

LEDGEWOOD BEACH WATER DISTRICT
SERVICE POLICIES
Resolution No. 104
Revision Approved June 11, 2024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEDGEWOOD BEACH WATER DISTRICT ESTABLISHING WATER SERVICE APPLICATION, BILLING PAYMENT, COLLECTION AND CROSS CONNECTION PROCEDURES AND POLICIES.

THESE POLICIES APPLY TO ALL CUSTOMERS WITHIN THE DISTRICT'S SERVICE AREA.

A. DEFINITIONS

"Board of Commissioners" or "Board" means the Board of Commissioners of the Ledgewood Beach Water District.

"Customer" means the current owner of the parcel of land as defined by the Island County Auditor's parcel number and as recorded with the District's Manager.

"Customer account" means the account maintained by the District for each Customer to which water service is provided by the District.

"Delinquency penalty" means the penalty established by the District by resolution under the authority granted in RCW 57.08.081.

"Delinquent sum" means any portion of a Customer's account that remains due and unpaid at the end of a payment period.

"District" means the Ledgewood Beach Water District. "Manager" means the duly appointed manager of the District as either an employee or independent contractor to perform the functions of the manager.

"Payment period" means a period of time equal to thirty (30) calendar days from and after the District mails bills to the Customer reflecting the sums due on the Customer's account for water service provided.

"RCW" means Revised Code of Washington. The District has no by-laws. The rules the Commissioners are governed to follow are written in the RCW.

"Shut off" means the discontinuation of service referred to in RCW 57.08.081.

"Water service" or service means the supply of potable water from the District's system to its Customer.

"Water service connection" or "water connection" means the physical installation of the tap, fittings, pipe and other necessary appurtenances required to deliver water from the water main up to and including the meter box, meter setter and/ or meter.

B. GENERAL

Service is provided by agreement between the Ledgewood Beach Water District, a government body formed under Island County, hereinafter referred to as the District, and each owner of a single parcel of land as defined by the Island County Auditor's parcel number, herein after referred to as the Customer.

The form of agreement consists of the "*Application for Water Service*" to be signed by each initial Customer or "*Reapplication for Water Service*" to be signed by each new Customer for a change of ownership of the parcel of property served. A copy of the terms of the agreements, as represented by the application form "*Application for Water Service*" is attached hereto. The District shall apply these policies equally to all customers.

The District shall accept an "*Application for Water Service*" on the condition that the Customer will start construction of a dwelling unit within one (1) year. The Customer shall submit with the "*Application for Water Service*" a check or money order for the connection charges established by The District. If the Customer fails to start construction within the prescribed period, the application will be voided and the District will refund the amount of the connection charge to the Customer without interest. No refund will be made for water rate fees and charges. Except, where circumstances were presented to the District Commissioners in writing, an extension to the "*Application for Water Service*" may be granted for a period up to six (6) months.

Until the District has approval from the WA Department of Health to supply a number of equivalent single-family residential units equal to or greater than the number of platted lots within the service area, an "*Application for Water Service*" shall not be accepted for the purpose of the Customer pre-servicing a parcel prior to its sale.

Upon the District's acceptance of an "*Application for Water Service*", the water rate fees and charges outlined in Section D and Section E, by resolution, hereinafter, shall be billed to the Customer who must submit payment upon the acceptance of the application for water service.

All lots within the District's service area without a service connection at the time of formation of the District) are considered single parcels and are entitled to purchase one single-family residential service connection (ERU). Provision of water in a greater amount than one ERU is at the sole discretion of the District.

Water shall not be conveyed by the Customer beyond the lot being served.

No person shall tamper or interfere with the District's water system, nor shall any person, except as authorized by the District, connect to or operate any pipe, valve, meter, hydrant or other part of the water system.

The District reserves the right to require any customer to install as a condition of receiving or maintaining water service a pressure reducing valve, surge tank, air gap or backflow prevention assembly, or similar devices at any location where the District determines a need to protect the District's

water system from physical damage or contamination. The supply of water to any customer is contingent upon:

- 1) The requirement that the Customer take all measures necessary to prevent the contamination of the plumbing system within their premises and the District's water distribution system that may occur from backflow from a cross connection. These measures shall include the prevention of backflow under any backpressure or back siphonage condition, including the disruption of supply from the District's system that may occur by reason of routine system maintenance or during emergency conditions, such as a water main break.
- 2) The Customer installing, operating and maintaining at all times their plumbing system in compliance with the current edition of the Uniform Plumbing Code as it pertains to the prevention of contamination, prevention of water hammer, and protection from thermal expansion due to a closed system that could occur with the present or future installation of backflow preventers on the Customer's service and/ or at plumbing fixtures.

