

PUBLIC UTILITY DISTRICT NO. 1  
OF CLALLAM COUNTY

WATER SERVICE REQUIREMENTS

EFFECTIVE: 1/22/90

Revised:

June 6, 1994  
November 6, 1995  
August 17, 1998

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Table of Contents .....	i
1 Definitions .....	1
2 Application for Service .....	2
3 Contractual Obligations of Customer .....	2
4 Effective Date of Contracts .....	3
5 Term of Contracts .....	3
6 Access to Customer's Premises .....	3
7 Service Connections .....	3
8 Service Installations .....	3
9 Cross-connection Control .....	4
10 Minimum Water Meter Size .....	5
11 Maintenance of Water Pipes on Premises .....	5
12 Water Supply to Additional Premises Prohibited .....	5
13 Changes in Service .....	6
14 Water Reconnects .....	6
15 Discontinuance of Service .....	7
16 Repairs of Service Pipes, Connections, Etc. ....	7
17 Damage to Meter and/or Service Connection by Hot Water .....	7
18 Unlawful Use of Water .....	7
19 Protection of Meters .....	8

**TABLE OF CONTENTS**

8/17/98

20	Driveways .....	8
21	Collection Dates/Disconnect Procedure .....	8
22	Change of Occupancy .....	8
23	Regulation of Sprinkling .....	9
24	Unlawful Connections to Mains .....	9
25	Testing Meters .....	9
26	Extensions .....	9
27	Metering .....	11
28	Ownership of Water Facilities .....	11
29	Validity .....	12
30	Discretionary Clause .....	12
31	Effective Date .....	12

**SECTION 1: DEFINITIONS**

A. "Contribution in Aid of Construction" is the cost of a line

8/17/98

extension as paid by the customer plus trenching cost allowance.

- B. "Cross-connection" is the point at which it is possible for a non-potable substance to come in contact with the potable drinking water system.
- C. A "customer" shall be any person purchasing water from the District.
- D. A "developer" shall be defined as a person or legal entity requesting service to two or more dwelling sites, to a mobile home rental facility, or to a multi-family structure.
- E. The word "District" shall mean Public Utility District No. 1 of Clallam County, Washington, or any water system owned thereby.
- F. The word "Manager" shall be held and construed to mean the General Manager of Public Utility District No. 1 of Clallam County, Washington.
- G. The word "person" shall be held to mean and include persons of either sex, associations, co-partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee; the singular number shall be held and construed to include the plural, and the masculine pronoun to include the feminine.
- H. "Premises" shall mean the real property and related structure(s) for which the water service was or is to be installed.
- I. A "shareholder" shall be defined as the owner of the contracted service location at the time the refund of sharing becomes available, except for leased or life-estate property.
- J. "Sharing" is money collected by the District from customers connecting to a line extension wherein other customers connected to that line have paid a Contribution in Aid of Construction.
- K. "Trenching cost" will be a cost allowance as established by the District.
- L. The term "unit" means a motel quarters, a cabin, a single trailer plot, a hotel room, office spaces, etc., but does not include residences.

**SECTION 2: APPLICATION FOR SERVICE**

8/17/98

Any person desiring to purchase water service from the District shall make application to and contract with the District, upon a form to be furnished by the District for that purpose, signed by the applicant, and filed in the office of the District; which application shall contain an address of the premises where water service is desired.

