

Original Sheet No. 1  
WN U-2  
Roche Harbor Water System

For Commission's Receipt Stamp

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Roche Harbor Water System  
8484 Roche Harbor Road  
Friday Harbor, WA 98250  
Phone No. (360) 378-3500  
[water@rhwater.com](mailto:water@rhwater.com)  
UBI No. 601402286

**NAMING RATES FOR**

Water Service

**For**

**PORTIONS OF SAN JUAN ISLAND  
WASHINGTON**

**and**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

*BY AUTH. OR ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET UW-210126*

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Issued Date: February 24, 2021 Effective Date: May 1, 2021

Issued By: Roche Harbor Water System

By: Brent Snow Title: General Manager

Address: 8484 Roche Harbor Road, Friday Harbor, WA 98273

Telephone Number: 360-378-3500 Email: water@rhwater.com

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**Legend of Symbols**

The following symbols are applicable to all tariff schedules and rules of the utility. These symbols will be used in the far-right margin on all pages where changes have been made to current tariff.

- D - Discontinued rate, service, regulation, or condition.
- N - New rate service, regulation, condition, or sheet.
- I - A rate increase.
- R - A rate reduction.
- C - Changed condition or regulation.
- K - That material has been transferred from another sheet in the tariff. (A footnote is required on the tariff sheet to identify the new sheet number)
- M - That material has been transferred from another sheet in the tariff. (A footnote is required on the tariff sheet to identify the former sheet number)
- T - A change in text for clarification.
- O - No change (This symbol is discretionary unless specifically requested by the commission).

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 1 – Adoption of Rules of Regulatory Authorities**

The regulation rules pertaining to water service prescribed by the Washington Utilities and Transportation Commission (Commission) described in Revised Code of Washington (RCW) Title 80 and Chapter 480 WAC (Washington Administrative Code) are thereby adopted and made a part of this tariff.

**Rule 2 – Schedules and Conditions**

The schedules and conditions specified in this tariff for water service are subject to change according to the public service laws of the State of Washington. The amount of water furnished is subject to the Washington State Department of Health (DOH) required standards of quantity and quality. The water resources and water rights are subject to the Washington State Department of Ecology’s (DOE) required standards. All schedules for water service apply to applicants for our customers receiving water service from the Utility.

**Rule 3 – Application and Agreement for Service**

Each prospective customer desiring water service will be required to sign the Utility's standard form of application before service is supplied.

An application for service is notice that the prospective customer desires water service from the Utility and represents agreement to comply with the Utility's rules and regulations on file with the Commission and in effect at the time service is furnished. In the absence of a signed application for water service, the delivery of water by the Utility through a standard connection and the taking thereof by the customer will constitute an agreement by and between the Utility and the customer for the delivery and acceptance of service under the applicable rate schedule(s) and these rules and regulations. For new customers, a cross connection survey will be required as part of the application prior to accepting the applicant as a customer.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 4 – Definition of Service**

Service will be supplied as described in these rules and under the applicable rate schedule(s). Service will be supplied only to those who secure their source of water exclusively from the Utility, unless otherwise provided under written contract. Water service will be used only for the purpose specified in the service agreement and applicable rate schedule(s). A customer will not sell or permit others to use such service, unless authorized to do so under written contract with the Utility.

The customer will not increase demand or use of service as stated in the application for service without giving prior notice of such increase. In the event of such increase, the customer is required to pay the Utility's regularly published rates from the date of increased service or initial use of the service.

Whenever the customer wants to permanently discontinue the use of water, the customer must cause the fixture to be removed and the branch pipe or service supplying the same to be capped or plugged, and must notify the Utility in writing before any reduction in charge will be made.

**Rule 5 – Disconnection Visit Charge**

When a Utility employee is dispatched (single visit) to disconnect service, that employee must accept payment of a delinquent account and service will not be disconnected. If a disconnect visit charge is specified in **Schedule X**, the Utility may require payment of the fee at the door or charge it on the customer's next bill. If amount owing is tendered in cash, Utility employee will not be required to dispense change for excess over the delinquent amount due and owing. Any excess payment will be credited to the customer's account. Disconnection visits will only be made following the required notices to the customer.