The Customer shall be responsible to indemnify and hold harmless the District and its agents and employees for all contamination of the Customer's plumbing system or the District's water distribution 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 for the District's suspension of water supply, recognizing that an air gap separation on the customer's service pipe would otherwise be provided by the District to supply water to the Customer, and the air gap would necessitate the Customer providing adequate facilities to collect, store and pump water for their premises.

The District shall not be liable for damages nor will allowances be made for loss of production, sales or service in case of water pressure variations, or revisions to pressure within the system, or in case the operations of the District's sources of water supply or means of distribution fails or is curtailed, suspended or interfered with, or for any cause reasonably beyond the District's control. Such pressure variations, failure, curtailment, suspension, interruption or interference shall not be held to constitute a breach of contract on the part of the District, or in any way affect any liability for payment by the customer for rates, fees and charges due.

The District shall supply water service at a pressure equal to or greater than the level required by the Washington Department of Health. Above this pressure, the District may alter the pressure supplied to the Customer as needed for the efficient design and the operation of the water system.

The District shall supply water service at a pressure less than one hundred fifty (150) psi. Should the Customer wish pressure less than that supplied by the District, the Customer shall be responsible for the installation of a pressure-reducing valve on its plumbing system.

The Customer shall not install a booster pump within its plumbing system without the express written permission of the District.

C. INSTALLATION, OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

The District shall install the service pipe, meter, and meter box to a new Customer. The District may delay installation of a service connection until such time as the Customer's construction activities will not present a risk of damage to the District's facilities.

The District ownership of the public water system starts at the sources of supply, includes all the public water treatment, storage, and distribution facilities, and ends at the point of delivery to the Customer's water system, which begins at the downstream end of the service connection located on the public right-of-way or District held easement. The downstream end of the service connection shall be defined by the downstream connection to the meter setter or meter (where a meter setter is not utilized) inside the District's meter box. The Customer shall be responsible for the installation, maintenance, repair and future replacement of the service pipe from the downstream connection to the meter setter to the connection to the Customer's plumbing system consisting of all piping located within the Customer's premises.

D. WATER RATES AND CHARGES

The District's most recent "*Schedule of Water Rates and Charge's*" established by resolution shall apply.

The District shall recognize hardship cases. The customer shall provide the district with a copy of the form they turned into Island County for tax relief to get a reduction off their water bill. The updated form will need to be turned into the district annually before the 1st quarter billing goes out. The reduction of the bill for the hardship shall come off the "Base Rate" charge at 10%.

The quarterly water bill shall reflect the following for each billing period:

- Total water used.
- The "Flat Rate or Meter" charge.
- The "Commodity" charge.
- Miscellaneous fees and charges described hereinafter.
- All delinquency in the Customer's account.
- Applicable tax.

The connection fee for a three-fourth (3/4") inch service pipe not exceeding, sixty (60') feet in length shall include the following: *Per RCW 57.08.005 (10)*

- The pro-rata shares of the cost of the purchase, maintenance and improvement of the existing water system, based on the number of connections currently authorized by the WA Department of Health. Maintenance costs shall include all costs not associated with producing water (e.g., cost of electricity, chemicals).
- The estimated cost of installation of service and meter. The calculation shall incorporate the difference in cost of short services (no crossing of road pavement) and long services (road crossing).

- Applicable tax and administration fees.

E. INSTALLATION, OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

Any water connection with a service larger than three-fourths (3/4") inch or longer than sixty (60) feet shall include all additional costs for its installation. At the time of the Customer's submittal of the "Application for Service" the District shall estimate the additional cost. The Customer's application shall be processed upon the Customer's payment of the estimated additional cost. Upon completion of the service connection, the District shall submit a refund or bill to the Customer for the difference between the estimated cost and the actual cost installation.

