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POLICIES & PROCEDURES

GENERAL

A summary of current customer service policies, water rates, fee schedules, and water utility resource management procedures, will be posted on the Sandy Point Improvement Company website for reference by the utility and water customers. Policy updates are posted on the website at the time they are enacted by the Board of Directors. Customers are encouraged to contact the utility office with questions that are not addressed under policies published on the website. Within the policies/procedures Sandy Point Improvement Co. is referred to as the "utility" or "water utility".

FEE SCHEDULE AND COMPUTATIONS

Fees will be set, reviewed, and adjusted by the Board of Directors and published in a Fee Schedule on the website.

The timely collection of fees and charges are a necessary component to providing reasonable and equitable rates to all our customers. The utility strives to avoid the utilization of collection agencies and liens. These remedies are used as a last result.

POLICY WAIVERS

Waivers, if granted, must be obtained in writing from the office on a case by case basis. No delay or failure by the SP Water Utility or its representatives to enforce any policy, partially or in its entirety, constitutes a waiver or change of policy.

WATER SHARES

GENERAL

Applications for water shares are accepted on a "first come first serve" basis to be determined by the date stamped when the application was received in the Sandy Point Improvement Company office. Submittal of an application for a water share does not guarantee SP Water Utility approval for the issuance of a water share or provision of water service. Any approval for water shares and/or water service are made by the Sandy Point Improvement Company Board of Directors and may be conditional upon such provisions as the Board of Directors determines necessary to protect the interests of other SP Water Utility customers along with Sandy Point Improvement Company as a whole and to allow for the orderly operation, expansion, and extension of the water system. Additional application evaluation considerations include but are not limited to;

- If the property is within the SP Water Utility's Service Area boundaries.
- If the SP Water Utility can provide service in a timely and reasonable manner.
- If the SP Water Utility has sufficient water rights to provide service

- If the SP Water Utility has sufficient capacity to serve water in a safe and reliable manner
- If the service request is consistent with adopted local plans and development regulations
- Whether the property is occupied
 - The quality and quantity of natural potable water the property is capable of producing
- Adequacy of existing facilities to provide service
- Impairment to existing customer water service or system operation by the proposed new connection
- If the applicant is able to meet the applicable conditions of the WANF upon initial internal review of the Water Share Application (see Water Availability Form section)

DEVIATIONS FROM SHARE POLICY

Upon request by an applicant, the board of directors may deviate from its policies and modify terms of share and service provision in cases where doing so provides a significant overriding benefit to the corporate interest of the SP Water Utility, its customers, and Sandy Point Improvement Company as a whole, under the following conditions. The Sandy Point Improvement Company Board of Directors shall review and consider requests on a case by case basis, and the request may only be approved by a unanimous vote of the board upon a finding that the approval will provide a significant overriding benefit to the interest of the SP Water utility, its customers, and Sandy Point Improvement Company as a whole. (Example: Agreement to provide for a community park in exchange for valuable consideration from the SP Water Utility.)

APPLICATION FOR WATER SHARE

To become a customer of the water utility, or to conduct water share related transactions; all Sandy Point Improvement Co. accounts must be paid up-to-date, the customer must be in good standing with Sandy Point Improvement Co. and the appropriate application form must be completed:

- New Share Application for Water
- Share Transfer Application for Water
- Share-Lot Relocation Application for Water

All applications require Board approval. Contact the office to obtain current application requirements

One share and water service is allowed per lot

PURCHASE OF WATER SHARE

- A. Share purchases shall be paid in full at time of purchase.
- B. Shares must be purchased before a service will be installed. For share pricing please refer to the current-year's Fee Schedule.

WATER AVAILABILITY FORM

The issuance of a Water Availability Notification Form (WANF), by the SP Water Utility, for Whatcom County Planning Department and Whatcom County Health Department purposes. Requirements that must be met prior to issuance of a WANF include but are not limited to;