**Rule 6 – Reconnection Charge**

When a Utility employee is dispatched (single visit) to reconnect service to the Utility distribution system, a reconnection charge will apply if specified in **Schedule X**. Such charge is to apply only in cases where service (which includes but is not limited to violations of Rule 17 – Disconnection of Service) has been discontinued.

The Utility will restore service when the cause of discontinuance has been removed or payments of all proper charges due from customer have been made. No charge will be made for reconnection of service if the shut-off was made for the convenience of the Utility in making repairs, changes, etc. BY AUTH. OR ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET UW-210126

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 7 – Installation of Service Pipes and Meters**

The Utility will construct service connections of a proper size from its distribution mains to the customer's property. The Utility reserves the right to refuse to construct a service connection to any property if the applicant's pipes are not properly constructed and protected.

**Rule 8 – Distribution Main Extension**

Where elevation and construction conditions permit and one or more bonafied prospective permanent customers request a main extension and the utility so desires to provide service, the main extension may be constructed pursuant to a developer extension contract executed for such construction.

Water main extensions and/or fire hydrants will be installed after contracts have been approved by the Commission pursuant to WAC's for special contracts for water utilities and distribution extensions.

\*As defined in WAC 480-110-245

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 9 – Responsibility for, and Maintenance of, Services**

*‘Point of Delivery’ – The point at which water will be delivered to and received by the customer will be on the property line of the customer’s property at a point designated by the Utility.*

The Utility will install its meter or other connection device at the Point of Delivery, except, at its option, the Utility may install its meter at some other agreed point on the property of the customer, provided that in such event the property line will nevertheless be deemed the Point of Delivery.

The customer will assume all responsibility after Point of Delivery for water supplied by the Utility. The Utility will be exempt from all liability for loss or damage caused by leakage or escape of water furnished by the Utility, after water has passed the Point of Delivery. If the customer has an Approved Backflow Prevention Assembly installed the assembly must be tested annually by a certified Backflow Assembly Tester.

All service pipes and fixtures on the customer’s side of the Point of Delivery shall be provided and must be maintained and protected from freezing at the customer’s expense. Where there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Utility until properly repaired. The Utility may require any service to be equipped with freeze prevention devices to be used during cold weather conditions instead of permitting water to run continuously from faucets.

**Rule 10 – Access to Premises**

The Utility's regularly authorized agents or employees will have access to the premises of the customer at reasonable hours for meter reading, inspection, connection, disconnection, repair, removal of the Utility's property or cross connection inspections. Where the meter has not been read, a minimum bill will be rendered and adjusted when the next succeeding meter reading is available. After properly notifying the customer, the water Utility may discontinue service for refusing to allow access per WAC 480-110-355.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 11 – Service Visit Charge**

The customer will pay a Service Visit Charge as specified in **Schedule X** when:

- a. A Utility employee or agent is dispatched to the premise and the condition was caused by or was the responsibility of the customer.
- b. The Utility employee or agent has not had access to read the meter for at least two (2) billing cycles and the Utility employee or agent is dispatched to access the meter and continues to not have access to the meter. Where the meter has not been read, a minimum bill will be rendered and adjusted when the next succeeding meter reading is available

**Rule 12 – Interruption to Service**

The Utility will make a diligent effort to render uninterrupted service and supply of water. In cases where shut-off is necessary for repair, reconstruction, damage prevention or similar cause, the Utility will give advance notice to its customers of such scheduled shut-off. However, the Utility will not be responsible for any damage that may result from any cessation of services such as above outlined, nor for failure to give notice of shut-off when circumstances are such that it is impossible to give notice as stated above.