The connection fee shall be based on the District's assessment of the Customer's water demand in terms of equivalent single-family residential unit (ERU). One ERU is the amount of water assumed in the water system design for the maximum day demand (MDD). The quantity of water for one ERU shall be the amount established in the District's Water System Plan approved by the Washington Department of Health.

The minimum assessed MDD per customer is one (1) ERU. For multi-family and mixed-use premises, the number of ERUs assessed to a customer shall be rounded upward to the nearest one half (1/2) ERU. An auxiliary residential dwelling with less than eight hundred (800) square feet of floor space (excluding garage) for a single-family customer that contains a kitchen facility (e.g., mother-in-law suite) will be assessed as one half (1/2) ERU. Auxiliary residential dwelling of eight hundred (800) square feet or greater shall be assessed as one (1) ERU.

The District shall reassess a Customer's water demand for a change of property use or expansion of premises. The Customer with a change in occupancy or application for building permit shall pay in addition to the connection fee, a hook-up expansion fee assessed for expansion of service. The District shall not refund for reduction in service.

Prospective customers shall, at the time of application for service, specify the type and scale of use proposed for the service. The prospective customer shall pay the hook-up fee prior (at the rate per resolution) to the signing of the "Water Availability Form". The District's approval of a service connection as signified by the issuance to the County of a "Water Availability Form" shall be contingent upon the connection serving the use specified at the time of application.

During the duration of the service, the District shall have the authority to disapprove changes in use of a service or apply restrictions or conditions to approval of a change of use necessary for proper system operation and protection of the public water system from contamination.

Separate service connections may be requested for residential fire sprinkler systems only. The separate fire service connection shall be equipped with a Customer installed and District approved backflow prevention assembly. The connection fee shall include the actual cost of installation plus the administration overhead charges set forth in Section D and Section E.

The fee for the District to install a backflow prevention assembly on the District's service pipe to isolate the Customer's premises shall include the actual cost of installation plus the administration overhead

charges set forth in Section D and Section E. Once installed, a quarterly maintenance fee shall be assessed to the Customer for the District's annual testing, inspection, maintenance, repair, meter reading and future replacement of the assembly in accordance with WAC 246 -290-490.

E. MISCELLANEOUS FEES, CHARGES AND ASSESSMENTS

All fees, charges and assessments shall be listed in an attached exhibit to this policy. The amounts of the fees, charges and assessments shall be reviewed annually by the Board of Commissioners.

Included in the fee exhibit are the following:

An administration charge shall be assessed to each bill issued with delinquent fees or charges plus. *Per RCW 57. 08. 081 (3)*

In the event the District terminates water service as a result of a delinquent billing, there is a fee for locking off the meter and for un-locking the meter once the delinquent bill is paid in full.

For accounts that are repeatedly delinquent, the District may require a deposit before re-instatement equal to the current quarterly Base Rate to be deposited in the District's Account. When such time the Customer demonstrates a one (1) year history of timely payments, the held deposit, shall be credited to the Customer's water account. The District shall retain any interest on the deposited funds.

An interest rate of ten percent (10%) per annum shall be assessed to any delinquent amount. *Per RCW 57- 08. 081 (3)*

An administration fee shall be charged for any dishonored check received by the District in payment of water bill or other debt owed to the District.

Service calls requested by the Customer for water meter shut-off due to problems on the Customer side of the water meter shall assessed at the current hourly rate.

After-hours is considered to include:

- Before seven-thirty AM (7:30) and after four-thirty PM (4:30). Monday through Friday
- Weekends and holidays.

A title transfer shall be assessed for a change of ownership of property of the Escrow Company requesting billing information. This fee shall be reported to the Escrow Company and payable to Ledgewood Beach Water District upon the Escrow closing date. This fee makes sure the Escrow Company notifies Ledgewood Beach Water District of the new ownership changes. It also covers the cost of the Administrator to research and correspond with the title companies, update the title requests, and post all the changes per the new owner of the parcel.

Water used for construction shall be assessed at a commodity charge a rate different from the rate charges to Customers (See attached exhibit).