**SECTION 3: CONTRACTUAL OBLIGATIONS OF CUSTOMER**

- A. The application and its acceptance by the District provided for in the preceding section shall constitute a contract on the part of the applicant to pay for the water service applied for at the current rate, reserving to the District the right to charge and collect the rates and charges provided for by Resolution, to change said rates and charges at any time by Resolution, to discontinue the service at any time after following the established notification procedures, and to install a meter or meters to register the water used. Such contract shall be subject to all the provisions of all District Requirements and any Resolution of the District hereafter passed pertaining to water rates or service.
- B. The District shall not be held responsible for any damage by water or other causes resulting from defective plumbing or appliances installed by the owner or occupant of any premises, nor shall the fact that the agents of the District have inspected the plumbing and appliances render the District liable in case of damage to premises from such defective plumbing or appliances. In case the supply of water shall be interrupted or fail by reason of accident or any other cause whatsoever, the District shall not be held liable for damages for such interruption or failure; nor shall such failure or interruption for any reasonable period of time be held to constitute a breach of contract on the part of the District, or in any way relieve the customer from performing the obligations of a contract.
- C. The District shall not be held liable for damages to customer's property resulting from leakage or the breaking of pipes or facilities maintained by the District when such property is within a state, county, or private right-of-way for road and utility purposes.
- D. The customer shall maintain the access to and the area around the water meter free of any obstacle or obstruction and will clear or trim all vegetation limiting District access. The access route shall be a minimum of two feet in width and must include a structurally stable walkway over any ditch greater than 18 inches wide. The access route shall be kept free

8/17/98

from animals. Should the customer not meet this obligation, the District may do the necessary work and bill the customer.

**SECTION 4: EFFECTIVE DATE OF CONTRACTS**

All applications to and contracts with the District shall be effective from date of signature by the customer, and bills shall be rendered for service from the date District water service is made available to the customer's premises.

**SECTION 5: TERM OF CONTRACTS**

All contracts for water service shall be binding from the time of signature by the customer unless otherwise specified in the contract, and shall continue in effect from month to month; except the District or customer may at its own option terminate the contract after all charges, fines, and penalties are paid in full.

**SECTION 6: ACCESS TO CUSTOMER'S PREMISES**

Duly authorized employees of the District shall have free access at any reasonable time to any and all premises furnished water service by the District for the purpose of ascertaining the amount of water used, of inspecting the pipes and fixtures, and for the shutting off and turning on of water through the service connection.

**SECTION 7: SERVICE CONNECTIONS**

No person other than a duly authorized employee of the District shall connect any premises with the District's water system for the purpose of securing water service therefrom or for any other purpose whatever. Any customer receiving unauthorized service is responsible for paying the full amount for water reasonably determined by the District to have been used and tampering charges as established by the District.

**SECTION 8: SERVICE INSTALLATIONS**

- A. Upon payment of installation fees, and application to and contract with the District, the Manager shall cause the premises described in the application, if a water main be adjacent thereto, to be connected with the District's water main by a service pipe extending approximately at right angles from the main to the property line except as hereinafter provided.
- B. For premises not adjacent to a water main, the District will

8/17/98

specify a main extension as detailed in Section 25 below.

- C. Whenever it has been ascertained that an obstacle of any kind is to be or has been erected, placed, or parked which limits the District's ability to access and maintain its facilities, the District may cause the relocation or readjustment of said facilities. The cost of such relocation or readjustment shall be paid by the customer residing on the premises upon which such permanent structure is to be, or has been located by the owner thereof. In no case shall the District be required to maintain or repair any portion of the service connection on the customer's side of the meter.
- D. Where there is a water main adjacent to any premises, the owner of each house thereon supplied by District water must install a separate service connection with the District main; and the premises so supplied will not be allowed to supply water to any other premises except temporarily, with the consent of the District, where there are no available mains in the street.

**SECTION 9: CROSS-CONNECTION CONTROL**

- A. The customer shall install all backflow prevention assemblies required by the District in order to protect the potable water system in accordance with WAC 246-290-490. The customer agrees to maintain and test said assemblies in proper working order. The assemblies shall be of a type, size, and make approved by the District and the Washington State Department of Health. The assemblies shall be installed in accordance with all standards established by the District.
- B. The customer shall install and maintain at all times their plumbing system in compliance with the most current edition of the plumbing code having jurisdiction as it pertains to the prevention of water system contamination. The customer shall notify the District before any additions or changes are made to their plumbing system that might adversely affect the proper operation of the backflow device.
- C. All backflow prevention assemblies shall be installed on the customer's service line near the water meter location. Alternative locations may be approved by the District if there are arrangements to provide free access for authorized District employees to all parts of the customer's premises to which water is supplied during reasonable working hours of the day for routine inspections, and at all times during emergencies.