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**Rule 13 – Bills**

All bills shall be paid **monthly** in arrears and are due and payable upon receipt and are considered delinquent no less than fifteen (15) days (18 days if mailed from out of state) after the date mailed. Bills will be deemed received upon personal delivery to customer or three (3) days following the deposit of the bill in the United States mail to the customer's last known address. Where the meter has not been read, a minimum bill will be rendered and adjusted when the next succeeding meter reading is available.

**Rule 14 – Late Payment Charge**

Bills are due and payable upon receipt. Bills are considered late fifteen (15) days (18 days if mailed from out of state) after the bill mailing date. A Late Payment Charge as specified in **Schedule X** of the unpaid balance shall be added to each account for each month the bill is unpaid. The late payment charge will not be applied to any disputed amount unless such amount remains unpaid for more than fifteen (15) days after the dispute has been resolved.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 15 – Deposit**

The Utility may require a deposit in situations when a customer is unable to establish or maintain credit with the Utility, or where a customer’s service has been disconnected for nonpayment of amounts owed to the Utility as defined by Commission rules.

The deposit will not be more than an average two-twelfths (2/12) of estimated annual billing (for customers billed monthly).

When the Utility collects customer deposits, interest must be paid for each calendar year, at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, and published in the Federal Reserve’s Statistical Release H.15 on January 15 of that year. Interest is computed from the date of deposit to the date of refund or when applied directly to the customer’s account.

The Utility must refund deposits plus accrued interest when there has been satisfactory payment, as defined by Commission rules or upon termination of service, less any amounts due to the Utility by the customer.

In addition, the Utility will comply with all provisions of the Commission’s deposit rules pursuant to WAC’s for establishing credit and deposits for water utilities.

**Rule 16 – Responsibility for Delinquent Accounts**

A water Utility must not refuse or discontinue service to an applicant or customer when there are unpaid bills from a prior customer at the same premises unless the Utility believes, based on objective evidence, that the applicant is acting on behalf of the prior customer with the intent to avoid payment.

A water Utility cannot permanently deny service to an applicant or customer because of a prior obligation to the Utility. A prior obligation is the dollar amount that has been billed to a customer but left unpaid at the time of disconnection of service for nonpayment.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 17 – Discontinuance of Service**

The Utility reserves the right to discontinue service to its customers for:

1. Unpaid bills, as provided for in this tariff.
2. Water uses for purposes or properties other than those specified in the customer's application for service.
3. Willful waste of water through improper or defective piping, equipment, or otherwise.
4. Piping or equipment that does not meet the Utility's standards or fails to comply with other applicable codes and regulations.
5. Tampering with the Utility's property.
6. Vacating the premises.
7. Nonpayment of any proper charges, including deposit, as provided in this tariff.
8. Refusing to allow access as required in commission Rules.
9. Violating rules, service agreements, or effective tariffs, including violation of outdoor watering instructions given to customers in order to curtail water use during time of shortage.
10. Use of equipment that detrimentally affects the Utility's service to its other customers.
11. Service obtained by fraud.
12. Failure to comply with cross connection control requirements, backflow assembly testing and inspection.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 17 – Discontinuance of Service** (cont'd)

Discontinuance of service by a customer - Customer shall be required to give notice to the Utility of their intention to discontinue service.

Discontinuance of service by a Utility - The right to discontinue service may be exercised whenever and as often as any of the foregoing situations occur, and neither delay nor omission by the Utility to enforce this rule any time will be deemed a waiver of its right to discontinue service.

Utility shall not be liable for loss, damage, or claims that arise from or relate to the discontinuance of service as a result of any of the foregoing reasons described in the rule.

Required notice prior to disconnecting service: The Utility must serve a written disconnection notice on the customer, either by mail, or, at the Utility's option, by personal delivery of the notice to the customer's address, attached to the primary door.

A minimum of eight (8) business days' written notice will be given a customer before service is discontinued, except in the case of danger to life or property. Before disconnecting service, the Utility must in addition to the first (1<sup>st</sup>) notice as described above, provide a second (2<sup>nd</sup>) notice by one of the two options listed below.