The Customer may request a check of the calibration of their meter. If the meter is found to be within the accuracy limits established by American Water Works Association standards (e.g. for displacement type meters at one-fourth (1/4) gallon per minute: ninety-five (95) to one hundred one percent (101%) of volume, a fee will be assessed to the Customer. For the same meter, any subsequent request for a check of meter calibration within a one-year (1) period will be required. This deposit will be refunded if the meter is found to be outside of the previously noted accuracy range.

If the meter is found to be outside of the accuracy limits, an estimate will be made of any overcharge to the Customer, and a credit for the previous two -month period will be applied to the next water billing. No assessment will be made to the Customer for under recording of water usage.

The Customer may request a special meter reading and billing statement for a change in property ownership. A) fee shall be charged for each request.

If a meter is unreadable due to any action by the Customer, such as but not limited to parking a vehicle over the meter box or encroachment of the Customer's landscaping, The District shall estimate the amount of the Customer's water usage for the billing period based on five thousand (5,000) Cubic Feet per quarter. The Customer will be billed for the 5,000 Cubic Feet plus a ten percent (10%) contingency. Upon reading of the meter again, the subsequent billing will be adjusted to reflect the actual usage when the meter is un-blocked from reading. An administration charge shall be charged for each billing period when the meter is deemed un-readable should the customer request the actual reading to be done.

The administration overhead charge shall be ten percent (10%) and shall be added to the cost of work done "at cost" on behalf of the Customer or others (e. g., other utility), including but not limited to the relocation of services or meter boxes and extension of water mains.

For the cost of work billed to the Customer with an estimated value over two hundred dollars (\$200.00), the District may determine the applicable administration overhead charge as part of the agreement to perform the work.

Residential Rentals - All water billing shall be billable to the Homeowner only. If the Homeowner requests the billing to be sent to the rental residence where water is supplied, the owner shall send a copy of the water bill to the tenant in a timely manner so the tenant can make payment by the due date of the bill. *The Homeowner is responsible/or the water bill if payment is not made by the due date.* Delinquent notice will be in the way of a door hanger and will be delivered to the residential home and all delinquent charges will be administered as stated below (F).

F. BILLING PERIOD, DELINQUENCY AND TERMINATION OF SERVICE

The District shall bill Customers for water service on a quarterly basis, with the first quarter ending in March of each year. The bill shall cover a reading period of approximately three months preceding the end of the quarter, except for an initial or final bill to any Customer. Each bill shall state the due date.

Payment of water bills and other debts owed to the District shall be made to the District's business address only. Delivery of payment shall be made by mail or by courier service unless specified by the Accountant/Administrator for payment drop-off.

All water billing shall be delinquent if not paid within thirty (30) days from the date of billing. In the event that a water billing shall become delinquent, the District shall issue the following notices to the Customer:

- 1) The first notice (pending shutoff) shall be issued by door hanger within forty- five (45) days after a water bill has become delinquent. The first notice shall state that the District will terminate water service on the fifth (5th) working day following the date of delivery of the first notice. The notice will have a fee to cover delivery of the notice and administrative fees.
- 2) A second notice (disconnection of water) shall be issued by door hanger after sixty days (60) after the water bill became delinquent and the second notice shall be the disconnection notice informing the customer of the water service disconnection to the service at where the delinquency occurred. The second notice which states all charges, late fees and penalties, plus any current bill charges owed and the amount will need to be paid before the water is reconnected. A charge will also be added to the second notice for the disconnection and re-connection of the

A water billing shall be considered delinquent if not paid in full when due and owing, including all penalties and interest charges assessed pursuant to Section D and E.

Notwithstanding the aforesaid, the delivery of a shut-off notice utilizing a door hanger placed on the front door of the dwelling occupying the Customer's premises shall constitute additional written notice to the Customer issued on the date of delivery.

The Customer notified of the pending shutoff of service for delinquency in payment of a debt owed to the District may submit a written appeal prior to two (2) working days before the date stated for shutoff of service. The appeal shall be sent by registered mail or by courier service to the District's business address. The appeal shall set forth the reasons the Customer disputing the delinquent billing or state the reasons for requesting additional time to pay the bill. The appeal shall be reviewed by the District's customer service representative and if not solved shall have a ruling issued at the next regularly scheduled meeting of the Board. Should the Board's ruling reaffirm the shutoff, water may be shut off without further notice.