- Applicant's construction plans must be approved by Sandy Point Improvement Company prior to issuance of a WANF
- Applicant must have a water share for the property
- WANF fee's must be paid in full (see the fee schedule)
- A WANF is tied to the property it is initially issued for, but may be moved to another parcel if;
 - Both parcels are owned by the <u>same</u> property owner(s), and
 - All other policy requirements are met, and
 - The WANF relocation fee has been paid in full (see fee schedule), and
 - A proper application/request has been received and approved by the SP Water Utility in writing
- All of the Applicants Sandy Point Improvement Company accounts must be in good standing
- Water Availability Notification Forms expire 1 year from issuance date as noted on the form
 - Extensions may be granted at the option of the SP Water Utility if;
 - All of the applicant's accounts are in good standing, and
 - The building permit is in active process with the county, based on the county's records and the county Clerk's interpretation of the application's status as of the expiry date, and
 - The corresponding WANF renewal fee has been paid in full (see fee schedule), and
 - A proper application has been received and approved by the SP Water Utility in writing

NEW WATER SERVICES

- A. Application shall be made and the service meter installation and share cost shall be fully paid before the service is installed. Additional service costs will apply if there is no existing service line to the property.
- B. The service meter (and premises isolation assembly) will be installed next to the property line on the road utility easement, and at a location acceptable to the utility.

WATER SHARE TRANSFER FEE

A share transfer fee will be charged for the transfer of a share resulting from the sale or transfer of property (change of legal ownership) covered by the share. The amount of this fee is listed in the current Fee Schedule.

WATER SHARE TRANSFER FEE WAIVER

When a sale or transfer of property ownership is the result of the death of an owner of record, the ownership transfer fee may be waived for the surviving spouse or beneficiary.

WATER SHARE-LOT RELOCATION

Share owners may move an existing residential water share and water service from one lot to another lot owned by the shareholder within the utility's service area upon proper application to, and approval by, the water utility.

"Grandfathered" recreational shares and lot service may not be moved from one lot to another.

LOT CONSOLIDATION

One share and water service is allowed per lot. Upon consolidation of adjacent lots where both consolidated lots have an existing water share, a customer may elect to;

- Relinquish one of the shares and related water services at the time of consolidation, or
- Transfer one of the shares and related water service to another lot owned by the shareholder at the time of lot consolidation

All share relocations require written application and approval by the utility.

DIVISION OF SERVICED PROPERTY

If a customer subdivides his or her property, the customer must elect and designate which parcel the share and related water service connection follows. The owner(s) of the other parcels created by the subdivision must each apply for service in accordance with the utilities policies. The existence of a service line to a parcel shall not entitle the applicant to any priority or advantage over other applicants for a new water service.

WATER SHARE RELINQUISHMENT

In the event a share owner; secures water service from an alternative source (e.g. another utility, well, rain catchment system, etc.), elects to discontinue service from the SP Water Utility, and wishes to avoid minimum charges associated with water service, the property owner may elect to relinquish their share with proper application and approval by the utility.

If the utility becomes aware of an additional Whatcom County approved potable water supply to a lot; a notification of share relinquishment will be issued to property owner by Certified Mail with Return Receipt. The property owner has 30 days to make a written notification to the office if they wish to retain their inactive share and water service for future use. If no response is received by the office within 30 days of written notification, a final notification of share relinquishment will be issued to property owner by Certified Mail with Return Receipt. If no response is received within 30 days, the share and related water service is relinquished back to the utility.

The utility advises that future shares and water service may not be available at the time of future application for water service, property owners should take this into consideration when making the decision to relinquish a share.

RECREATIONAL WATER SHARES

Recreational water shares are no longer available.

- A. Pre-existing recreational shares are currently in a "grandfathered" status. These shares will continue to run with the parcel they are attached to.
- B. Recreational shares may not be transferred to another lot

WATER SERVICE TO LOTS PREVIOUSLY SERVED BY WELLS

New water service applications for lots previously served by a private well may be prioritized and processed differently than other applications received by the utility provided that; the well is decommissioned, and the water rights associated with the well are transferred to the utility.

WATER Base Fees

GENERAL

Lots within the utility service area; that do not have residential or commercial water service, are adjacent to utility mains, and have no approved alternative potable water sources, pay a water base fee. Water base fees help the utility plan for and maintain infrastructure necessary to provide services such as; water supply for fire protection, and future water services/shares when they come available.

The utility advises that future shares and water service may not be available at the time of future application. The utility continues to work towards making shares available. Lot's currently paying water base fees are included in the utilities current planning efforts to obtain additional shares/services.

RELINQUISHMENT

Lots within the utility service area and adjacent to utility mains with a Whatcom County approved alternative potable water supply may elect to discontinue payment of water base fees, with proper written application, and approval by the utility. All Sandy Point Improvement Co. accounts must be paid up-to-date and the customer must be in good standing with Sandy Point Improvement Co. at the time of the request to discontinue water base fees.

