the 1stth day of January, 2013
37

38 FREELAND WATER & SEWER DISTRICT - Board of Commissioners
39 Adopted this 11th day of February, 2013
40

41 _____
42 Eric Hansen, President
43

44 _____
45 Lou Malzone, Vice President
46

47 _____
Marilynn Abrahamson, Secretary/Treasurer

1 EXHIBIT - A

2
3 **FREELAND WATER and SEWER DISTRICT**
4 **RULES AND REGULATIONS**

5 Per District adopted Resolutions 11-04, 11-06, 11-07, 12-01 and 2013-02-007

6
7
8 **ARTICLE - I: GENERAL**

9
10 **SECTION 1.01 - DEFINITIONS**

11
12 As used herein, the following terms shall be defined as follows:

13
14 **"Application for Water"** shall refer to a standard form to be provided by the District to
15 summarize necessary information about the owner(s) applying for water service and to
16 relay pertinent information to applicant regarding terms and conditions of service.

17
18 **"Approving Authority"** shall mean the approving authority for the several requirements of this
19 regulation and shall be the District.

20
21 **"Board"** shall mean the Board of Commissioners of the Freeland Water and Sewer District.

22
23 **"General Facilities Charge"** is the base Hook-up fee charged by the District for all new service
24 connections to existing water mains owned and/or operated by the District. It is the fee
25 charged after all other obligations have been met and an owner wishes to have meter,
26 meter box, and valve installed in order to commence the drawing of water from said
27 main. The fee does not include any of the costs of labor, parts or materials needed to
28 complete a connection.

29
30 **"Commercial and Industrial property"** shall include, but not necessarily be limited to, retail
31 and wholesale stores, offices and office buildings, medical or dental clinics, mixed use
32 structures, warehouses, service stations, manufacturing facilities, garages, theaters,
33 hotels, motels, restaurants, bars and taverns, banks, showrooms, barber and beauty shops,
34 and any and all other structures or facilities not exclusively used for residential purposes.

35
36 **"District"** shall mean the Freeland Water and Sewer District, Freeland, Washington, governed
37 by an elected Board.

38
39 **"District Water System"** shall mean all water systems belonging to or managed by the Freeland
40 Water and Sewer District.

41
42 **"District Boundaries"** shall mean the area in which the District is approved to provide water
43 service.

1 **"Developer Extension"** shall mean the development, extension, or expansion of water or sewer
2 facilities, mains, or improvements, initiated, paid for, and completed, by a developer or
3 owner, or any party, benefiting therefrom under the supervision of the District.
4

5 **"District Engineer"** shall mean the Licensed Professional Engineer duly appointed or employed
6 by the Freeland Water and Sewer District to provide professional engineering design,
7 review, or management, services to the District, or its designees.
8

9 **"Dwelling Unit"** shall mean a single family living area including a single family residence, an
10 apartment, motel or hotel unit or a trailer or Mobile or Manufactured home site.
11

12 **"Equivalent Residential Unit (ERU) "** Shall mean the number of connection units represented
13 by the actual or anticipated average daily water consumption rate of a project or use
14 divided by the average daily consumption rate of single family residences within the
15 District over the past five year period.
16

17 **"Front Footage"** shall be determined by the District as the portion of the parcel that is adjacent
18 to the existing or proposed water main in front of the parcel connecting to the District
19 water system.
20

21 **"Local Facilities Charges and Recovery Fees"** are those charges and assessments applicable
22 to property fronting on or benefiting from an existing water main of the District, but
23 which said property did not in any way previously pay a fair "pro-rata share" towards the
24 construction of said water main constructed by the District, or which said property is
25 subject to an existing "recovery contract" between the District and a Developer/Owner
26 who paid for the construction of said main, or, which said property was a non-
27 participating or excluded property which benefited from a ULID which financed the
28 construction of said main.
29

30 **"Local fire protection authority"** or "Fire Department" shall mean the fire district, directly
31 responsible for the fire protection within the boundaries of the Freeland Water and Sewer
32 District.
33

34 **"Multiple Unit Commercial Property"** shall refer to a single structure constructed under one
35 continuous roof and equipped for occupancy by more than one Commercial or Industrial
36 Property.
37

38 **"Multiple Unit Residential Property"** shall refer to an area for Trailers, Mobile or
39 Manufactured Home sites or a single structure constructed under one continuous roof and
40 equipped for occupancy by more than one Dwelling Unit and shall be synonymous with
41 multi-family dwelling, high density dwelling, duplex, triplex, apartments, etc.
42

43 **"Fire-flow" Means** the rate of water delivery needed for the purpose of fighting fires in addition
44 to requirements for normal domestic maximum instantaneous demand as referenced in
45 those rules or guidelines published by the State Department of Health entitled "Design
46 Standards for Public Water Supplies.

1
2 **"Owner"** shall mean the person, partnership or corporation owning the particular premises to
3 which water is being or is to be furnished.
4

5 **"Parcel"** shall mean an existing or proposed lot, tract, or property of record. Existing Parcels
6 are those contained in the Assessor's plat of Island County, which have been assigned
7 descriptions and numbers for tax purposes by the Island County Assessor. Proposed
8 Parcels are those shown delineated or described in any proposed Plat, Short Plat, Site
9 Plan, Planned Residential Development, or other form of subdivision, in process of being
10 created.
11

12 **"Premises"** is defined as the land and one building under one continuous roof together with
13 such other service buildings as are used only by the occupants of the principal building,
14 including rent-free guest houses occupied less than three months of the year except that
15 "Premises" may be otherwise defined in writing in a special contract between the Owner
16 and the District for the furnishing of water to such premises through a water meter.
17

18 **"Private service lines"** are defined as all water lines extending from a District main which have
19 not been formally conveyed to or accepted by the District, or which are not located in
20 public rights-of way nor in easements dedicated to the use of the Freeland Water and
21 Sewer District.
22

23 **"Project Engineer"** shall mean a professional engineer, licensed in and by the State of
24 Washington who is engaged to provide professional engineering design, review, or
25 management, testing, and certification services related to a specific water and/or sewer
26 project. The project engineer may or may not also be the "District Engineer".
27

28 **"Public Property"** shall include street right of ways, civic buildings, public schools,
29 playgrounds, public parks and appurtenances.
30

31 **"Residential Property"** shall refer to those properties or premises intended for human
32 habitation.
33

34 **"Service Connection Charges"** - This is the sum total of all charges and fees and costs to which
35 a particular parcel or property or premises is subject prior to being assured a supply of
36 domestic water from the District water system.
37

38 **SECTION 1.02 - SPECIFICATIONS**

39
40 All construction specifically covered under this Regulation and any related construction which
41 occurs as a part of or as a result of the work covered under this Regulation, shall be performed in
42 accordance with all applicable State and County codes and with the "Standard Specifications for
43 Municipal Public Works Construction", as prepared by the Washington State Chapter of the
44 American Public Works Association, current edition or as otherwise revised or superseded, and
45 with the "General Specifications for Water Main Extensions" of the Freeland Water and Sewer
46 District.