After the first notice of pending shutoff of service, the District may deliver subsequent shut-off notices, or after shutoff of service, a notice that service has been shut off using a door hanger envelope. Such practice of providing these notifications shall not constitute an obligation on the part of the District.

For undue hardship for a Customer, the Board may extend the period for payment of a delinquent water billing and/or other debts owed to the District for a period of up to ninety (90) calendar days. The Customer must put their request for extension in writing. With any extension of time for payment, the Customer's bill shall accrue interest and other charges pursuant to Section D and Section E.

Any correction in the Customer's account due to errors or omission by the District may be made within six (6) months of the issuance of a water bill. The District shall make a refund or assess the Customer for the difference, including refunding any assessed interest or administrative charges.

In the event that the District terminates water service as a result of delinquent billing by padlocking the service meter and if the Customer should remove or cut the padlock, the customer will be charged a fee for the padlock and an additionally penalty shall be assessed for tampering with the service, Criminal Action could be charged to the customer if the District feels it to be necessary.

All delinquent billings and costs related to the termination of service, including, but not limited to the removal of the water meter, shall become a lien upon the real property served; per *RCW, 57.08.*

081 (8) after the District certifies such delinquency to the County Auditor. The said lien shall be in accordance with and foreclosed in the manner set forth in the Revised Code of Washington. In the event of foreclosure of lien, the person and/ or real properties against whom the foreclosure occurs shall pay the District reasonable attorney's fee and court costs for the foreclosure, as allowed by law. Per *RCW 57.08.081 (4)*

Should a foreclosure be apparent and the Homeowner has a delinquent bill, the District shall remove and tag the meter with an address and place on the shelf until the bill is satisfied and the meter reinstalled. The charge for removing the meter will be treated as a shut-off. All charges must be paid before the meter is installed.

The Customer acknowledges the right of the District to discontinue water supply within seventy• two (72) hours of giving notice, or a lesser period of time if required to protect the public health, in the District's effort to contain a contaminant or pollutant that is detected in the customer's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service the District may install a reduced pressure backflow assembly (RPBA) on its service pipe to provide premises isolation and recover all of its costs for the installation and subsequent maintenance and repair of the assembly, appurtenances and enclosure from the Customer as fees and charges for water. The failure of the Customer to pay these fees and charges may result in termination of service in accordance with the District's water billing policies.

G. SUPPLY TO SUBDIVIDED PROPERTY/EXPANSION OF SERVICE AREA

No service shall be provided to Customers outside the service area without the District first obtaining:

- A revised Service Area Agreement with Island County.
- WA Department of Ecology approval of a change in water rights to cover the additional are of service, and if necessary, new water rights to supply the additional Customers.
- WA Department of Health approval of an update or minor revision to the District's Water System Plan.

No service shall be provided to lots created within the service area by the subdivision of property without the District first obtaining WA Department of Health approval of an update or minor revision to the District's *Water System Plan*.

Water shall not be supplied to an adjacent public water system (i.e., through a system intertie), except for temporary supply in an emergency, without the District first obtaining:

- A revised Service Area Agreement with Island County.
- Washington State Department of Ecology approval of a change in water rights to cover the additional area of service, and if necessary, new water rights to supply the additional Customers.
- Washington State Department of Health approval of an update or minor revision to the District's *Water System Plan*.

Service shall not be provided to lots outside the service area or additional lots created through subdivision of parcels inside the service area without the District first establishing the adequacy of supply for the existing vacant lots within the service area. The adequacy of supply for the existing platted lots and proposed additional lots shall be established through the number of connections (ERUs) the Washington State Department of Health authorizes the District to supply.

All costs for the expansion of the service area or supply of subdivided parcels within the service area shall be borne by the applicant for service to the proposed newly created Customers. The costs shall include, but are not limited to the following:

- 1) Extension of water main(s) to the new Customers.
- 2) Construction of additional or upgrading of existing:
 - a. Source(s) of supply (i.e., wells).
 - b. Reservoir(s).
 - c. Booster pump station(s).
- 3) Engineering, surveying and legal costs associated with construction of facilities necessary for serving additional connections, including the preparation of project report and water system plan documents.
- 4) Regulatory agency fees and charges.
- 5) Applicable administration overhead charges set forth in Section D and Section E.