8/17/98

- D. The customer shall indemnify and hold harmless the District for all contamination of the customer's plumbing system or other customers' plumbing systems and/or the District's potable water system that results from an unprotected or inadequately protected cross-connection within their premises. This indemnification shall pertain to all backflow conditions that may arise.
- E. For additional information, please refer to the District's Cross-Connection Control Policy.

**SECTION 10: MINIMUM WATER METER SIZE**

To determine the size water meter for a commercial service, the following guide shall be used as a suggested minimum standard.

In all cases, the District shall have the final word and shall determine the required meter size.

<u>Meter Size</u>	<u>Units Served</u>
3/4" meter	1 to 4 units
1" meter	5 to 15 units
1-1/2" meter	16 to 34 units
2" meter	35 units and up

**SECTION 11: MAINTENANCE OF WATER PIPES ON PREMISES**

All persons connecting to District service or laying their own private service pipe shall be required to use only standard galvanized, PVC, polyethylene, copper, or other approved pipe. All pipes shall be laid not less than two (2) feet below the surface of the ground. Owners shall maintain their own private service pipes from the end of the District service to and across their own property.

**SECTION 12: WATER SUPPLY TO ADDITIONAL PREMISES PROHIBITED**

- A. It shall be against District regulations for any customer whose premises is supplied with water to furnish water to other premises or users without first making application in writing to do so at the office of the District and obtaining permission therefor. Whenever service to more than one customer through one meter is permitted by the District, the applicable customer service charges shall apply.
- B. When additional premises are connected without permission of

8/17/98



the District as described in the above paragraph, such customer may be charged at double the rate for the time they are connected; and such service may be shut off by the District without notice, and a reconnect charge made for shutting off and turning on such service. In case water shall be turned off as stated in this section, the same shall not be turned on again until all rates and charges against said premises have been paid in full.

**SECTION 13: CHANGES IN SERVICE**

- A. When new buildings are to be erected on the site of old ones, and it is desired to increase the size or change the location of the old service connection, or where a service connection to any premises is abandoned or its use no longer desired, the District may remove such service connection. After such removal, should a service connection be required, a new service shall be placed only upon application of the occupant and upon payment for a new tap in the manner provided for new services. No allowance shall be made for the service removed.
- B. When service connection to any premises does not directly connect with a main adjacent to said premises, the District may transfer the service connection to a new main without charge and at the same time remove the old service connection.

**SECTION 14: WATER RECONNECTS**

- A. When a customer's meter has been removed or water is shut off at a premises for nonpayment of water charges, or for any lawful or proper cause, it shall be against District regulations for such customer to again connect such premises with water until all arrearages have been paid, including a reconnect charge, and application made for reinstallation of meter, and other cause or causes corrected to the satisfaction of the District.
- B. Any customer receiving unmeasured or unauthorized water service is responsible for paying the full amount of said service reasonably determined by the District to have been unmetered or unauthorized due to meter tampering, alteration, or replacement.
- C. Meter Tampering charges will be added to the estimated billing for unmeasured or unauthorized service to cover the expense of District equipment restoration. In the event that the actual labor, materials, transportation, and overhead

8/17/98

costs of such restoration exceed the designated charge, the customer shall pay actual costs.

**SECTION 15: DISCONTINUANCE OF SERVICE**

The District reserves the right at any time, after following its established notification procedures, to shut off the water supply for repairs, extensions, nonpayment of bills, cross-connection violations or any other reason; and the District shall not be responsible or liable for any damage resulting from interruption of water supply.

**SECTION 16: REPAIRS OF SERVICE PIPES, CONNECTIONS, ETC.**

The service pipes, connections, and other apparatus within any private premises must be kept in good repair and protected from freezing at the expense of the owner or lessee, who shall be responsible for all damages to District property resulting from leaks or breaks. In case of neglect to promptly repair any service or fixtures or make any changes or alterations directed by the District within ten (10) days after written notice was given to the owner or tenant of the premises, the District shall have the right to discontinue water service.