1
2 **SECTION 1.03 - APPLICATION FOR WATER SERVICE**
3

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

13
14 Additionally, owners of any rental property connected, or to be connected, to the District water
15 system, shall agree to have their name appear on all billings for that property by the District and
16 such billings shall be mailed to Owners and shall become delinquent if not paid within sixty days
17 of the day indicated on the billing.

18
19 **SECTION 1.04 - STATE AND COUNTY RULES**
20

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

25
26 **SECTION 1.05 - LIMITS OF DISTRICT RESPONSIBILITY**
27

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

33
34 **ARTICLE - II : CONSTRUCTION REQUIREMENTS**

35
36 **SECTION 2.01 EXTENSION OF MAINS**
37

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

- 41
42 **1. ULID:** The formation of Utility Local Improvement District. Under this method
43 the proposed improvements are financed by the District with the security that the
44 costs will be paid through the enactment and approval of tax assessments to be
45 levied against the properties specifically benefited by said improvements. ULID

1 formation may occur either by petition of the owners of 60 per cent of the total
2 designated benefiting land area, or by resolution of the District Commissioners
3 where said ULID is not protested by owners of at least 40 per cent of the land area
4 within the ULID boundaries thus proposed.

5
6 All ULID financed projects or improvements shall be conducted under terms and
7 methods prescribed by the Washington State Law and the District.

8
9 Methods of calculating assessments relative to benefit under the ULID process
10 may be based on Area, Assessed Value (per records of the Island County Tax
11 Assessor), or relative, adjusted, or actual front footage along or parallel to streets
12 or water mains, or any combination of such methods, or an alternate method, that
13 results most closely, in the Judgment of the District, in the apportionment of costs
14 relative to benefit.

15
16 All benefiting properties excluded from a ULID may be subject to future "fair
17 pro-rata share" assessments, fees, or surcharges by the District at such time in the
18 future that service from improvements thus financed is sought for such properties.

19
20 **2. DEVELOPER/OWNER EXTENSION:**

21
22 Under this method all costs associated with the proposed extension are paid
23 directly by the Owner(s) or Developer(s) of all or some of the property to be
24 benefited by the proposed improvements. Such private development projects are
25 conducted pursuant to the requirements and agreements of the District. Upon
26 final approval and acceptance of said improvements, and the conveyance thereof
27 together with any easements required by the District. The District will assume
28 ownership thereof.

29
30 All properties benefiting from but not participating in improvements thus financed
31 may be subject to future "pro-rata share" including any Local Facilities Charges,
32 assessments, fees, or surcharges by the District per a Recovery Contract between
33 the Developer(s) or Owner(s) and the District.

34
35 **3. CASH CONTRIBUTION:**

36
37 Under this method a number of individual Owners may request the District to act
38 in their behalf to plan, design, and supervise construction of improvements
39 necessary to serve their properties. This method is similar to the above described
40 Developer/Owner Extension method, except that the project will be conducted
41 directly by the District, as a District project. Under this method all of the
42 estimated costs of the project shall be paid in advance to the District by any or all
43 of the benefiting participating owner(s) and all actual cost shall be paid by said
44 owners prior to any connection to said improvements thus financed. .

45
46 All properties benefiting from but not participating in improvements thus financed

1 may be subject to future "pro-rata share" including Local Facilities Charges,
2 assessments, fees, or surcharges by the District either independently or per a
3 Recovery Contract between the contributing Owner(s) and the District.
4

5 The District will, upon request, provide information about any of the management or financing
6 methods available for water main extensions.
7

8 Nothing in these Regulations shall be construed to mean or imply that the District has any
9 obligation to pursue or accept proposals for the extension of its water mains or water system to
10 properties not currently served by the District's existing system regardless of which method of
11 financing is proposed.
12

13 The District shall have no obligation to serve any properties within or outside its boundaries until
14 such time as all applicable Service Connection Charge(s) or fee(s) have been paid for each
15 proposed connection including the Capital Facilities Charges for each connection (or equivalent)
16 required by the District.
17

18 In the case of any proposed main extension the District shall have the option and right to include
19 in the cost there of a future source or plant development contribution which is reflective of the
20 ratio between the number of service connections the District's system can currently serve and the
21 number of new service connections or equivalents that can be reasonably expected in the
22 foreseeable future to result from the main extension being proposed. The ratio(s) thus derived
23 may then be applied to the costs associated or specified in the District's current Comprehensive
24 Water System Plan for proposed or recommended Capital Improvements, including but not
25 limited to, the acquisition or development of new well(s), well sites, tank(s), tank sites, or new
26 water main extensions.
27

28 **A. INITIATION OF PROJECT**
29

30 **1. ULID:** Projects to be financed by Utility Local Improvement District (U.L.I.D.)
31 method of financing may be initiated either by resolution of the District Board, or
32 by Petition of the property owners representing at least 51 % of the land within a
33 proposed service area. All ULID projects shall be conducted and costs
34 apportioned in such fashion as prescribed or permitted by State Law applicable
35 thereto.
36

37 **2. DEVELOPER EXTENSIONS:** Formal initiation of a project to be constructed
38 privately by the Owner(s) via a Developer Extension consists of filing a
39 Preliminary Developer Extension Agreement together with preliminary plans and
40 drawings, in such form and content prescribed by the District. The District may,
41 upon review of any Developer Extension proposal, elect to adopt said proposal as
42 a Project of the District and require same to be pursued through either the Cash
43 Contribution or ULID methods of financing. Prior to project initiation, a
44 Developer Extension Agreement shall be executed by the parties.
45

1 3. **CASH CONTRIBUTION:** Formal initiation of a project to be constructed
2 through the Cash Contribution method of financing consists of filing a letter of
3 application or petition, together with preliminary plans and drawings, in form and
4 content prescribed by the District. The District may, upon review of such
5 proposals, elect to have them pursued as a ULID or Developer Extension.
6

7 It is recommended that any proposed project be reviewed with the District as early as
8 possible on the basis of preliminary plans prior to the preparation of detailed application
9 drawings and design engineering.
10

11 **B. Project Requirements:**

12
13 In order to qualify for District approval, the proposed project must satisfy all
14 requirements of this Regulation and applicable State and County Codes (including but not
15 limited to WAC 246-290), relating to pipe size, public hydrant spacing and minimum
16 property frontage. If the proposed extension is to serve property being platted, the project
17 shall include construction of mains to the land being platted and across the full frontage
18 of the lots in the plat, unless such mains are already in existence. "Frontage of the plat"
19 shall include frontage of small tracts lying between a portion of the plat and such roads or
20 streets, commonly identified as "exceptions".
21

22 **C. Connection and other Charges:**

23
24 Prior to Final commitment from the District to serve new properties or developments, the
25 Developer/Owner shall pay to the District the amount of any applicable service
26 connection charges, including but not limited to any charges pursuant to any applicable
27 recovery contract or charges applicable to benefiting properties which did not participate
28 in a prior ULID or Cash Contribution project for the frontage of the property on existing
29 mains, less any waivers granted by the District.
30

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

32
33 The District, may, at its option, issue letters (or forms) of water availability to other
34 parties or applicable reviewing agencies indicating the availability of adequate potable
35 water supply to a parcel or development project on the day or date the notice or letter is
36 written and until such time as may otherwise be specified therein.
37 Such Water Availability notifications do not, by themselves, constitute final commitment
38 of the District, nor do they constitute contractual obligations to serve. The District's
39 obligation to provide water commences only upon acceptance of Application for Water
40 and payment of Service Connection Charges and installation of a metered connection to
41 the District main.
42