The District (not the applicant for service) shall prepare and make all submissions to regulatory authorities for approval to supply additional customers.

Prior to any review by the District of a proposed expansion of service area or supply of subdivided parcels, the applicant shall enter into a written agreement to bear the costs noted above. The customer shall pay a deposit to the District in the amount estimated by the District for the review of the application, including the cost of professional fees, and submissions of document to regulatory authorities. Any cost paid by the applicant for the District for the review and submission to regulatory authorities shall not be refunded to the applicant should the regulatory approval for the District be denied or otherwise restricted, or the applicant's project is cancelled, modified or denied by the County or other administrative authority having jurisdiction.

H. SIZE AND LOCATION OF SERVICE AND METER

Water meter and service sizes shall conform to those prescribed by the American Water Works Association in the most current edition of "Sizing Water Service Mains & Meters" (AWWA M22), as published from time to time, with any interpretations of those standards to be made by the District.

Regardless of type or use of service pipe and meter size, the District has the authority to modify the size of the meter or service pipe throughout the duration of a service. The meter shall be sized based on considerations of volume and rate of water use, fire safety, existing equipment requirements and other relevant criteria.

Unless otherwise approved by the District, the service pipe shall be installed perpendicular to the water main in the street or District owned easement.

The service pipe and water meter shall not be installed within the Customer's driveway or entrance sidewalk or behind any fencing or landscaping that restricts the District's reading or maintenance of the meter and/or maintenance of the service pipe.

I. INSTALLATION STANDARDS

Water mains and services shall be installed in accordance with the District's Standard Plans and Specifications included in the District's *Water System Plan approved by the WA Department of Health*.

J. USE OF FIRE HYDRANTS

With prior approval of the District, water for construction may be obtained from designated fire hydrants provided the following equipment is provided and maintained by the applicant for water:

- Water meter of a type approved by the District.
- Backflow prevention assembly of a type approved by the District and tested by a WA Department of Health certified backflow assembly tester (BAT) to demonstrate performance of the assembly.

Approval for use of a hydrant for construction water, or other purposes not related to firefighting, shall be at the sole discretion of the District. Application for water use for construction or any use not related to firefighting shall be made on a form provided by the District that sets forth the conditions for District's approval of the use of the hydrant.

K. WATER CONSERVATION

To respond to drought or emergency conditions, the District may impose temporary water conservation measures that include, but are not limited to the following:

- Additional water commodity charges (i.e., surcharge for high usage)
- Odd/ even day or other lawn water restrictions.
- Ban on lawn watering and washing of vehicles

L. WATER LEAKS

Any customer who has a leak on the customer's side of the water meter or who is seeking an adjustment of water charges for leaks shall be treated in accordance with this policy.

Leaks: An unintentional water loss caused by broken and/or malfunctioning plumbing fixtures or pipes at a residence. It is accepted water practice in the United States, and the policy of the District, that the

customer is responsible for the proper provision, monitoring, operation, maintenance, repair and replacement of all water service lines and components of the customer's water system on the customer's side of the water meter. This includes leakage. A customer who has a leak on the customer's side of the water meter or who is seeking a leak adjustment should realize that a water leak allowing drinking water to escape is wasteful and a potential public health hazard.

The customer's responsibility is to monitor higher than expected usage as reflected on their customer's water bill. Higher than expected usage must be investigated by the customer and any leaks promptly repaired by the customer. A customer who has observed or has actual knowledge of a leak on the customer's side of the water meter is required to promptly repair the leak (a) as a pre-condition of the District's consideration of a request for a leak adjustment and (b) to avoid termination of water service until the repair of leak is done.