- a. Delivered notice - The Utility must deliver s second (2nd) notice to the customer and attach it to the customer's primary door. The notice must contain a deadline for compliance that is no less than twenty-four (24) hours after the of delivery that allows the customer until 5:00 p.m. of the following day to comply, or
- b. Mailed notice - The Utility must mail a second (2nd) notice, which must include a deadline for compliance that is no less than three (3) business days after the date of mailing if mailed from within the state of Washington.

Disconnection notice will expire after ten (10) business days from the first day that the Utility may disconnect service, unless other mutually agreed upon arrangements have been made and confirmed in writing by the Utility. If mutually accepted arrangements are not kept, the Utility may disconnect service without further notice.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 18 – Sprinkling and Irrigation**

Water used for sprinkling and irrigation must be paid for at the regular prescribed tariff rates for such service. The hours for such use will be as prescribed from time to time by the Utility, subject to protest by any customer affected and reviewed by the Commission. During peak use months (June through September), and at such other times when demand may be high, the Utility may prohibit or limit sprinkling and irrigation to preserve water for domestic consumption. No person will use water for sprinkling or irrigation purposes during any fire in the area, and all sprinkling or irrigation must be stopped immediately when a fire alarm is sounded. Water use may resume three (3) hours after the fire has been extinguished.

**Rule 19 – Rates**

Rates for water service and supply are those published in the Utility's tariff on file with the Commission. Unless otherwise stated in this tariff, the rates apply to a single service, to one customer at one premise. Water service must be subscribed to on an annual basis. No proration or reduction in billing is allowed unless this tariff proscribes temporary or seasonal rates.

When conditions require that two or more consumers with separate housekeeping establishments occupy the same or separate dwellings, be supplied through *one metered service*, consumers using water through a single connection are considered a single customer and will be charged the base charge as provided by the schedule of rates for the size of meter installed. If the consumption as shown by the meter exceeds the allowance or usage blocks for the size of the meter, the excess consumption charge will be computed at the regular rates for one customer for the size of meter installed.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 20 – Account Set-Up Charge**

An account set-up charge as specified in **Schedule X** will be made for each new account, temporary or change of account responsibility on an existing service. Such charge will be included in the initial billing to the customer. This charge includes the Utility dispatching an employee to establish a base meter reading. An account set-up charge does not apply to:

1. Installation of a new meter.
2. Owners or agents assuming temporary responsibility for service to vacant premises.

**Rule 21 – Non-Sufficient Funds (NSF) Charge**

An NSF check charge as specified in **Schedule X** will be made for handling customer checks that have been returned by the bank as NSF or account closed. This charge will be applied to the next billing to the customer.

**Rule 22 – Water Availability Letter Charge**

Any prospective customer seeking a water availability letter (water availability certificate or analysis) from the Utility must first pay the appropriate charge as specified in **Schedule X**. The water availability letter will include the date issued and the date of expiration. Water availability letters will be valid for no more than one (1) year, or until the expiration of the associated building permit, whichever occurs last.

**Rule 23 – Cross Connection Control**

The customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's written permission and meeting the Utility's cross connection control criteria. The customer shall assure that effective back-flow prevention measures are implemented to ensure continual protection of the water in the public water distribution system. Any back-flow prevention assembly deemed necessary by the Utility to prevent entry of contaminants to the public water system shall be installed at the customer's expense. Cross connection control program is outlined in **Schedule 8**.

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**Rule 24 – Backflow Assembly Testing and Inspection**

If the customer has an Approved Backflow Prevention Assembly installed the assembly must be tested annually by a certified Backflow Assembly Tester (BAT). The Utility will maintain a list of certified BAT specialists that are acceptable to the Utility and the customer may choose from any such BAT specialist on the Utility’s list. Backflow Assembly Inspection Fee is listed on **Schedule X**. The Utility service for annual backflow assembly testing shall be subscribed to on an annual basis and is not subject to cancellation or reduction for partial periods.