43 **E. Permits and approvals:**

44
45 For all new service connections and for all mains or line extensions, the Developer
46 /Owner shall be responsible for obtaining all permits or approvals associated with the

1 proposed improvements including but not limited to State and County approval of Plans
2 and Specifications and applicable construction permits required for performing work in
3 State or County rights-of-way. The Developer /Owner shall pay all fees associated or
4 levied by agencies for the review of said permits or applications.
5

6 **F. Application Procedure:**
7

8 The Developer/Owner requesting permission to develop or extend the mains of District
9 water system shall first execute a Preliminary Developer Extension Agreement provided
10 by the District, in which terms, process and procedure for pursuing the project will be
11 disclosed. The District Preliminary Developer Extension Agreement shall be completed
12 and submitted together with four sets of preliminary plans, specifications, drawings,
13 reports, and analyses, prepared by a Professional Engineer licensed in the State of
14 Washington. Prior to project initiation, the parties, including the project's contractor,
15 shall execute a Developer Extension Agreement.
16

17 **1. Plans & Specifications:**

18 Plans, specifications and Engineer's Report shall be in such form and content as
19 prescribed by the District and be in such forms suitable for submission to the State
20 of Washington Department of Health (DOH) for review and approval, and shall
21 meet said State requirements for plans, specifications and reports. In all cases
22 where plans and specifications, and/or final "as-builts" and certifications, etc.
23 must be submitted to other federal, state, and/or local government agencies, the
24 Developer /Owner shall be responsible for such submission and all associated
25 costs. When applicable, the District will cooperate in furnishing such additional
26 information as may be available in the District public record files.
27

28 Unless otherwise agreed in advance, all submission of plans and specifications
29 and final "as-builts" to the District by the Developer /Owner or their project
30 engineer, shall also be provided in electronic media form such as "CAD" drawing
31 files and "Word" documents, as acceptable to the District.
32

33 **2. Variances:**

34 All applications shall include any accompanying letters requesting any needed
35 variance or waiver requests from this or other applicable codes.
36

37 **3. Plan Check:**

38 Plans and specifications shall be checked by the District, in a reasonable and
39 timely manner, in order to determine their consistency with the District
40 Comprehensive Plan, this Regulation, and their suitability for submittal to the
41 State of Washington Department of Health (DOH).
42

43 **4. Corrections:**

44 Any corrections or additions deemed necessary by the District will be made
45 known to the applicant via editing of the plans or by written correspondence.
46 Then one copy of the edited plans and specifications will be returned to the

1 Developer /Owner. Upon receipt of four sets of the corrected plans and
2 specifications, the District will sign or initial same as approved and return one
3 working set to the Developer /Owner or designated agent. At any stage where
4 filing or pre-approval of plans by other agencies is required, the Developer
5 /Owner shall be responsible for making such submissions (after District approval)
6 with copies of submittals being provided to the District.
7

8 **5. District project management and/or administration:**

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

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

20 Both during and upon completion of the construction, the improvements shall be
21 inspected by the District, as well as the Project Engineer, and upon completion,
22 undergo flushing and testing as required by the District, applicable Regulation,
23 and/or the project's engineering specifications.
24

25 **7. Grading of roads:**

26 Developer shall grade all roads to the design subgrade elevation prior to the start
27 of construction and shall advise the District in writing during construction of any
28 changes, which may be contemplated. If the Developer changes the subgrade
29 elevation of the road after completion of the water main construction, or any part
30 thereof, Developer agrees to raise or lower the water main and/or water services
31 as required by the new subgrade elevation at no cost to the District. This
32 obligation shall remain in full force and must be satisfied prior to Final
33 acceptance of the project by the District.
34

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

36 Not less than 48 hours prior to the time that said extension is partially or fully
37 completed and connection to the District water system is desired, application for
38 permission to make the actual connection to the District water system in a
39 specified time shall be made by Developer or his/her contractor to the District.
40 All connections to the existing system and all testing of the new line must be with
41 the authorization of and in the presence of the authorized representative of the
42 District. Opening of valves and use of water from the District water system will
43 be done by the District and/or its authorized representative. The District reserves
44 the right to require that connections be made by "Hot Tap" where disruption of
45 water service would, in the opinion of the District, be unduly detrimental.
46

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

2
3 All responsibility for providing line and grade and measuring for the "as-built" drawings
4 and for providing final Project construction reports and certification shall rest with the
5 Developer/Owner either directly or through the Project Engineer.

6
7 As-built drawings of the completed installation together with final certification and
8 construction report(s) of the Developer/Owner's Project Engineer shall be submitted to
9 the State Department of Health (DOH) by the project engineer with a simultaneous copy
10 to the District for review and approval before the improvements are considered for
11 acceptance by the District. All estimations or projections of a project's potential for
12 additional future service connections shall be provided to and be approved by the District
13 prior to submittal to any other parties or agencies.

14
15 Two printed copies of the final "As-Built" drawings "to scale" shall be submitted to the
16 District. Unless otherwise permitted by the District, they shall be drawn to scale with
17 permanent ink on reproducible Mylar. Drawings must show lot, street/alley and
18 easement dimensions. They must also show the location of all mains, valves, hydrants,
19 standpipes, etc. as per the detailed project design approved by the District.

20
21 Unless otherwise approved in advance by the District, all final "As-Built" drawings shall
22 also be provided in Computer Aided Design (CAD) drawing formats on CD, or other
23 electronic/magnetic media means of transmission, acceptable to the District. All such
24 submittals shall be provided to the District office after consultation as to form and format.

25
26 **H. Conveyance to District:**

27
28 Upon completion of the project improvements and approval of "as-built" drawings, and
29 final engineer's certification/construction report, the title to the improvement(s) shall be
30 conveyed to the District by the Developer/Owner via appropriate document(s) (Bill of
31 Sale or conveyance, Quit Claim Deed, etc. as required by the District). The District may
32 require that said conveyance be accompanied by a written statement or affidavit of the
33 Developer/Owner that there are no unsatisfied claims or liens of any kind applicable to
34 any of the improvements being conveyed. All easements required for the District to
35 operate and maintain the constructed facilities shall also be established prior to final
36 acceptance. The above may be satisfied by a single Easement and Facilities Conveyance
37 document prepared or provided by the District.

38
39 **I. Acceptance:**

40
41 When all the stipulations and requirements as set forth in these regulations and the
42 District Cross Connection Control Program, have been fulfilled, by the
43 Developer/Owner, and applicable franchises, permits, easements, etc. are in place, the
44 District will accept title to the improvements.