If, in the future, utility service is required all past water base fees must be caught up and paid at the time of application for future water service from the utility. Contact the office for more information.

BILLING

BILLING SCHEDULE

Water bills are submitted bimonthly (every other month).

BILLING RATES

Basic water rates—including but not limited to; consumption rates, fire protection fees, and water base charges—are billed according to the current Fee Schedule available at the Water Utility office and on the utility web site.

MULTI-FAMILY PROPERTIES

A multi-family property is any lot with more than one living unit (residential dwelling unit) contained within one building, several buildings, or a building complex.

A Base Rate is charged for each residential dwelling unit associated with a meter serving a multifamily property, including but not limited to ADU's (Accessory Dwelling Unit's) as defined by Whatcom County.

PARTIAL BILLINGS

Partial bills for new customers and closing bills shall be prorated based on the billable percentage of the billing period.

SERVICE BILLING RESPONSIBILITY

The share owner is always responsible for the account balance. Bills may be sent to renters of the property, or property management companies, as appropriate. It is the property owner's responsibility to keep billing information current with the utility office.

BILLING DUE DATES

Bills are due upon receipt, and become past due as stated on the bill.

LATE FEE AND PAST DUE NOTICE

- A. If an account is not settled or if payment arrangements are not made within 10 days of the due date, the current late fee will be added to the account and a past due notice for the entire balance including the late charge and showing the disconnect date (approximately 10 days from the past due date) will be mailed.
- B. If a renter is responsible for the billing, a duplicate notice will be sent to owners of the rental.
- C. Payment of any type is not permitted to be received by staff outside of the office.

DISCONNECT WATER SERVICE

If the bill is not paid in full prior to the disconnect date, then the Disconnect Water Service notice will be taken to the door of the service address and/or the owner will be contacted, and the meter will be shut off.

WATER SERVICE RECONNECT

Accounts disconnected for non-payment will be charged per the current Fee Schedule for resumption of service.

No service restoration will occur outside of normal office hours.

SPECIAL METER READINGS AND CREDITS FOR LEAK ADJUSTMENTS

WATER ADJUSTMENT POLICY

A leak adjustment is a financial adjustment to water usage charges on a customer's bill caused by a leak on the customer's side of the meter or an emergency loss of water (for example, a broken pipe due to freezing weather). Leak adjustments will cover no more than two (2) consecutive months.

A leak adjustment may be granted when all of the following conditions are present:

Customer notifies Sandy Point in writing of an excessive water bill that is related to a leak.

- The request was received by the payment due date for the billing period in which the leak occurred.
- Plumber's receipt or other credible proof confirms the leak has been repaired. Other proof may include the next bill or a period of meter reads that indicate the leak has ceased.

However, no adjustments will be granted where any of the following situations exist:

- Usage above the customer's average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools, hot tubs or whirlpools, washing vehicles etc.
- Water loss was caused by an individual's actions, including the property owner. Examples
 include, but are not limited to, theft, vandalism, negligence, incompetence, and excavation or
 construction related damage.
- When leak continues for more than two consecutive months, there will be no adjustment for the third or subsequent months.
- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a Sandy Point employee and that action results in loss of water.
- Water customer or resident has not responded to leak notifications. Please note that we will
 attempt to notify the occupant that there is a suspected leak through the use of a door hanger
 or similar methods. If we have owner contact information (for instance, email or cell phone
 number) on file we will also attempt to contact them to notify of a suspected leak. In no case
 will Sandy Pont Improvement Company be held liable for notifications that are ignored.

Calculation of amount that can be adjusted:

- All water through meter will be billed at the second tier.
- Customers are eligible for one credit per four-year period. The credit amount will be calculated
 and issued to the account at the boards discretion if the leak is fixed in a timely manner, if repair
 receipts are provided, and additional requirements of the published water leak adjustment
 policy have been met.

METER READINGS AND LEAK RESPONSE

- A. There will be no charge for re-reading the meter due to customer request during normal business hours (high billings, leak detection, etc.).
- B. There will be no charge for checking for a leak at the request of a customer. Such leak checks will take place during normal office hours.
- C. There will be no charge for customer emergency callouts (requests for temporary shutoff due to broken pipes, etc.) if the emergency is on the utility side of the meter. Refer to the utility's published water rates for the applicable service charges incurred for service calls related to leaks on the customer's side of the meter.