**SECTION 17: DAMAGE TO METER AND/OR SERVICE CONNECTION BY HOT WATER**

- A. The cost of repairs to any meter and/or service connections damaged by hot water shall be charged to the customer for whom such meter was installed. The deformation or warp of a meter disc of any meter shall be held to be prima facie evidence of such damage having been caused by the action of heat.
- B. The District shall have the right to order the installation of check and temperature relief valves on services where it is found necessary to protect the meter and/or service connection from hot water. The number, location, and type of valves to be used shall be fixed and approved by the District. The District shall have the right to discontinue water service if the installation of check and temperature relief valves shall not have been made within ten (10) days after written notice was given to the owner or tenant of the premises.

**SECTION 18: UNLAWFUL USE OF WATER**

It shall be against District regulations for any person to use the

8/17/98

water for purposes other than those named in the application upon which rates for water are based, or for any other purpose than that for which a contract provides.

**SECTION 19: PROTECTION OF METERS**

Whenever a meter is to be or has been installed within any portion of a street, alley, or private property, suitable bases, supports, or barriers shall be installed as will reasonably secure the meter and pipes connected therewith against any damage from strain or settlement. The cost of the erection of such bases, supports, and barriers shall be paid by the customer for whom the meter was installed.

**SECTION 20: DRIVEWAYS**

Whenever a driveway to be used for vehicular traffic shall be constructed on any portion of the property served in such manner as to interfere with the District's connections, the District shall effect the removal and relocation of any water service connection or any part thereof which may be within the lines of such driveway; provided, however, that instead of removal, the District may, if it seems advisable, cause the construction and placement of an iron masonry box or chamber of sufficient strength to stand the stress of vehicular traffic. The cost of removal, relocation, or modification of water service connections as provided in this section shall be paid by the customer.

**SECTION 21: COLLECTION DATES/DISCONNECT PROCEDURE**

- A. It shall be the duty of the District to keep accounts with all its water customers, and to enter on such accounts all charges and penalties. The Manager is authorized to fix the billing date on which charges and penalties incurred by the customer become due.
- B. All charges and penalties shall be due and payable within ten (10) days after the respective due dates fixed by the District; and if the same are not paid within ten (10) days, the service may be shut off after following the established notification procedures. All payments shall be made in cash or its equivalent, and any exchange charges on checks, money orders, or other evidences of cash must be paid by the customer.
- C. Failure to receive mail will not be recognized as a valid excuse for failure to pay bills when due.

8/17/98

**SECTION 22: CHANGE OF OCCUPANCY**

Whenever a change of occupancy of premises supplied with water shall take place, the new occupant shall make application for service as described above.

**SECTION 23: REGULATION OF SPRINKLING**

The District reserves the right to regulate, when water supply is limited, the hours when customers will be permitted to use District water for purposes of lawn sprinkling or other irrigation.

**SECTION 24: UNLAWFUL CONNECTIONS TO MAINS**

No person shall attach to or detach from any water main, any service pipe, or other connection through which water is supplied by the District or to interfere in any manner with such pipes or connections without first having obtained the written consent of the District.

**SECTION 25: TESTING METERS**

- A. When any customer shall make a complaint that the bill for any particular month is excessive, the District will, upon request, have such meter reread and the service inspected for leaks or other defects. Should the customer then desire that the meter be tested, the customer shall be required to make a deposit to cover the cost of making such test. The meter will then be tested.
- B. Should such meter show an error of over 3 percent in favor of the District, said deposit will be refunded to the customer, the meter corrected, and the bill adjusted. If the test of such meter should show an accurate measure within 3 percent, or should show an error in favor of the customer, the deposit will be retained by the District to cover the cost of testing. Whenever it shall be determined that any meter has not been registering correctly, then an average bill may be rendered, based either on the nearest four preceding months' average use when the meter was in good order, or on the same month of the preceding year if the use is seasonal.