The customer will provide a copy of the acceptable annual report from the BAT specialist. If the annual report is not provided within thirty (30) days of the anniversary date of the installation of the Approved Backflow Prevention Assembly, then the Utility will provide a notice of disconnection pursuant to WAC’s for discontinuing of service for water utilities. If a copy of the annual report is not received by the date for disconnection as specified in the notice, the Utility will disconnect customer’s service as specified in **Rule 17** of this tariff.

If service is disconnected, the Utility will charge the customer its current Reconnection Visit Charge as specified in **Rule 6** of this tariff.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 25**

RESERVED FOR FUTURE USE

**Rule 26 – Limitations of Liability**

The Utility’s liability, if any, for its gross negligence, willful misconduct or violation of RCW 19.122 is not limited by this tariff. With respect to any other claim or suit, by a customer or by any other party, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Utility’s liability, if any shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected.

There shall be no liability for consequential or incidental damages. The Utility clearly disclaims all warranties, stated or implied, except those specifically set forth in this tariff, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

The charge for services rendered under this tariff are expressly based on the limitations of damages and disclaimer of warranties set forth above.

**Rule 27 – Unauthorized Use of Service**

Where service has been disconnected either through the request of the customer or through action of the Utility, and the service – which includes, but is not limited to, the saddle, curb stop, piping, meter setter, angle stop, check valve, meter – has been locked, authorized service cannot be restored without the Utility first reinitiating service.

If service is restored by the unauthorized removal of the meter setter lock or tampering, the customer receiving the unauthorized service will be charged the current replacement cost of all damages to the Utility’s property and service, plus a Service Visit Charge for inspection of damages in accordance with **Rule 11** in this tariff.

In addition, the Utility will charge the customer receiving unauthorized service the tariff rate for all service that the Utility estimates was taken plus all of the Utility’s costs resulting from the unauthorized use and all applicable fees pursuant to WAC’s for discontinuing of service for water utilities.

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 28 – Damage and Repairs Charge**

The Utility shall be responsible for maintaining meter boxes and their contents, along with fire hydrants and services on the street side of the Point of Delivery. However, if any customer or a customer's contractor causes damage to meter box, fire hydrant, pipes, mains or other equipment of the Utility's maintained infrastructure, the customer will be responsible for paying the Damage and Repairs Charge as specified in **Schedule X**.

**Rule 29 –**  
**RESERVED FOR FUTURE USE**

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**WATER SERVICE**  
**RULES AND REGULATIONS**

**Rule 30 – Water Leak Procedures**

When the Utility determines that a leak has occurred on the customer's property, the Utility will adjust the customer's bill after the customer submits a bill from a plumber, contractor, or other evidence that the leak has been repaired. The Utility must re-calculate the customer's bill for the 'relevant time period.' The 'relevant time period' for this adjustment will not exceed two (2) months for any given leak. The customer's bill will be adjusted by:

1. Estimating the customer's 'projected normal usage' during the relevant period(s) and billing this amount according to the usage rate shown on **Schedule 2**.
2. Billing the 'excess usage' during the relevant period using one-third (1/3) the usage and rate(s) shown on **Schedule 2**.
3. Crediting the difference between the original bill for the relevant period and the sum of the bills described in Steps 1 and 2.

*'Projected Normal Usage' – as an estimate of what the customer's water consumption would have been had there been no leak. This estimate will be based on the same period from the prior year.*

*'Excess Usage' – as the actual metered usage minus the projected normal usage.*

Note: The credit described in this Rule is available to a customer only once every twenty-four calendar months.

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**SERVICE AREA**

**Water System List**

County: San Juan

<u>System Name</u>	<u>DOH WFI #</u>
Roche Harbor Water System Inc	73230E

County: \_\_\_\_\_

<u>System Name</u>	<u>DOH WFI #</u>

County: \_\_\_\_\_

<u>System Name</u>	<u>DOH WFI #</u>

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**SCHEDULE NO. 1**  
**HELD FOR FUTURE USE**

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**SCHEDULE NO. 2**  
**METERED RATE SERVICE**

**Availability**

This schedule is available in all Water Service Areas served by the Utility and at Utility's option and capability to maintain Department of Health standards of quantity and quality.