INSTALLATIONS, MAINTENANCE, AND REPAIRS

GENERAL

The water utility will give its customers reasonable notice for planned water service interruptions, but unplanned service interruptions may occur at any time due to circumstances out of our control. Water service may be shut off at any time from the mains without notice for unexpected, for repairs, extensions or other necessary purposes, and the utility will not be responsible for damage or the safety of any plumbing on the premises of any water customer due to interruption in water service. Customers are advised to consult with licensed plumbers on all plumbing installations and repairs.

BOILERS & RESIDENTIAL WATER HEATERS

The water utility will give customers reasonable notice for planned water service interruptions, but unplanned service interruptions may occur at any time due to circumstances out of our control. Water service may be shut off at any time from the mains without notice, for unexpected repairs, extensions or other necessary purposes, and property owners with water heaters, boilers, etc., supplied by direct pressure from the mains are cautioned against dangers including explosion and collapse. The utility will not be responsible for damage or the safety of any plumbing on the premises of any water customer due to interruption in water service. Customers are advised to consult with licensed plumbers on all plumbing installations and repairs.

METER SHUT OFF POLICIES AND RELATED FEES

Meters, shut off valves, materials, (and backflow preventers if required) remain the property Sandy Point Improvement Company and are for the sole and exclusive use by the water utility. Unauthorized operation of a utility meter shut off valve is considered tampering, refer to published water rates for applicable tampering fines. Customers are advised to have a licensed plumber install a private shut off valve not less than 2' downstream of the customers meter box for the customer's use. Service disconnects and reconnects may be requested at the Sandy Point Improvement Company office during normal business hours and will be satisfied within 2 business days of their receipt, refer to published water rates for applicable service charges. Emergency service disconnects can be requested 24 hours a day, 7 days a week via the emergency service line, refer to published water rates for applicable service charges.

NEW SERVICE CONNECTIONS & REPAIRS

The property owner is responsible for all plumbing connected to the downstream side of the meter (or approved premises isolation backflow assembly if required). Both new and replacement connections to the meter must be completed in accordance with the utilities specifications before service will be (re-)activated. Contact the office to obtain the current list of requirements for connection to a utility meter.

METER AND PREMISES ISOLATION REPLACEMENTS

A. There is no charge for replacement of meters that have stopped functioning from normal use and cause.

- B. Replacement of premises isolation assemblies that have stopped functioning from normal use and cause will be billed to the customer on the following water bill
- C. Meters and/or premises isolation assemblies damaged by the customer, contractor, delivery vehicles, etc., will be repaired or replaced by the water utility and the customer will be billed for all time, materials, and overhead related to the repair.

METER BOXES AND ANGLE STOPS AND WATER UTILITY PROPERTY

- A. There is no charge for replacement of meter boxes, setters, and angle stops that have stopped functioning from normal use and cause.
- B. Meter boxes, angle stops, etc., damaged by the customer, contractor, delivery vehicle, etc., will be repaired or replaced by the Water Utility and the customer will be billed for all time, materials, and overhead related to the repair.
- C. No trees, bushes, shrubs, fences, structures or other obstructions shall be located within two feet of the meter box in order to keep the meter accessible to the water utility. The property owner, and/or customer shall exercise proper care to protect the meter, meter box and other water utility property serving his/her premises from damage or from any other cause, and in the event of loss or damage thereto arising from neglect or other cause, shall pay the water theft fines, the estimated cost of any water received illegally, the costs involved in making an inspection and the costs of repairing or replacing the damaged items before further service will be provided to the property.

CUSTOMER SERVICE LINES

All repairs and/or replacements of service lines, etc., from meters or premises isolation devices to building structures, are the responsibility of the customer.

UTILITY FACILITY UPGRADES

A customer shall be responsible for all costs for facility upgrades that SP Water Utility determines are necessary to protect SP Water Utility facilities from the customers current or potential activities.

(Example A; a standard meter box is replaced with a traffic rated meter box in or next to a drive way (or RV parking area) enlarged or installed by a customer.)

(Example B; Bollards are installed to protect a fire hydrant adjacent to a driveway or parking area)

All related costs will be discussed with the customer prior to any work and included on the customers Sandy Point Improvement Company bi-monthly billing statement.