1 **J. Recovery Contract(s):**

2
3 Within 90 days of the District’s final acceptance and conveyance and approval of a
4 project the Developer/Owner may submit a proposed Recovery Contract to the District
5 consistent with the provisions of ARTICLE V, Section 5.01.A. herein below. In the
6 event a Recovery Contract is not proposed, no recovery will be available.
7

8 **SECTION 2.02 - PIPE SIZE, TYPE AND LOCATION**

9
10 Every new water main served by the District water system and located in public rights-of-way,
11 shall be at least 8 inches in diameter, except that 6 inch pipe may be installed as a connecting
12 line-between two larger existing dead-end mains for the purpose of improving circulation in the
13 system; also except that 4-inch pipe extending not more than 300 feet beyond a public hydrant
14 may be installed in a dead-end street, provided that no public hydrant is likely to be required
15 thereon in the future by applicable fire flow regulations or requirements, and provided that the
16 there is no foreseeable need for extending said water main to additional services or to connect to
17 mains in adjacent property for mutual improvement of water service.
18

19 In all cases, the size of supply and transmission lines shall be determined by the District. If a
20 Developer/Owner is required to oversize a portion of a supply or transmission main, beyond that
21 otherwise required by applicable laws, codes, or ordinances or beyond that which may be
22 required to mitigate impacts to system capacity caused by the development project that triggers
23 the need for main extensions or expansion of facilities, the District will, upon application thereto,
24 agree to provide reimbursement for the additional costs of such over-sizing at such time that
25 funds are available. For the purpose of determining over-sizing, the size of the smallest standard
26 main shall be 8-inches. The developer shall submit a plan and request for such reimbursement,
27 including specific over-sizing costs, for approval by the District, prior to the beginning of
28 construction, or forfeit any further claim to such reimbursement.
29

30 All projects shall be constructed in accordance with plans and specifications approved by the
31 District. All work within Island County right-of-way shall meet all applicable requirements and
32 standards of the Island County Engineer for work performed in said right-of-way.
33

34 **SECTION 2.03 - FIRE HYDRANTS, TEES, GATE VALVES, BLOW-OFF**
35 **VALVES AND APPURTENANCES**

36
37 **A. Fire Hydrants:**

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

1 shall not exceed 300 feet.

- 2
- 3
- 4 2. Public Hydrants installed at the ends of dead end lines which are more than 300
- 5 feet in length may later be moved to conform to standard spacing requirements if
- 6 the main is extended.
- 7
- 8 3. All Public Hydrants shall stand plumb. The lowest outlet shall be no less than 18
- 9 inches above grade and shall have no less than 36 inches of clear area around the
- 10 hydrant for clearance of the hydrant wrench on any outlet and the control valve.
- 11 The pumper port shall face the street. Where the street cannot be clearly defined
- 12 or recognized, the pumper port shall face the most likely location of the fire truck
- 13 while pumping.
- 14
- 15 4. In general and where practical, Public Hydrants shall be located 6 feet from the
- 16 right-of-way line in streets where the right-of-way or easement is 50 ft. wide or
- 17 greater, and 1 foot from the right-of-way line in streets where the right-of-way or
- 18 easement is less than 50 ft. wide.
- 19
- 20 5. Hydrants shall when possible meet District and Fire Department standards to
- 21 ensure compatibility with local fire equipment, procedures and maintenance.
- 22

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

24

25 Blow-off valves shall minimally be installed at the end of all dead-end lines except where

26 there is a Public Hydrant on the end of said line. Additional blow-off valves or

27 assemblies shall be installed as may be required by the District, the Project Engineer,

28 and/or applicable codes, design guidelines, or other specifications.

29

30 **C. Gate or Water Control Valves:**

31

32 Generally, Gate Valves shall be placed on all branches from feeder mains, between mains

33 and Public Hydrants, between mains and reservoirs, and between mains and pumps. In

34 line Gate Valves shall be installed at a spacing of no more than 1000 feet unless waived

35 or modified by the District. An in-line gate valve shall be located at the end of all dead-

36 end lines to permit shut-off prior to future extension as determined by the District.

37

38 **D. Tees and Crosses:**

39

40 Tees and crosses shall be provided at all locations where future extensions, in the

41 judgment of the District, may occur.

42

43 **E. Pressure Reducing Valves**

- 44
- 45 1. Main line pressure reducing stations shall be built according to the District
- 46 specifications and approved as to size by the District, and shall be installed where

1 required, to limit a maximum line pressure of 150 psi, or as otherwise required or
2 permitted by the District.

- 3
4 2. Individual pressure reducing valves are the responsibility of the Owner for all
5 services on mains with a pressure of more than 80 psi and should be located
6 according to District specifications.
7

8 **SECTION 2.04 - EASEMENT REQUIREMENTS FOR WATER MAIN**
9 **INSTALLATION**

10
11 All easements necessary for the construction, and operation of any mains or water/sewer lines or
12 facilities proposed for acceptance and ownership by the District, shall be obtained or provided by
13 the Developer/Owner and shall designate the Freeland Water and Sewer District as a beneficiary.
14 Mains shall be located in easements only when it is not possible or feasible to locate them in
15 existing public rights-of-way, or when they are located in an area or on a path preferred by the
16 District.
17

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

19
20 **SECTION 3.01 - FRONTAGE AND REQUIREMENTS FOR PERMANENT**
21 **CONNECTIONS**
22

23 Any Owner desiring a permanent connection to a main served by the District Water System must
24 have, by ownership or easement rights, at least 15 feet of frontage on a street, public right-of-
25 way, or easement in which the main is located. If requested by the District, Said Owner must
26 provide a legal description and map of the property to be served, together with sufficient
27 evidence of ownership thereof, to the District.
28

29 Water mains served by the District Water System shall extend across the full frontage of the
30 parcel whose Owner desires a permanent connection and/or across the full frontage of any
31 property that may lie between said parcel to be served and the street, or road, or easement, in
32 which the main lies. If the property to be served is part of a recorded plat, the water mains
33 serving or about to serve the plat must be laid across the full frontage of all lots before any water
34 service connections will be made to any of the lots. On dead-end streets, the District Water
35 System must extend all the way to the curb line at the street's end before any property at the end
36 of said street may be connected to water mains. The District may waive, at its discretion, the
37 requirement for full frontage coverage for proposals that involve only one single family
38 residence on one parcel or in any case where, in the District's judgment there is definitely no
39 likelihood of future main extension beyond the subject property, nor any likelihood for future
40 development of more than one single family residence on the subject parcel.
41

42 For the purposes of this Article III the term parcel shall mean an existing or proposed lot, tract,
43 or property of record. Existing parcels are those contained in the Assessor's plat of Island
44 County, which have been assigned descriptions and numbers for tax purposes by the Island
45 County Assessor. Proposed parcels are those shown delineated or described in any proposed Plat,

1 Short Plat, Binding Site Plan, or other approved form of subdivision. Parcels may not be
2 unilaterally described by an owner as a portion of an existing parcel.

3
4 **SECTION 3.02 - TEMPORARY CONNECTIONS ON PROPERTY ABUTTING AN**
5 **EXISTING MAIN**

6
7 Temporary connections may be approved, at the sole discretion of the District, for existing
8 parcels upon which no more than one (1) Single Family Residence (SFR) connection is
9 proposed, and which do not meet the requirements of Section 3.01 as to frontage. For such
10 temporary connections under this section, the Owner shall make payment to the District an
11 amount equal to \$75.00 per foot of "equivalent frontage", in addition to the established for
12 Service Connection Charge's, and shall convey to the District by easement such rights-of-way,
13 or easements as the District may require. The District shall determine which of the following
14 methods or combinations thereof will be used to find the Front Footage, or apply such other
15 formula, as the District deems fair and reasonable.