**Applicable**

Applicable to each customer served by the Utility on a metered basis.

**Conditions**

The charge for this service is not subject to cancellation or reduction for seasonal or temporary periods, unless seasonal rates apply per this tariff. This charge will be the monthly minimum bill for this class of service.

All metered rate service base rate(s) have zero allowance for the water usage.

Base rate charge(s) and water usage block(s) are modified by the meter size factor.

Usage rates for each block are shown per 1000 Gallons (gal.).

Billing for any block shall be calculated on a per gallon amount used and based on the usage rate charge of that block.

Meter Size	Monthly Base Rate	1 <sup>st</sup> Block (per 1000 gal up to 5000)	1 <sup>st</sup> Usage Rate*	2 <sup>nd</sup> Block (per 1000 gal)	2 <sup>nd</sup> Usage Rate*	3 <sup>rd</sup> Block (per 1000 gal)	3 <sup>rd</sup> Usage Rate*
¾ "	38.40	0-5,000	5.52	5,001-10,000	10.44	10,001+	13.08
1 "	64.00	0-5,000	5.52	5,001-10,000	10.44	10,001+	13.08
1.5"	127.90	0-5000	5.52	5,001-10,000	10.44	10,001+	13.08
2 "	204.80	0-5,000	5.52	5,001-10,000	10.44	10,001+	13.08
4 "	640.00	0-5,000	5.52	5,001-10,000	10.44	10,001+	13.08

N

<u>Usage</u>	<u>Surcharge/1000gallons*</u>
Up to 5,000 gallons	\$1.70
Between 5,000 and 10,000 gallons	\$4.25
Over 10,000 gallons	\$4.25

\* This charge applies to all water customers receiving service under this schedule and shall expire November 30, 2023 or upon recovery of \$1,634,700.00, whichever occurs first.

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**By:** Brent Snow **Title:** General Manager

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Roche Harbor Water System

For Commission's Receipt Stamp

**SCHEDULE NO. 3**  
**READY-TO-SERVE (RTS) SERVICE**

**Availability**

This schedule is available in all Water Service Areas served by the Utility and at Utility's option and capability to maintain Department of Health standards of quantity and quality.

**Applicable**

To any property owner who has completed and signed a Water Service Application, paid all applicable fees required for meter service connection, and had Water Service Application accepted in writing by the Utility: and for whom the Utility has installed the direct connection from the water system to the applicant's property line. Applicable to any customer, where meters have not yet been installed.

This class of service is considered temporary.

**Conditions**

The charge for this service is not subject to cancellation or reduction for seasonal or temporary periods, unless seasonal rates apply per this tariff. This charge will be the monthly minimum bill for this class of service. At the time water service begins, the customer shall be transferred to Schedule 2, Metered Service.

The Ready-to-Serve charge may be discontinued upon receiving written request from the customer or for non-payment of the Ready-to-Serve charge. Termination of the charge will allow the Utility to remove the service line and/or connection. This disconnection or removal will allow the Utility to make that available service capacity to supply other connections on the water system.

After a service line and/or connection has been removed for discontinued service, future service to the property will require a new application for service, payment of service connection charges and will be subject to the availability of service capacity at such time as the future application for service is made.

**Monthly Charge**

**Rate**

*BY AUTH. OR ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET UW-210126*

Each connection or customer (single connection).

\$38.40

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Roche Harbor Water System

For Commission's Receipt Stamp

**SCHEDULE 4**  
**WHOLESALE WATER SERVICE**

A. Applicable:

To any person or intending to obtain water through the company's designated filling station within the company's distribution system for use outside of the company's water service area or for construction purposes.

This schedule does not apply to fire trucks and related personnel engaged in fire fighting activity.