WATER UTILITY SERVICE EXTENSION POLICY

APPLICANT & DEVELOPERS EXTENSIONS

The developer is wholly responsible for costs incurred for extension of water service to an unserviced lot and/or subdivision. For service requiring water main and/or branch line extensions, single lot and subdivision developers bear the entire cost of SP Water Utility extensions and relinquish ownership of mains and/or branch lines to the SP Water Utility upon completion and final approval by the SP Water Utility. The developer will be responsible for obtaining all easements prior to construction. In addition, the developer shall indemnify the SP Water Utility from any loss or damage for a period of one year after the utilities acceptance of the facilities.

A licensed, SP Water Utility approved, contractor is required to perform all proposed SP Water Utility extension work. Contractors shall construct all water facilities according to the SP Water Utilities specifications, in conformance with applicable code, and as approved by the SP Water Utilities engineer.

The above section also applies to pre-existing water main and branch lines that require up-sizing, upgrades, or replacements in order to satisfy an applicant or developers request for water service.

SERVICE LINE EXTENSIONS

Service lines connect service meters to water mains. Service lines will be laid by the SP Water Utility from the water main to the property line at the expense of the applicant for service. Before a new service will be installed by the SP Water Utility, the applicant shall pay any connection fees and have all accounts in good standing. The water share fee does not include the cost of service connection installation, i.e., connecting to the main water line, installing the service line, meter box, setter, fittings, pavement repair, or other restoration work, all of which is to be borne by the customer requesting the service.

If there is a pre-existing service line to a previously un-serviced lot, the SP Water Utility will first make a determination of the service lines suitability in relation to current design standards prior to providing service. If the pre-existing service line is sub-standard; the SP Water Utility will decommission the pre-existing service line at the utilities expense, and a new service line and service assembly will be installed by the SP Water Utility from the water main to the property line at the expense of the applicant for service or developer.

CROSS CONNECTION CONTROL

GENERAL

- A. Sandy Point Improvement Company, has adopted a CCCP (Cross Connection Control Program) to meet its responsibility to protect the public water system from contamination due to cross-connections. A cross-connection is defined as "any actual or potential physical connection between a potable water line and any pipe, vessel, body of water, or machine that contains or has a probability of containing a non-potable gas or liquid such that it is possible for a non-potable gas or liquid to enter the potable water system by backflow or back-siphonage." The objectives of the CCCP are to:
 - a. Reasonably reduce the risk of contamination of the public water distribution system; and
 - b. Reasonably reduce Sandy Point Improvement Co.'s exposure to legal liability arising from the contamination of the public water distribution system originating from a customer's premise's plumbing system; and
 - c. Reasonably reduce the onerous application of the law on Sandy Point Improvement Co. customers by working to mitigate the need for isolation through education and the elimination of potential or existing cross-connection hazards and reducing practices that create hazards.
- B. The Water Utility will recover costs associated with its CCCP via charges to the customer's water bill for activities and installations related to the individual customer connection. Each customer directly bears the costs associated with mitigating the potential risks associated with the customers connection.

- C. The Water Utility will distribute cross connection control related information brochures to all customers every two to three years, and to every new customer.
- D. The Water Utility does not allow tanker trucks to obtain water
- E. All water obtained from the water utility must be pre-approved and under the direct supervision of a utility employee
- F. The utility does not allow temporary connections to the distribution system unless the connection is required for the utility owned facility repair or installation. Sandy Point Improvement Co. will not supply water through temporary connections, such as those used for construction projects or main disinfection, except through a backflow preventer arrangement approved by Sandy Point Improvement Co. The applicant for the temporary connection shall document that the backflow preventer is a DOH-approved model and has passed an inspection and/or test within the past 12 months and/or upon relocation, whichever is more recent.