- 16
17 A. The average width of the tract measured parallel to the water main to which connection is
18 desired.
19
20 B. The actual frontage on another street or road right-of-way in which no water main exists,
21 but where the construction of such main is planned or may be reasonably anticipated.
22
23 C. The actual frontage on a proposed street or road for which the Owner shall convey a
24 right-of-way or easement to the District for utility purposes or to Island County for road
25 and utility purposes. The width of any such granted right-of-way or easement being as
26 determined by the recipient or beneficiary thereof.
27

28 Upon payment by an Owner of the above-specified Temporary Connection Fee, receipt, thereof,
29 shall be given by the District, describing the property for which payment has been made. In the
30 future, if a new main is constructed by the District from which service can be taken, the Owner
31 may connect to it by installing a new service line to a new meter location determined by the
32 District and by giving a written request to the District for the change in meter location.
33

34 In the alternative the District, may unilaterally re-locate said meter and connection to the new
35 main once it is installed. There shall be no additional Service Connection Charges for the
36 relocation of the meter or connection by the Owner or the District. The Owner, however, shall be
37 responsible for any cost of construction associated with said meter re-location if initiated by the
38 Owner. Upon re-location of a temporary service, the old temporary service shall be
39 disconnected. No refund shall be made to the Owner if the Owner's fair share of the cost of
40 constructing said new main is less than the payment to the District. If the actual main extension
41 cost to the District exceeds the above temporary cost neither shall the District claim any
42 additional amount due.
43

44 **SECTION 3.02A TEMPORARY CONNECTIONS FOR A PARCEL THAT DOES NOT**
45 **ABUT A PUBLIC ROAD OR ROAD EASEMENT**
46

1 Temporary connections may be approved, at the sole discretion of the District, for existing
2 parcels upon which no more than one (1) Single Family Residence (SFR) connection is
3 proposed, and which do not meet the requirements of Section 3.01 as to frontage or section
4 3.02. For such temporary connections under this section, the Owner shall make payment to the
5 District an amount equal to \$75.00 per foot of "equivalent frontage", in addition to the estab-
6 lished charges for service connections. The owners of the parcel shall be required to provide to
7 the District a signed No Protest agreement against the parcel for any District main extension that
8 passes their parcel for a term of twenty (20) years to be a recorded lien against the parcel by the
9 District. In addition the owner agrees to pay an additional amount per foot of the cost of the
10 extension at the time of a main extension less the \$75.00 per foot already paid.

11
12 **SECTION 3.03 - METER AND SERVICE CONNECTION SIZES**

13
14 The size of a service connection and meter shall be determined by the flow rate needed to
15 adequately service the project

16
17
18
19
20 **MULTIPLE UNIT RESIDENTIAL**
21 **&**
22 **COMMERCIAL PROPERTIES OR PROJECTS**

23
24 Multi-Family housing projects and new Commercial projects shall minimally be served by one
25 metered connection per existing or proposed lot or parcel of record. Within any one Parcel new
26 Commercial or new Multi-Family projects may be serviced by metered connections only in such
27 manner as determined and approved by the District. Options available to the District include, but
28 are not limited to, the following:

- 29
30 1. One metered connection per each detached building; or
31
32 2. One meter for each dwelling unit or each commercial business unit; or
33
34 3. Such number of meters, above the minimum of one per building, as determined by the
35 District.

36
37 The pipe size for a service connection shall be not less than the size of the meter as set forth in
38 the Application for Water. At the discretion of the District, larger pipes may be required to be
39 installed to provide water to more than one meter from a single connection.

40
41
42 A separate General Facilities Charge shall be required for each metered connection.
43 The maximum allowable distance from the water main to the meter shall be 60 feet. Any service
44 connection of greater length shall be approved by the District prior to installation.

1 **SECTION 3.04 - WATER METER LOCATIONS**
2

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

12
13 Where a meter is located on private property, the District may at its discretion and, at the
14 Owner’s expense, install a valve at the property line. Unless governed by a written
15 agreement stating otherwise, maintenance and repair of lines and facilities on private
16 property by the District shall be billed to the Owner.

- 17
18 B. All water meters to be serviced and read by the District shall be purchased through the
19 District to insure compliance with standard specifications regarding accuracy, connectors
20 and inter-changeability. Such purchase may be made directly from the District or from a
21 source approved by the District.
22

23 **SECTION 3.05 - DEVELOPER-INSTALLED SERVICE CONNECTIONS**
24

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

1 **ARTICLE - IV: REQUIREMENTS FOR**
2 **UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)**
3 **& INCORPORATION OF PRIVATE WATER SYSTEMS**

4
5 **SECTION 4.01 - UTILITY LOCAL IMPROVEMENT DISTRICTS (ULID)**
6

7 Any ULID set up for the constructing of a water main which is to become a part of the District
8 water system shall meet all the requirements as set forth under this Regulation and the District's
9 Specifications for constructions and materials, and applicable Federal, State and County Laws.
10

11 **SECTION 4.02 - EXISTING PRIVATE WATER OR SEWER SYSTEMS**
12

13 Any Owner wishing to connect a private water system to the District water system, or wishing to
14 have the District adopt or accept any existing water, sewer, or other utility system, shall, if such
15 proposal is approved by the District, convey to the District all right and title to said water/sewer
16 system, together with any associated, or necessary Groundwater Rights, licenses, permits, plans,
17 specifications, "as-builts", and approvals. The District's acceptance of such system shall be at
18 the District's sole discretion, and may include, but not be limited to, the following conditions:
19

- 20 A. That written Certification be provided by the Owner that the construction and all
21 materials used to construct said system meet or exceed current Federal, State, Local, and
22 District standards and specifications;
23
24 B. That an accurate and full set of "as-built" drawings of said system together with complete
25 and current satisfactory facility and water quality testing results be submitted to and
26 approved by the District;
27
28 C. That written approval and verification of all applicable Federal, State and Local Agencies
29 with jurisdiction as to the suitability of the system for public use be obtained and
30 submitted to the District;
31
32 D. That such engineering or other professional certifications and assurances as deemed
33 necessary by the District be provided regarding the system's design and construction and
34 its consistency with all applicable Federal, State and Local plans, standards and laws.
35

36 The District may require existing private systems to be upgraded to meet all current requirements
37 before conveyance of said system will be accepted by the District. The District shall be allowed
38 free access for detailed inspection of all facilities proposed for conveyance to the District. The
39 District may accept cash in lieu of upgrade in an amount equal to or exceeding the estimated cost
40 of such upgrading as such cost is determined by the District upon review of existing system
41 plans.
42

43 The Owner(s) shall agree to pay all costs incurred by the District in the administration, review,
44 verification and certifications involved in determining the suitability of the system for acceptance
45 or adoption by the District. Owner(s)) shall also pay any and all legal or administrative costs

1 involved in negotiating and perfecting the transaction including, but not limited to the
2 preparation of all conveyance documents and title reports and insurance.

