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RULE # 1 - Schedules and Conditions

The rules and regulations specified for water service are subject to change according to the Bylaws of the PLWA. The amount of water furnished is subject to the WA State Department of Health (DOH) required standards of quantity and quality. All schedules for water service apply to PLWA members receiving water service from the PLWA.

RULE # 2 – Membership and Agreement of Service

Membership in the PLWA is governed by certificates of membership issued by the PLWA. Only PLWA certificate holders may receive water service from the PLWA. A certificate of membership in the PLWA represents agreement to comply with PLWA's rules and regulations.

RULE #3 - Definition of Service

Service will be supplied as described in these rules and the applicable fee schedule. Water service will be used only for members' residential purposes and members may not sell or permit others to use such service except to a member's permitted renter.

RULE # 4 - Installation of Service Lines and Meters

The PLWA will construct service connections of a proper size from its distribution mains to individual water meters along our distribution system. Some of those costs may be borne by the member. The PLWA reserves the right to refuse to construct a service connection to any property if the applicant's pipes are not properly constructed or protected. A water meter will be installed by the PLWA if and only if PLWA is able to make a new water connection to an already existing water main stub on the member's property. All costs to provide a new water connection beyond this specific situation will be borne entirely by the member.

All water meters will be installed by the PLWA. PLWA will install water meters for new construction and whenever the PLWA determines that a water meter needs to be replaced because it is no longer functioning as required. Members will be billed directly for the full cost of all *initial* water meter installations servicing their residence. Subsequent water meter service or replacement costs will be borne by the PLWA.

RULE # 5 - Distribution Main Extension

Where elevation and construction conditions allow, and one or more approved permanent members request a water main extension, the PLWA will endeavor to satisfy these needs if the PLWA has sufficient capacity to meet the DOH, Department of Ecology and any other relevant agency requirements. The cost of the water main extension must be paid by the member or members applying for service. Conditions and payments will be subject to Board review and approval.

RULE # 6 - Responsibility for, and Maintenance of Services

The point at which the PLWA will deliver water to the member and the member will receive water is at the property line of the member's property or at a point of entry designated by the PLWA. The PLWA will install the water meter at the point of delivery except, at its option, the PLWA may install its meter at some other agreed point on the property provided that in such event the property line will nevertheless be deemed the point of entry. All service pipes and fixtures on the member's side of the point of entry must be properly installed, maintained, protected from freezing, and ensure required cross-control and backflow prevention at the member's expense. Where there are leaking or defective pipes or fixtures the water may be turned off at the PLWA's discretion until proper repairs are made. When leakage occurs between the meter and house the member will be responsible for all repairs. If repairs or arrangement for repairs have not been completed within a 30-day period, the PLWA may contract an outside service to make required repairs and bill the member accordingly. If service needs to be terminated for excessive leakage between the meter and house, the member will be subject to disconnection and reconnection fees per the fee schedule.

RULE # 7 - Access to Premises

- A. All PLWA Directors and PLWA's regularly authorized agents (e.g., King Water) shall have access to the premises of the member at reasonable hours for meter reading, water sampling, inspection, connection, reconnection, repair, or removal of the PLWA's property. King Water has full authority to conduct maintenance operations such as digging, trenching, etc. as it relates to installation, service, and maintenance of the PLWA system.
- B. A utility right-of-way exists where PLWA water lines run. If landscaping such as trees, shrubs, or flower beds are located within the right of way, they are fair game for disruption or removal to complete the required operation.
- C. King Water manually records water meter readings as directed by PLWA on behalf of PLWA. PLWA members should not expect King Water employees to seek permission (e.g., knock on their door, etc.) to read a water meter. If a King Water employee attempts to read a water meter but is unable to do so due to the meter being either covered by a vehicle, construction material or equipment, natural growth or fallen trees, etc., or by refusal or interference by a member or their tenant to allow access to the property, the member will be charged an "Unread Meter Fee" as delineated in the fee schedule.
- D. If a member finds the "Unread Meter Fee" charge added to the bill, the member has the following options.
 - a. The member can contact King Water Co. to return to the property and check the meter. With a confirmed meter reading, the charge will be removed. This must be done prior to the next meter reading in the billing cycle. This second meter reading will take place as King Water Company schedule allows.