BACKFLOW PREVENTION ASSEMBLY INSTALLATION, TESTING, AND MAINTENENACE

- A. The Water Utility will notify in writing all residential customers who own backflow preventers to have their backflow preventer(s) inspected and/or tested if the utility relies on the assembly for risk mitigation. Notices will be sent out not less than 30 days before the due date of the inspection and/ or test. The notice will also specify the date (up to 30 days after the notice of the inspection and/or required test date is mailed) by which the inspection/test report must be received by Sandy Point Improvement Company.
 - If the residential customer fails to submit an inspection report to the utility office by the notice date, the utility will install a utility owned back-flow assembly at the meter for premises isolation.
- B. The Water Utility will be responsible for inspection, testing, maintenance, and replacement of all Sandy Point Improvement Company owned backflow preventers. The customer whose premises is being isolated by Sandy Point Improvement Co.'s backflow preventer will pay the Water Utility for all costs including those associated with inspection, testing, maintenance, and replacement of the customers Sandy Point Improvement Co.- owned backflow preventer.
- C. The Water Utility will maintain an annually updated list of pre-approved BAT's (Backflow Assembly Tester's) at the office.
- D. BAT Pre- Approval Qualifications
 - a. BATs who wish to be included on Sandy Point Improvement Company's pre-approved list and/or provide testing in Sandy Point Improvement Company's service area must apply to Sandy Point Improvement Company and furnish the following information:
 - b. Evidence of current DOH certification in good standing;
 - c. Make and model of testing equipment (BAT listing only);
 - d. Evidence of test equipment verification of accuracy and/ or calibration within the past 12 months (BAT listing only);
 - e. Evidence showing possession of a license to operate a business in Washington State along with a valid bond and insurance.

BACKFLOW PREVENTION ASSEMBLY TESTING ON IRRIGATION AND FIRE SUPPRESSION SYSTEMS

- A. The Water Utility will not accept ownership of backflow prevention assemblies installed on private property at point of hazards such as on irrigation systems, fire suppression systems, etc.
- B. Each private backflow prevention assembly must be tested annually at the direction of the water utility. The property owner or designee shall be responsible for having this test performed by a Sandy Point Improvement Co. pre-approved Backflow Assembly Tester, licensed in the State of Washington, and for submitting the test report to the water utility annually. The water utility will not be responsible for any costs associated with this test. It is the responsibility of the customer to manage annual testing and document submittal to the water utility for privately owned backflow prevention assemblies.
- C. Failure of the customer to provide requested test reports annually and by the due date noted in a reminder letter will result in installation of a backflow assembly at the meter for premise isolation and all related costs will be billed to the customer on the next water bill.

HOSE BIBS

The utility advises that all inside and outside hose bibs including frost free hydrants except those for washing machines should be outfitted with vacuum breakers.

Warning, vacuum breakers may prevent the hose bib from draining. This could allow the hose bib to freeze. Please read the manufactures recommendation for winterizing.

COMPLAINT INVESTIGATION

WATER QUALITY

The Water Utility will not charge to investigate complaints of sand, odor, color, clarity, etc. Water quality samples will only be taken at the meter (except for those that are normally collected at the consumers tap) and at the discretion of the water utility. The customer is advised to consult with a licensed plumber on all plumbing and water quality matters downstream of the utility service connection.

WATER QUANTITY

The Water Utility will not charge to investigate complaints of pressure, flow, air, etc. Tests will only be performed at the meter and at the discretion of the water utility. The customer is advised to consult with a licensed plumber on all plumbing and water quantity matters downstream of the utility service connection.

DOCUMENTATION OF CUSTOMER COMPLAINTS

Customer complaints are to be logged in writing. Information shall include the customer name, date, and nature of the complaint, for example, sand, sediment, odor, etc.

FIRE FLOW

RESIDENTIAL FIRE FLOW

It is the water utility's goal to improve fire flow throughout its distribution system and will consider fire flow improvements during planning for capital improvement projects

CUSTOMER REQUESTS FOR FIRE FLOW TESTS

Any active water utility customer may request a fire flow test to meet the requirements of the Whatcom County Planning Department for building applications. If the request is approved by the utility, the benefiting customer bears the direct and indirect fire flow associated costs including but not limited to; basic flow testing fee (see the fee schedule), customer notices, water main flushing required to mitigate water quality complaints, cost of water used to perform flow testing, landscape restoration, etc. A deposit equivalent to the projected cost of flow testing will be collected from the customer prior to completing the flow test. The customer must pay any additional cost incurred during the flow test prior to receiving a completed flow test report from the utility. The cost for water used in satisfying a flow test request will be billed by the cubic foot according to the current Fee Schedule available at the office and on the utility website.

Requests for other fire flow test are reviewed and satisfied on a case by case basis.