3 **ARTICLE - V: RATES AND CHARGES**

4
5 **SECTION 5.01 - CONNECTION CHARGES**

6
7 In addition to the General Facilities Charges and Service Connection Charges, an Owner of
8 property fronting on a main for which the said property has neither been assessed nor otherwise
9 paid its "pro-rata share" of the cost of said main may be required to pay a Local Facilities Charge
10 to the District as a condition to the right to connect to said main. Said charges may be collected
11 either for the benefit of the District or for private persons who have paid the cost of constructing
12 said main and have entered into a recovery contract with the District.

13
14 **A. Recovery Contract**

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

22
23 This 15-year period of time shall begin on the date the contract has been executed by the
24 District and the Developer/Owner, and final acceptance of work by the District, and the
25 original thereof is filed with the District, and/or is recorded with the Island County
26 Auditor. If the document is recorded with the County Auditor by the District, then the
27 date of such recording is the date said 15 years commences. In any case, any statutory
28 limits on the duration of such recovery contracts in effect at the time shall over-ride those
29 specified herein.

30
31 Monies collected by the District pursuant to recovery contract provisions shall be paid to
32 the original Developer/Owner of said water main, their personal representative(s),
33 designees, or assigns as may be specified in the said recovery contract, within (60) sixty
34 working days after each collection.

35
36 There shall be a minimum additional charge of 10% by the District for making each
37 collection, which additional charge shall be paid by the Developer/Owner and shall
38 belong to the District. Said 10% collection charge will be taken by the District from the
39 moneys collected before forwarding same to the applicable Developer/Owner's, their
40 heirs, successors, or assigns.

41
42 Upon acceptance by the District of the title to the subject improvements, the District will
43 notify, by delivery of a copy of these rules or other means, to the Developer/Owner
44 thereof, of the above right to enter into a recovery agreement with the District. If no
45 action is taken by the developer within the 90 days provided for above, the right to enter

1 into a recovery agreement shall be forfeited. Each Recovery Contract is subject to the
2 following conditions:
3

4 1. Owners requesting the District to make the above cited collections on their behalf
5 shall submit to the District for acceptance a contract to be known as a Recovery
6 Contract. The contract shall describe the improvements made and stipulate, by
7 legal description, those non-participating and benefiting properties which shall
8 thereafter be required to pay the applicable and stated "fair pro-rata cost share" or
9 "surcharge" to be collected by the District. The contract shall also specify, by
10 legal description, as applicable, those properties by legal description and/or
11 Owners thereof to whom payment of collected charges shall be made.
12

13 2. The "fair pro-rata cost share" for recovery contracts and the formula for
14 computation thereof shall be specified in or otherwise be a part of the recovery
15 contract between the District and the Developer/Owner of the improvements in
16 question.
17

18 If Front Footage is the basis of such formula "Fair pro-rata cost share" is defined
19 as the total actual cost of the improvements including, but not limited to, design,
20 permits, fees, construction, engineering, administration, legal fees, finance costs,
21 etc. related to construction and to conveyance of the mains to the District, divided
22 by the number of feet of frontage of all property along or parallel to the main
23 which may reasonably be expected to benefit by a connection thereto for water
24 service (including the participating properties). If any other formula or formulas
25 are to be applied, they, and their justification, shall be specifically described in the
26 contract and specifically applied to the specified non-participating properties.
27

28 3. In addition to the submission of the Recovery Contract, it shall be the
29 responsibility of the Developer/Owner requesting such contract to show on the
30 "as-built" drawings for the system those frontages and/or properties which are
31 considered to have participated in said project and are not subject to future
32 connection charges, as well as those which are. If any of the tracts subject to
33 recovery are corner lots or irregularly shaped so as to make determination of
34 benefiting frontage or area difficult, a fair "equivalent frontage" or other formula
35 and resultant amount shall be specified in the contract.
36

37 In the computations of "fair pro-rata cost" share this equivalent figure shall be
38 used and shall be shown on the drawings.
39

40 4. Each recovery contract shall be reviewed and approved by the District which
41 process may include review by the District's Attorney, Certified Operator,
42 Administrator, and Engineer, all at the expense of the Developer/Owner. For this
43 purpose, the Developer/Owner shall submit all necessary documenting data on the
44 actual cost of construction, as well as the costs of conveyance and any
45 statement/affidavit required by Section 2.01 (H). The District shall request such
46 changes in the contract, as it deems necessary, or required by law and principals

1 of equity, and shall accept and/or execute such contract only after such changes, if
2 any, have been made.

- 3
- 4 5. Every recovery contract shall include language which indemnifies the District and
5 holds it harmless from any legal challenge to the sufficiency, fairness, or
6 enforceability of said contract, and which specifies that any and all costs
7 associated with the defense of any such legal challenge and any and all awards or
8 judgments arising therefrom, shall be the responsibility of the Developer/Owner
9 seeking to protect the recovery therein established.
- 10
- 11 6. Every contract shall specify any and all exemptions from recovery as per Section
12 B below.
- 13
- 14 7. Every contract shall include a provision requiring that every two years from the
15 date the contract is executed, the Developer/Owner entitled to reimbursement
16 shall provide the District with information regarding the current contract name,
17 address, and telephone number of the person, company, or partnership that
18 originally entered into the contract.

19

20 **B. Enforcement of Recovery Contract Collections**

21

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

- 28
- 29 1. The connection in any manner or direction of additional mains to the mains
30 otherwise subject to a recovery contract if said additional mains are constructed in
31 a public right-of-way or easement of the District, existing at the date of
32 acceptance of the recovery contract; or
- 33
- 34 2. Any improvements or additions to or extensions of the Subject Mains conducted,
35 authorized, or required by the District, which in the opinion of the District
36 provides benefits to the overall operations to the District water system.

37

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

1
2 E. Connection Charge for Partial Water Line Extensions
3

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

11
12 No refund shall be made if the Owner's future fair share of the cost is less than the
13 payment to the District, neither shall the District claim any additional amount due if it
14 incurs a greater cost for such future extension construction.

15
16 **SECTION 5.02 - GENERAL FACILITIES CHARGES**
17

18
19 For all Parcels where there is no water service, General Facilities Charges shall be as
20 follows:
21

22 General Facilities Charge, by water meter size
23

Meter size	factor	Charge
5/8 x 3/4 inch	1.0	\$7,140
1 inch	2.5	\$17,850
1 1/2 Inch	5.0	\$35,700
2 inch	8.0	\$57,120
3 inch	16.0	\$114,240
4 inch	25.0	\$178,500

24
25
26
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29
30
31
32 If the customer needs to increase the meter size they will be required to pay a prorated General
33 Facilities charge. There will be no refund made to customers who reduce the meter size.
34
35

- 36 1. The District shall accept an Application for Water on the condition that the owner
37 will start construction within one year. The owner shall submit with the
38 Application for Water a check or money order for the Service Connection
39 Charges established by the Board. If the customer fails to start construction
40 within the prescribed period, the application will be voided and the District will
41 refund the amount paid by the owner, less any costs incurred by the District, to
42 the Owner without interest. Where circumstances presented to the District Board
43 in writing, an extension to the Application for Water may be granted for a period
44 up to six months.
45