B. Rate:

For withdrawal of water per day not to exceed an amount specified by the company, \$20.00 per load plus the usage of \$0.021 per gallon.

C. Conditions:

1. Any persons, corporation or other entity desiring service under this Schedule must first make application to the company on a form provided by the company for that purpose.
2. Any person, corporation, or other entity taking water from the company's system for any use whatsoever without having first made application for service under this Schedule, and that application having been accepted, and the appropriate fee remitted, will be liable for all charges as if a permit had been approved and, in addition, the costs, charges and fees available to the company in accordance with the fraudulent obtaining or use of service as described under RCW 80.28.240 and Commission rules, if any.
3. Service shall only be allowed if all of the following conditions are met:
  - a. Such service does not affect the ability of the company to provide services to residential customers as required by Chapter 480-110 WAC;
  - b. Pressure is at all times maintained as required by rules of the Washington Utilities and Transportation Commission, Department of Health, and county and local ordinances.
  - c. The company is aware of no possible restriction on the use of water, i.e., conservation requirements due to drought or any other unusual circumstances

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d. The customer's account is current and in good standing.

**SCHEDULE 4**  
**WHOLESALE WATER SERVICE** (cont'd)

4. The company may suspend any such service under this Schedule in the event of occurrences related to Condition 3.

5. The company will specify the location of where such service is to be obtained, the withdrawal rate at which such service shall be obtained, and the methods which will be used to obtain such service. Any violation of this Schedule shall be deemed to have been a withdrawal of water as though an application had not been submitted.

6. The customer shall be responsible for any and all damage to hydrants, pipes, mains or other equipment of the company caused by use of this Service of improper use of said equipment.

7. This Schedule is not available to persons or entities to use water in conjunction with occupied property within the company's service area.

8. It is the customer's responsibility to provide the proper connection and plumbing equipment for access to the company's designated filling station.

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**SCHEDULE NO. 5**  
**SERVICE CONNECTION CHARGE**

**Availability**

This schedule is available in all Water Service Areas served by the Utility and at Utility's option and capability to maintain Department of Health standards of quantity and quality.

**Applicable**

Applies to all new applicants for properties not currently served and within the Commission Service Area (as defined in the tariff) for the Utility only when surplus system capacity is available and a direct connection can be made to an existing main that has adequate hydraulic capacity.

**Conditions**

1. A charge will be made the first time a customer's service pipe, 3/4-inch or smaller, is connected from the Utility's main to the customer's property line. This charge does not include the cost of a service meter, or its installation. A service meter will be furnished, installed, and maintained by the Utility without direct cost to the customer.
2. The Utility owns and maintains all materials involved in making a service connection.
3. The service connection charge must be paid before the water is turned on.
4. In addition, when it is necessary to cross an existing road (by boring or cutting) the cost of the road permit fees or other charges, will be in addition to the Service Connection Charge.
5. Service meter will be placed in a suitable meter box located at the customer's property line, except when this is not practicable. The service meter will be installed upon the customer's premises in some convenient location approved by the Utility where the service meter will at all times be accessible for reading, inspection, and testing. (See Rule 9 & 10)
6. Service Connections will be installed within 30 days from payment, unless prior arrangements in writing are agreed upon by both the customer and the Utility.
7. Any Service Connection larger than 3/4-inch service requires a 'Labor and Material Contract'.

**Connection Charge**

**Rate**

Service Connection Charge (3/4-inch service setting or smaller)

\$2,500.00

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Roche Harbor Water System

For Commission's Receipt Stamp

**SCHEDULE NO. 6**  
**WATER SYSTEM FACILITIES CHARGE**

**Availability**

This schedule is available in all Water Service Areas served by the Utility and at the Utility's option and capability to maintain Department of Health standards of quantity and quality.

**Applicable**

Applies to all new applicants for properties not currently served and within the Commission Service Area (as defined in the tariff) for the Utility only when surplus system capacity is available and a direct connection can be made to an existing main that has adequate hydraulic capacity.