- b. If the obstruction was of a temporary nature, the member may contact King Water, and if the obstruction is removed by the next metered reading (billing cycle), the charge will be removed.
- c. Pay the bill and associated charge of \$300.
- d. If the unread water meter charge is not paid by the following bill cycle, the member will be assessed a 10% late fee charge associated with the balance remaining and will be charged an additional \$300 if the meter is still inaccessible.

RULE # 8 - Interruption of Service

The PLWA will make a diligent effort to render uninterrupted service and supply of service. In cases where water shut off is necessary for maintenance, repair, reconstruction, damage prevention or similar cause, the PLWA will give advanced notice to its members of such scheduled events as feasible. However, the PLWA will not be responsible for any damage that may result from any disruption of service such as above outlined, nor for failure to give notice of shut off when circumstances will not allow.

RULE # 9 - Billing Policy

- A. Bills are due and payable upon receipt and are considered delinquent thirty (30) days after date of mailing. All billings will be sent to the registered member as defined in "RULE # 2 – Membership and Agreement of Service and "Rule #3 - Definition of Service" and NOT to renters.
- B. A PLWA member **may** designate an established, professional management company to pay their water bill on their behalf by requesting that be done via the PLWA Board in writing. See the form "Member Authorization for Property Management Water Bill Payments" at the Water Bill Payments website page. This does not alleviate the member's responsibility to pay the bill.
- C. Any returned checks for non-sufficient funds (NSF) will be charged a return fee per our "Fee Schedule".

RULE # 10 - Disconnection and Reconnection Policy

A disconnection and reconnection charge as specified in the fee schedule will apply only in cases where service has been disconnected for non-payment of delinquent account or for cause as listed in "Rule #11 - Discontinuance of Service and Disconnect Process". No connection charges will be assessed if the water shutoff was made for the convenience of the PLWA in making repairs, changes, etc.

RULE # 11 - Discontinuance of Service and Disconnect Process

- A. The PLWA reserves the right to discontinue service to its members or agents of members (renters) for:
- a. Unpaid bills.
 - b. Water uses for purposes other than specified in rules and regulations.
 - c. Wasteful use of water through improper or defective piping or fixtures.
 - d. Tampering with PLWA property.
 - e. Refusal to allow access as described in "Rule #7 - Access to Premises".
 - f. Service obtained by fraud.
 - g. Violating rules and regulations.
- B. The PLWA may discontinue service if any of the foregoing situations occur. Exceptions can be made in cases of danger to life or property or by Board approval.
- C. Discontinuance of service by a member will be subject to "Rule #3 - Definition of Service".
- D. No money will be accepted in person by King Water or any Board Member. When King Water is dispatched to disconnect service, the member will still be billed the monthly charges unless such disconnection of fixtures occurs as described in "Rule #3 - Definition of Service" and the member discontinues the water connection to affected property.
- E. The PLWA will restore service when the cause for discontinuance has been satisfied and all payments of proper charges have been made. All disputed bills and unusual situations will be handled at the regular PLWA Board meetings. However, in all cases, all past due money will be paid via the normal channels.

RULE #12 - Past-Due Balance Procedures

A **10% monthly** late fee applies to all late member payments owed to the PLWA. Payments are considered past-due after 30 days.

RULE #13 - Past-Due Balance Procedures for Partial Payments

- A. With approval of the Treasurer or the Board, PLWA will accept a 50% partial payment of owed bills if a member cannot pay the entire amount owed. If PLWA receives reasonable partial payment PLWA will not disconnect or lockout the water to that member's service address.
- B. However, if the existing past due amount is not paid within 60 days PLWA may alter the Notice of Disconnect timeline from a 60 day disconnect timeline to a 30 day disconnect timeline. Members would then have 30 days to pay the ENTIRE amount that they owe or risk water disconnection via the Final Disconnect and Lockout Procedure (Rule #14). Partial payments will NOT be accepted.
- C. LATE CHARGES. Any account not paid in full by the scheduled Due Date as noted on the billing statement will be assessed a **10% monthly** Late Fee on the remaining balance due.