1 2. General Facilities Charges do not include any of the costs of labor, parts or
2 materials of making the necessary installation nor is the cost of the applicable
3 meter or meter box included in these fees. The Owner shall be responsible for all
4 installation costs. Such billable costs include but are not limited to, excavation,
5 tapping the main line, installing meter box, meter, fittings, and valves, pipe and
6 laying pipe, inspections and testing, pressure reducer(s), backflow prevention
7 devices or check valve(s) if required or ordered, nor shall it include connections
8 requiring the laying of pipe beyond a property line from the main.
9

10 Generally, an applicant will hire the services of a licensed contractor to perform all such
11 work under the inspection of the District.
12

13 If any property or parcel, regardless of zoning, is not within the District Boundaries, then
14 an additional General Facilities Charge of \$3,000 is required above the normal General
15 Facilities Charge for each service connection.
16

17 **SECTION 5.03 - WATER EXTENSION ADMINISTRATION, REVIEW, AND**
18 **INSPECTION CHARGES**
19

20 All persons who extend the District water system shall pay for inspection thereof at no cost
21 thereof to the District. All District related or incurred costs or fees associated with water main
22 extensions or connections shall be paid prior to final acceptance of the mains by the District and
23 prior to use.
24

25 **SECTION 5.04 - WATER USE** Rates or charges for water use shall be based on a fixed Base
26 Rate for each billing period and on the quantity consumed during each billing period as
27 hereinafter defined.
28

29 The Base Rate will increase annually based on the December Consumer Price Index (CPI-U) for
30 the Seattle-Tacoma-Bremerton Washington area for All Urban Consumers and will be effective
31 January 1st of each year. In the event the CPI should go down, no increase or decrease will occur
32 until such time the CPI goes back up.
33

34 The consumption and use of all water taken from the District water system shall be metered at
35 every connection to said water system. All water taken from the system at any point or from any
36 hydrant on temporary or permanent basis shall also be measured.
37

38 In addition, the monthly or periodic regular base rate and consumption charges for new service to
39 properties outside the District Boundaries shall be three times the amount applicable to
40 properties within the boundaries of the District. Any service to properties outside the
41 boundaries of the District shall be at the sole discretion of the District and may only be approved
42 by the District Board at a public meeting. In all such cases the owners of the applicable
43 properties shall submit a signed annexation petition and/or agreement in such form as acceptable
44 to the District.
45

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

1
2 **A. Billing Period**

3
4 The billing period for single and multi-family residential customers within the District's
5 Freeland service area shall be three months and the Harbor Hills, Sunnyview Farms,
6 Freeland commercial and multi-family billing period will be two months.
7

8 **B. Billing Increments**

9
10 Charges for water used shall be computed based on consumption.
11

12 **C. Rates**

13
14 **FREELAND WATER AND SEWER DISTRICT**

15
16 **QUARTERLY RESIDENTIAL METERED WATER CONSUMPTION RATE**

17
18

<u>Consumption</u>		<u>Quarterly Rate</u>
0-1500 cubic feet	=	\$1.35 per 100 cubic ft.
1501-3000 cubic feet	=	\$1.70 per 100 cubic ft.
3001-4500 cubic feet	=	\$2.05 per 100 cubic ft.
4501-6000 cubic feet	=	\$2.45 per 100 cubic ft.
Greater than 6000 cubic feet	=	\$2.85 per 100 cubic ft.

19
20
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22
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26
27

28 **QUARTERLY RESIDENTIAL BASE RATE PER UNIT**

29
30 Quarterly Charge \$ 38.36
31
32

33 Multi-family residential units in existence as of June 14, 2010 that are served by a single meter
34 shall be subject to a quarterly base rate equal to the number of dwelling units served by that
35 meter times the single family quarterly base rate. To determine water consumption charges, the
36 total consumption shall be divided by the number of units in the multifamily dwelling and that
37 average consumption shall be applied to the consumption rate table above. Example: If four
38 units are served by a single meter, the quarterly charge would be four times \$38.36 (the single
39 family base rate as of January 1st, 2013), or \$150. If that multifamily dwelling unit consumed
40 7000 cubic feet in a three month period, the first 6000 cubic feet would be charged at the rate for
41 0-1500 cubic feet of water consumption and the remaining 1000 cubic feet would be charged at
42 the next highest rate.
43
44
45
46
47

FREELAND WATER AND SEWER DISTRICT
BI-MONTHLY COMERCIAL WATER CONSUMPTION RATE

<u>Consumption</u>	=	<u>Bi-Monthly Rate</u>
0-1000 cubic feet	=	\$1.35 per 100 cubic ft.
1001-2000 cubic feet	=	\$1.70 per 100 cubic ft.
2001-3000 cubic feet	=	\$2.05 per 100 cubic ft.
3001-4000 cubic feet	=	\$2.45 per 100 cubic ft.
Greater than 4000 cubic feet	=	\$2.85 per 100 cubic ft.

BI-MONTHLY COMMERCIAL BASE RATE

<u>Meter Size/Type</u>	<u>Bi-Monthly Charge</u>
¾ or 1" meter	\$ 63.94
1 1/2" meter	\$ 127.87
2" meter	\$ 204.60
3" meter	\$ 409.20
4" meter	\$ 639.37
6" meter	\$1,278.75
8" meter	\$2,046.00

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

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

HARBOR HILLS WATER BI-MONTHLY RESIDENTIAL METERED WATER CONSUMPTION CHARGES

BI-MONTHLY CONSUMPTION RATE

0-10,000 gallons	\$2.10 per 1,000 gallons
10,001-20,000 gallons	\$3.50 per 1,000 gallons
20,001-30,000 gallons	\$3.80 per 1,000 gallons
30,001-40,000 gallons	\$4.55 per 1, 000 gallons
Over 40,000 gallons	\$4.90 per 1,000 gallons

ADDITIONAL FIXED BI-MONTHLY RATE

Residential-Base Rate	\$71.61
Residential Capital Improvement Fund	\$17.00

1
2
3 **SUNNY VIEW FARM FIXED RATE**

4
5 Bi-monthly rate (non-metered) \$66.49
6

7 **ARTICLE - VI: ENFORCEMENT**

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

10
11 If any repair or replacement of a private water service is not made within 30 days after official
12 notice has been given to make such corrections, the District may cause the water service to be
13 disconnected.

14
15 Owners of property connected to the District water system are responsible for the maintenance
16 and repair of all water lines on their properties, including the area around their water meter,
17 which have not been formally conveyed (together with associated easements and/or agreements)
18 to the District in accordance with these rules. This responsibility commences at the property line
19 or right-of-way/easement boundary regardless of meter location.

20
21 One-Time Exception: Customers may submit requests for a one time only 50% consideration on
22 a water bill caused by leakage on the Customer's side of the property line or meter box as the
23 case may be. The customer must submit a written request to the Board regarding water usage
24 during any given billing period caused by a leak. To be considered, the District requires that the
25 leak be repaired within a reasonable time. The District Board will review any letter for
26 consideration at their next held regular monthly meeting. If the requested consideration is
27 granted, it will be noted on the customer's billing file as a one-time only lifetime credit due to
28 leak. The District will respond with a letter to the customer and post the credit accordingly to the
29 customer account.