Adjustment of Bills for Loss of Water: A leak adjustment may occur only after all leaks have been repaired and verified with the districts operations department staff. Once this has been done a leak adjustment may be granted when ALL the following conditions are present:

- (a) A leak has been detected either by the customer or notification by the Ledgewood Beach Water District of a suspected or actual water leak. The District's notification to a ratepayer or water user of a suspected or actual leak may include, but not be limited to, a billing statement to the owner or occupant, a courtesy phone call or a notice left at the property by a door hanger.
- (b) Once the leak or water loss has been determined, upon written request from the consumer or rate payer either by mail by or electronic means, the consumer may request an adjustment of their water bill as long as it is supported by how the nature and location of the leak, a copy with date of the repair bill, or a plumber's Affidavit or other appropriate documentation showing the description of the repair work performed and date completed. An adjustment to such consumer's bill may be requested in the case of loss of water due to circumstances beyond the reasonable control of such consumer, such as a mechanical malfunction, blind leak, unexplained water loss or other unusual or emergency conditions. Adjustments shall not be made for faucet leaks.
- (c) A recommendation, including the relevant facts surrounding the request for an adjustment and whether an adjustment is granted shall be submitted by the Finance Manager (or their designee) to the Commissioners at their regular scheduled monthly meeting. In making the determination, the District Commissioners may take-into account the cause of water loss, the consumer's opportunity, if any, to detect it, any negligence or fault of the consumer in connection therewith, and the promptness with which the water loss was discovered, stopped and repairs made. The decision by the Commissioners shall be final.
- (d) In the event that an adjustment is granted by the District, the adjusted consumer's bill shall be calculated as follows:

The District shall credit the customer's account by one-half of the quantity charge for the excess use subject to the following conditions.

- a. The District after investigation, shall find all of the following:
 - (i) The meter was operating accurately.
 - (ii) There was no evidence that the excessive use was due to the intentional or negligent act of the customer.

- (iii) After being notified by the District via, billing, letter, door hanger, or by any other means, the customer took prompt and reasonable action to ascertain the cause of the excessive use and to correct it.
- (iv) The customer took corrective action within forty-eight hours of discovering or being notified of a leak, pursuant to the RCW chapter 57 and provides the District with proof of repair within thirty (30) days from the billing date for the period which the water loss occurred.
- b. The District shall determine the amount of excess use by subtracting the actual water use from the average measured quantity delivered during the same billing period or periods in the preceding two years as representative of the customer's normal use.
- c. No adjustment shall be made for a charge or a surcharge which is not based on the quantity of water delivered.
- d. Water loss adjustments will be limited to two billing periods and will also be limited to one adjustment only within a 10-year period. The ten-year period begins the first year of the billing period following the last billing period for which the water loss adjustment was prepared. The rate used when calculating an approved adjustment shall be at the lowest base rate as noted in Resolution 105 "Rates and Fees". In no case shall the excess use adjustment exceed \$1,000.00 (One Thousand dollars). Water consumption not subject to the excessive use adjustment shall be billed at the appropriate tier and tier rate.

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

- e. Usage above the customers' average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools or hot tubs, washing vehicles, etc.
- f. The leak was caused by a third party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage, unoccupied or vacant properties.
- g. When leak continues for three (3) or more months, there will be no adjustment for the third or subsequent months.
- h. The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a District staff member and that action results in loss of water.
- i. Any Customer failing to repair leaks within thirty (30) days of receipt of written notification of such leaks, the District may have the water shut-off or may restrict the flow to the Customer by partly closing a service valve, installing a restriction fitting, or other means without further notice until such leak's repaired.
- j. Leaks discovered on vacant homes may be shut-off at the meter immediately and a notice will be hung on the door of the vacant home explaining the reason for the shut-off. The District shall not be held responsible for shutting off or failing to shut off a leaking service to a vacant home and/or not notifying a Customer of a suspected leak.

M. NOTICES TO CUSTOMERS

In case of water testing results being unsatisfactory, the District will notify the Customer according to the rules set by Washington State Department of Health. When the Washington State Department of Health requests the customer to be notified of the unsatisfactory test results it shall be done within a forty-eight (48) hour period.

N. INCONSISTENT PRIOR POLICIES AND PROCEDURES SUPERSEDED

All existing District resolutions, policies and procedures are hereby modified, amended and superseded to be in accordance with the policies and procedures set forth below.

O. EFFECTIVE DATE

This resolution and the policies and procedures set forth herein shall be effective as of the date set forth below.

REVISED, PASSED, AND ADOPTED by the Board of Commissioners of the Ledgewood Beach Water District, Island County, Washington, at the Regular Meeting thereof held on the 11th day of June, 2024.

BOARD OF COMMISSIONERS

Diane Callahan, President

Steve Clemens, Alternate Auditing Officer

Mitchell Klein, Secretary