RULE #14 - Final Disconnect and Lockout Procedures

- A. When this rule is triggered (Rules #11-13 regarding past-due balances are those which are most germane)
 - a. King Water Company will place an Impending Disconnection hang tag on the member's service address doorknob on a Wednesday.
 - b. If the past due amount is still not paid by the following Monday, King Water Company will place a Notice of Disconnection hang tag on the member's service address doorknob. This notice will provide no less than 24 hours' notice prior to shut off and will contain a deadline for compliance along with the balance owed.
 - c. King Water Company will seek PLWA Board approval to disconnect and lock out the water from the service address.

RULE #15 - Severe Water Leak Procedure

- A. When a water leak is visibly identified or a water usage and loss variance report identifies excessive water use suggesting a leak, King Water will notify PLWA and/or PLWA will notify the member of the situation.
- B. The PLWA may request King Water Company to verify the meter reading and to verify the leak is not due to failure of PLWA equipment (i.e., meter or pipes leading to meter).
 - a. If the leakage problem is due to failure of the member's equipment, the member will be immediately contacted by a PLWA representative to help assess the problem.
 - b. If the leakage problem is on the member's side of the water meter whether inside or outside the residence, the member is responsible for all the costs to repair the leakage problem.
- C. The member is allowed 30 days to correct and repair the leakage problem.
 - a. During this time, PLWA may opt to shut off the member's water if the water leak is excessive, especially if the leak may adversely affect the performance of the water system and/or if the leak was caused by piping or fixtures that were improperly installed or are defective.
 - b. If the leakage problem is corrected within the 30-day period, any excessive water costs will be voided.
 - c. Should the member fail to correct the water leakage problem within the 30-day period, they will be responsible for all the excessive water costs and may be disconnected from the PLWA water system. The member can be reconnected to the system upon successful repair of the leak and resolution of debt incurred.
 - d. The excused overage charge or credit due to that leakage incident will be granted to the member one time only.

RULE # 16 - Sprinkling and Irrigation

During peak use months and at such times when demand is high, the PLWA may prohibit or limit sprinkling and irrigation to preserve water for domestic consumption.

RULE # 17 - Water Rates

Rates for water service are listed on our fee / rate schedule. When more than one residence is supplied through one meter (e.g., Accessory Dwelling Units) the member of record will be charged the metered rate per schedule.

RULE # 18 - Cross Connection Control

PLWA members shall not permit the plumbing on their premises to be connected to any source of water supply other than the PLWA's, or to any potential source of contamination. Each member shall assure that effective cross control and back-flow measures are implemented to ensure continual protection of the public water distribution system. Any back-flow prevention device deemed necessary by the PLWA to prevent entry of contaminants shall be installed at the member's expense.

RULE # 19 - New Connection Availability

- A. As authorized by the State of Washington, Department of Health ("DOH"), Department of Ecology ("DOE") and other applicable governmental agencies to serve residential water connections (singular, "Hook-Up" or plural, "Hook-Ups") to the Polnell Landing Water System in addition to the number previously approved for service, the priority of allocation of such Hook-Ups shall be via a PLWA Board-maintained Waiting List, in chronological order, based on the date of receipt by PLWA of such party's written request for a Hook-Up.
- B. All awards of new Hook-Ups also shall be subject to and conditioned upon review and approval by the PLWA Board. In addition to the Hook-Up fee specified in the Rate Schedule at the time of Hook-Up, any party purchasing a Hook-Up shall pay the monthly base water rate and any applicable distribution main extension charge (see Rule #6) and shall comply with all connection criteria and rules of the association.
- C. All new connections will be subject to Board review and approval.

RULE # 20 - Service Lines and Water Meters, Terms and Conditions

- A. The PLWA will provide a service line to a water meter per "Rule #4 Installation of Service Lines and Meters". The member will be responsible to provide per code a connecting line to the water meter. PLWA will bill the member for the cost of installing a water meter when a brand-new water connection is made.
- B. When an existing water meter to an existing connection needs to be replaced due to it having malfunctioned or for leakage from the meter itself or on the PLWA side of the meter, the cost shall be borne by PLWA. All water leaks on the member's side of the water meter are the member's responsibility to repair.

RULE # 21 - Recording of PLWA Meetings

PLWA Board Meetings, General Meetings, Annual Meetings and Special Meetings cannot be video or audio recorded without prior permission by the Board.