30 **SECTION 6.02 - GENERAL CHARGES**

31
32 Any future changes or additions to District water system, whether inside or outside the legal
33 limits of the District, must conform to the Comprehensive Water System Plan established by the
34 District Board.

35
36 **SECTION 6.03 - DISCONTINUANCE OF SERVICE**

37
38 The District may refuse or may discontinue service to any customer for violation of any
39 provision of this Regulation, or for failure to pay bills when due. The District may limit, refuse
40 or discontinue service to any customer who requires or uses such volume of water that water
41 service to any other customer may be thereby impaired.

42
43 The District shall discontinue service to any customer who makes an unauthorized connection to
44 the District water line, bypasses a District water meter or in any other way, misappropriates
45 District water, or fails to comply with District water conservation actions or orders. An illegal

1 connection fee of \$1,000.00 will be paid in addition to the Service Connection Charges on any
2 illegal connection.

3
4 Discontinuance of service for any cause stated in this Regulation shall not release the customer
5 from his obligation to the District for payment of bills or charges. Whenever service is
6 discontinued, as provided above, the customer shall be charged for the discontinuance.

7
8 Restoration of service, at the customer's request and after payment of all bills due, shall be done
9 at the convenience of the District, and an additional charge shall be made for this service.

10
11 Restoration of service, at any time other than regular business hours shall be charged at actual
12 costs, but in no case shall the charge be less than \$50. A customer who wishes to shut off water
13 service shall give at least three days' notice to the District. No charge will be made for shutting
14 off the supply. A customer, who shuts off water service and then later requests restoration of
15 service at the location, shall be charged \$50 for such restoration of service.

16
17 Any customer who permanently terminates water service will have to re-apply by submitting an
18 Application for Water and paying any Service Connection Charges as determined by the District.

19
20
21 **SECTION 6.04 - ACCOUNTS - DISCONTINUING SERVICE WHERE ACCOUNT**
22 **DELINQUENT**

23
24 It shall be the duty of the District to keep accounts with all consumers of water; to enter on such
25 accounts all charges and penalties. The District shall provide for proper accounts with all
26 consumers of water, and every sixty days or less, compile a statement of the names and property
27 of such consumers as are delinquent, and shall forthwith cause that service of these consumers to
28 be discontinued.

29
30 Delinquent accounts interest rate shall be in accordance with RCW 57.08-081(3) in addition to
31 late fees on the unpaid balance. NSF fee shall be subject to current rate charged by Whidbey
32 Island Bank.

33
34 An account shall be deemed delinquent if not paid within thirty (30) days following the date of
35 billing. There shall be a further ten percent (10%) service charge for a Water Shut off Notice.
36 Water connections shall be cut off thirty days after an account becomes delinquent and remains
37 unpaid. A shut off charge of \$50.00 will be added

38
39 **SECTION 6.05 - WATER RATES LIEN AGAINST PREMISES**

40
41 All water rates will be charged against the premises for which the service was installed. All
42 charges for water, when the same become delinquent and unpaid, shall be a lien against the
43 premises to which water service has been furnished.

44
45 The District will certify such delinquencies to the Treasurer, Island County, Washington, to fix a
46 lien against the property affected for the amount of the rates or other charges unpaid plus lien

1 fees and penalty of an additional 12 percent of such other charges unpaid plus interest at the rate
2 of 12 percent per Annum from the date of each delinquency which shall be a lien against the
3 property on which the service is received, subject only to lien for general taxes.

4

5 The foregoing provisions shall be in addition to the authority provided by law, to bring suit for
6 foreclosure where rates and charges for water supplied and penalties are delinquent for a period
7 of 60 days, which shall include judgment for costs and attorney's fees as provided in RCW
8 57.08.090.

INDEX

		PAGE
1		
2		
3	ARTICLE I GENERAL	
4		
5	SECTION 1.01 DEFINITION	1
6	SECTION 1.02 SPECIFICATIONS	3
7	SECTION 1.03 APPLICATION FOR WATER SERVICE	4
8	SECTION 1.04 STATE AND COUNTY RULES	4
9	SECTION 1.05 LIMITS OF DISTRICT RESPONSIBILITY	4
10		
11	ARTICLE II CONSTRUCTIONREQUIREMENTS	
12		
13	SECTION 2.01 EXTENSION OF MAINS	4
14	SECTION 2.02 PIPE SIZE, TYPE AND LOCATION	11
15	SECTION 2.03 FIRE HYDRANTS, TEES, GATE	11
16	VALVES, BLOW-OFF VALVES	
17	AND APPURTENANCES	
18	SECTION 2.04 EASEMENT REQUIREMENTS FOR	13
19	WATER MAIN INSTALLATION	
20		
21	ARTICLE III REQUIREMENTS FOR SERVICE CONNECTIONS	
22		
23	SECTION 3.01 FRONTAGE & REQUIREMENTS FOR	13
24	SERVICE CONNECTIONS	
25	SECTION 3.02 TEMPORARY CONNECTIONS ON	14
26	PROPERTY ABUTTING AN	
27	EXISTING MAIN	
28	SECTION 3.03 METER & SERVICE CONNECTION	15
29	SIZES	
30	SECTION 3.04 WATER METER LOCATIONS	16
31	SECTION 3.05 DEVELOPER-INSTALLED SERVICE	16
32	CONNECTIONS	
33		
34	ARTICLE IV REQUIREMENTS FOR UTILITY LOCAL IMPROVEMENT DISTRICTS	
35	(ULID) & INCORPORATION OF PRIVATE WATER SYSTEMS	
36		
37	SECTION 4.01 UTILITY LOCAL IMPROVEMENT	17
38	DISTRICT (ULID)	
39	SECTION 4.02 EXISTING PRIVATE WATER OR	17
40	SEWER SYSTEMS	
41		
42	ARTICLE V RATES AND CHARGES	
43		
44	SECTION 5.01 CONNECTION CHARGES	18
45	SECTION 5.02 GENERAL FACILITIES CHARGES	21
46		

1	SECTION 5.03	WATER EXTENSION ADMINISTRATION	22
2		REVIEW AND INSPECTION CHARGES	
3	SECTION 5.04	WATER USE	22
4			
5	ARTICLE VI ENFORCEMENT		
6			
7	SECTION 6.01	FAILURE TO REPAIR OR REPLACE	25
8		PRIVATE WATER LINES OR FIRE	
9		PROTECTION LINES THAT ARE NOT	
10		METERED	
11	SECTION 6.02	GENERAL CHARGES	25
12	SECTION 6.03	DISCONTINUANCE OF SERVICE	25
13	SECTION 6.04	ACCOUNT-DISCONTINUING SERVICE	26
14		WHERE ACCOUNTS DELINQUENT	
15	SECTION 6.05	WATER RATES LIEN AGAINST	26
16		PREMISES	
17			
18	EXHIBIT – B	GENERAL SPECIFICATION FOR WATER MAIN EXTENSION	
19			
20	EXHIBIT – C	TECHNICAL SPECIFICATION	
21			
22			
23	EXHIBIT – D	CROSS CONNECTION POLICY	
24			
25	EXHIBIT – E	GREENHOUSE GAS REDUCTION POLICY	
26			
27	APPENDIX A	STANDARD PLANS	
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			