FIRE HYDRANTS

To ensure our customers are provided with safe, clean and reliable drinking water, the utility utilizes high-quality monitoring and efficient delivery systems. Those systems are compromised when unauthorized water is taken from fire hydrants. Unauthorized and unregulated connections can not only increase the risk of contaminating our water supply, but also lower pressure needed for fire protection, and interfere with daily operations and water system monitoring. Individuals will incur fees equal to the published fee for water theft in the current Utility Fee Schedule, per occurrence, for unauthorized use or theft of water from fire hydrants.

WATER THEFT

GENERAL

Tampering with or damaging a water meter, the meter seal, the lock/locking device, curb stop or valves, meter setter, meter box or meter vault, or any other water utility owned property or facility is prohibited. It is prohibited for anyone to interfere with or prevent the proper registration of a meter, remove a meter or meter register or install any pipe or other device which will cause water to be received without being properly registered by the meter.

Each occurrence of water theft will incur the published fee for water theft in the current Utility Fee Schedule.

TRANS LOT CONVEYENCE

Each active service may only supply water to the Whatcom County lot of record it is assigned to within the records of the water utility. The customer may not allow any other person, firm, or corporation to receive water supplied by the water utility for use beyond the lot's boundaries without prior written approval from the water utility office. "Trans lot conveyance" of water

including but not limited to piping, pumping, spraying, irrigating, wheeling, transporting, and/or other forms of water delivery across lot boundaries is expressly prohibited. All individuals involved in "trans lot conveyance" of water will incur fees equal to the published fee for water theft in the current Utility Fee Schedule, per occurrence.

EMERGENCY WAIVER

Property owners may request an emergency waiver for "Trans lot conveyance" of water, for not more than 3 days per waiver, from the water utility office. If approved each waiver must be granted in writing by the office. All emergency waivers must include; date executed, reason for waiver, duration of waiver, effected property addresses (supply lot and recipient lot), and the name and signatures of; authorized utility staff, supply property owner, and recipient property owner. The fee for each waiver granted by the office is equal to the fee for disconnect charges in the current Utility Fee Schedule and will be added to the recipient lot's water bill.

WATER WASTE

WATER WASTE PROHIBITED

Water shall be used only for beneficial purposes and shall not be wasted.

WATER WASTE DEFINED

Prohibited water waste includes, but is not limited to:

- A. Applying more water than is reasonably necessary to establish and maintain healthy landscaping. Routine watering of turf shall be limited to three days per week, except for watering for up to 21 days to establish new turf from sod or seed.
- B. Watering with spray irrigation between the hours of 10.00 a.m. and 6.00 p.m. during the period from May 1 to September 1, except for the following uses:
 - a. Watering for up to 21 days to establish turf from seed or sod.
 - b. Watering new plant material such as flowers, trees and shrubs on the day of planting.
 - c. Operating an irrigation system for installation, repair or reasonable maintenance, provided that the system is attended throughout the period of operation.
- C. Watering landscaped areas during rain or high wind.
- D. Applying water to an impervious surface, such as a street, parking lot, alley, sidewalk or driveway.
- E. Using water instead of a broom or mop to clean outdoor impervious surfaces such as sidewalks, driveways and patios, except when cleaning with water is necessary for public health or safety reasons or when other cleaning methods are impractical. (pressure washers use relatively low quantities of water, and there use is not prohibited)
- F. Allowing water to pool or flow across the ground or into any drainage way, gutters, streets, alleys or storm drains.
- G. Failing to repair, for a period of more than 5 business days after notice, leaks including but not limited to; leaking or damaged irrigation components, service lines, and plumbing fixtures.
- H. Washing vehicles with a hose that lacks an automatic shut-off valve.
- Decorative water features or similar water operating devices using potable or recycled water shall recirculate water within the device. Each device connected to the Water System must have an approved back-flow prevention assembly as required by the utility's standards.

J. These prohibitions on water waste are not related to drought response, insufficient water supply or system emergency and therefore do not constitute water use restrictions.

WATER WASTE FEES

The owner or occupant of the property is responsible for complying with the utility's policies and are subject to the fees and remedies in force at the time of the violation. Penalties may include;

- A. In the event of a first occurrence, the owner or occupant will be advised and informed that a monetary charge will be added to the water bill for subsequent violations.
- B. In the event of a second (and for every subsequent) occurrence at the same property, the owner or occupant will be advised in writing, and a water waste charge (see the water utility fee schedule) will be added to the water bill.