RULE # 22 - PLWA Members at PLWA Board Meetings

- A. Any members who would like to attend a PLWA Board meeting are welcome subject to the following conditions:
- a. You must contact the PLWA secretary with your intentions as we have limited seating available.
 - b. The attending members may participate and/or or ask questions during the Board meeting if such participation is not deemed to render the meeting dysfunctional by PLWA Board members. Attending members cannot vote on any Board actions.
 - c. To make a formal presentation to the Board, please contact PLWA secretary to schedule a time and present your agenda.

RULE # 23 - PLWA Board Financial Procedures

- A. The PLWA Board must approve all new:
- a. Contract Vendors
 - b. Service Providers
 - c. Contract Labor Projects
- B. When applicable, competitive written bids must be submitted to the Board for review and approval. All non-bid projects must also be submitted to the Board of Directors for review and approval. All cost overruns of 10% or greater require Board approval prior to payment. The exception to the 10% overrun requirement would be due to the existing terms of the contract agreement.
- C. Emergency repairs can be implemented by any of the PLWA Officers. To proceed with emergency repairs "time is of the essence" must be applicable. An initial emergency repair expenditure up to \$5,000.00 is authorized without Board approval. The President has the first responsibility to correct these emergency situations. The Vice President, the Treasurer, or the Secretary (in that order) will assume this responsibility if the President is not available. The PLWA Board should subsequently approve all valid initial emergency repair authorizations and all subsequent repairs greater than \$5000.00.
- D. Payments of all bills will proceed in the following manner:
- a. The bills are received by the Treasurer, reviewed and monitored per the terms of the contract.

- b. All discrepancies are to be researched by the Treasurer and resolved prior to payment of the invoice. Upon completion, the Treasurer is authorized to pay the bill in a prompt manner. Exceptions would be due to any specific contract requirements or the need to balance cash flow.

- E. At each quarterly PLWA Board meeting the Treasurer shall provide an accounting of the previous quarter's revenue and expenditures and of the anticipated upcoming revenue and expenditures. Similarly, at each Annual Members' meeting, the Treasurer shall provide an accounting of the previous year's revenue and expenditures and of the anticipated upcoming yearly expenditures and planned revenues. Preferably, the Treasurer may provide such information in advance of these meeting to members and/or the Board in order to abbreviate the time needed to present this information at the meetings.

- F. These procedures in no way relieve the Treasurer, other Board members or Board Officers of their responsibilities, duties, or obligations.

PLWA Fee Schedule: Water Rates / Ancillary Charges / Dues

Current Rates:

Properties Not Connected to the system:

\$100.00 insurance charge, annually, due Jan 31.

Properties Connected to the system:

Annual Maintenance and Operations Fee: \$900.00.

Annual Capital Project Assessment Fee: \$2,500.00

Total Annual Fee: \$3,400.00

Semiannually due Jan 31 & July 31. Includes water service and insurance charges. Water meter readings occur quarterly.

Non-Sufficient Funds (NSF) returned check charge - \$50.00 (inclusive of Bank fees charged to PLWA).

Unread Water Meter Fee: \$300.00

Disconnect / Reconnect Charge: \$100.00 Disconnect / \$100.00 Reconnect.

New Water Connection/ Hook-Up Fee: \$10,500.00 (effective 01 January 2023)*

Connection Fee Deposit: \$900 (3/4" connections), \$1500 (1" connections). This is a deposit for King Water to perform the work required to connect to the system including the water meter. If the cost exceeds the deposit, the owner is billed for the difference. If the cost is less, the owner is credited or refunded, at the option of the association, the difference. Payment of water service charges will be pro-rated from the time the connection is made until the end of the current billing period. Regular billing will commence at the start of the next billing period. Payment of any outstanding debts to PLWA must be made prior to the connection being installed.

Contract Labor / Other Charges In such event that PLWA must make repairs that are the responsibility of the member or if the PLWA performs work for the benefit of the member, the member will be billed at cost. This may include, but is not limited to, pipe location, re-location of pipes & meters, needed removal of plants or trees to read water meters, repairs and/or damage to the member's water lines or to the PLWA system caused by the owner's landscaping, negligence, etc. All rules herein regarding the timeliness of member payments the PLWA are germane.

Late Fees A 10% **monthly** late fee applies to all late member payments owed to PLWA.

NOTE The fee schedule is subject to change based on PLWA budget needs, inflation, and Board approval.