**SECTION 26: EXTENSIONS**

Extension of mains required to serve new customers shall embody the following principles:

- A. The extension must be along a permanently established vehicle access route such as a public street, road, or highway. An easement for the line to be located outside the public right-of-way must be provided by the customer unless otherwise approved by the District. Permanent vehicle access must be provided and maintained by the customer for any extension approved by the District and not along a public street, road, or highway.
- B. Extension estimates shall be based on mains of not less than four inches (4") in diameter, subject to the Manager's discretion.
- C. The size of mains to be installed shall be at the discretion of the District.
- D. Each premises must have frontage on a water main to obtain a direct service. If a premises does not have water main frontage, a water main extension must be constructed in accordance with the Manager's discretion.
- E. The customer(s) or developer shall bear the entire cost of the extension and may elect to have the extension constructed by the District or by a contractor of choice, in accordance with all specifications of, and subject to inspection (the cost of such inspection, etc., shall be paid for by the customer(s) or developer) and approval by the District.

In the event that the extension is built by a contractor, the extension shall be guaranteed by the customer or developer for a period of not less than one year against physical defects. Title, together with all necessary franchises, easements, rights-of-way, and/or permits pertaining to the extension, shall be conveyed to the District. Upon completion, the District agrees to assume obligations and liabilities for maintenance and operation. The customer or developer shall furnish evidence of the cost of the extension, excluding actual trenching, within six months of completion of construction. The District shall record that cost, plus trenching cost allowance, as a sharable "Contribution in Aid of Construction" for the contracted service location of the property to be served. If evidence of cost is not provided within the six months, the line shall not be subject to sharing.

The shareholder shall be entitled to sharing only while the balance of the Contribution in Aid of Construction exceeds \$500, and within the time limits established by District Requirements. Future customers or developers using the line will be required to pay certain costs of sharing, as stipulated below:

8/17/98

1. Any Contribution in Aid of Construction paid by the customer(s) or developer for a line extension, and which in total exceeds \$500, shall be distributed over the number of feet for water line installed, and shall become the basis for future sharing of costs by additional customers or developers using the line.
2. Sharing of construction costs shall continue for seven (7) years from the time service is available from the line or until the first time after such share shall become less than Five Hundred Dollars (\$500), whichever comes first.

When a sharing has been mailed to a shareholder and been returned to the District due to lack of proper mailing address, the District shall make all reasonable efforts to locate the shareholder. However, in the event a shareholder may not be located, after one year's time has elapsed, the share shall become the property of the District.

3. All costs are estimates and will be subject to an accounting of the actual construction costs. If the actual cost exceeds the estimate by more than \$50, the customer or developer will be invoiced for that amount in excess of the estimate, or if the estimate exceeds the actual cost by more than \$50, a refund of that excess will be made to the customer or developer.

#### **SECTION 27: METERING**

- A. Any installation for multiple living units or multiple business units at one location where the units have separate water facilities must have an individual meter for each unit. A single meter will be allowed for the following installations: health care facilities, hotels or motels, storage warehouses, trailer park or recreational vehicle park temporary occupancy spaces, low income rental housing under company management, apartment or condominium complexes (four or more units), and mobile home courts installed prior to 1988.
- B. The owner or a designated manager shall make application and be responsible for payment of all billings for water service to all units when a master meter has been installed.
- C. If apartment complexes and/or mobile home/travel trailer parks convert to individual private ownership in the future, individual metering may be required.

8/17/98

**SECTION 28: OWNERSHIP OF WATER FACILITIES**

The ownership of all main extensions, service pipes, meters, and appurtenant equipment maintained by the District shall be vested in the District; and in no case shall the owner of any premises have the right to claim or reclaim any part thereof unless herein otherwise provided. Ownership by the District of line extensions built by customer or contractor shall begin upon provision of water by the District for potable use.

**SECTION 29: VALIDITY**

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

**SECTION 30: DISCRETIONARY CLAUSE**

The General Manager is authorized to interpret and direct the application of any and all sections of this policy.

**SECTION 31: EFFECTIVE DATE**

All applicable portions of these Requirements shall become effective with their adoption by the General Manager.

8/17/98