**Conditions**

1. The Utility will own and maintain all materials involved in the allocation of water service.
2. The Water System Facilities Charge will be in addition to any line extension, service connection, or any other charges that may be provided elsewhere in this tariff.
3. The Water System Facilities Charge will be made one time only at which time the applicant's property is brought into the Water Service Area. If further subdivision of the property is made at a later date, each newly created lot will be subject to an additional facility charge upon application for water service. If service is greater than residential equivalent, then multiple equivalents may be charged.
4. Exemptions:
  - a. Any end use customer covered by an existing written contract, which specifies that, no charge or a lower charge will be paid.
  - b. Any end use customer connecting to a water system, which was contributed to the Utility or for which the Utility paid a nominal amount.

**Charge**

**Rate**

Up to 3/4" service	\$6,500.00
1" service	\$10,855.00
2" service	\$34,645.00
4" service	\$108,550.00

All other service sizes

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**SCHEDULE 7**  
**FIRE SUPPRESSION INSTALLATION**

**A. Applicable:**

This schedule is applicable to those customers that desire to install fire suppression systems within their residences in accordance with NFPA 13D that are served by the company and it is determined by the company that there is sufficient capacity within the system to support this requested service.

**B. Rates:**

Non-recurring: installation of facilities will subject to the Service Connection Charge and Facilities Charge, both listed on Schedule No. 4.

Annual inspection fee: \$50.00

**C. Conditions:**

1. The Utility will deny a customer's request for a residential fire sprinkler service if it cannot provide the pressure, flow or level of service required by the customers fire suppression system.

2. Customer shall construct, at its own discretion, its own fire suppression system on customer's property. Customer is providing and constructing such system based upon customer's own knowledge and for customer's own purposes. Customer will retain ownership and shall be responsible for the maintenance and operation of the fire suppression system.

3. Company shall provide to customer the facilities to provide water to the customer's fire suppression system, consisting of a service sized according to the design of the fire suppression system and connection to company's water main which will flow through a leak detection device to be installed by the company. Said connection shall be used only for the provision of the fire suppression system and shall not be used for any other purpose, including, but not limited to, domestic water service. Customer must provide, at customer's sole expense, a back flow prevention device which complies with Company Cross Connection Program (Schedule No. 8).

4. The annual inspection fee set out above shall be to reimburse the company for inspecting the point of connection of the meter.

BY AUTH. OR ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET UW-210126

5. Customer agrees to pay all charges for the installation of facilities and the annual

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**SCHEDULE 7**  
**FIRE SUPPRESSION INSTALLATION** (cont'd)

inspection fee within thirty (30) days of date of invoice for such charges. Failure of customer to pay such charges in a timely manner will result in disconnection of the facilities provided under this Agreement.

6. Customer covenants and agrees that it shall be responsible for maintaining the back flow prevention device in working order. The back flow prevention device shall be inspected and tested at customer's expense by Washington Certified Back Flow Assembly Tester as required under WAC 246-290-490. The Customer may contact for the back flow certification with any Washington Certified Back Flow Assembly Tester. A copy of satisfactory certification will be provided to company prior to the date of providing service under this Agreement and on an ongoing as testing certifications are required by state law and regulation (currently on an annual basis). The back flow prevention device shall be accessible to the company and its employees at all times.

7. CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY AND COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM FOR DAMAGE TO PROPERTY OR PERSONAL INJURY OR DEATH RESULTING FROM OR IN CONNECTION WITH THE WORK DONE UNDER THIS AGREEMENT OR THE FACILITIES PROVIDED UNDER THIS AGREEMENT, INCLUDING ATTORNEY'S FEES AND COURT COSTS, EXCEPT THAT WHICH IS THE RESULT OF THE GROSS NEGLIGENCE OR INTERNATIONAL MISCONDUCT OF COMPANY OR A VIOLATION OF CHAPTER 19.122 RCW BY THE COMPANY. THIS CONDITION 6 IS IN ADDITION TO, AND NOT LIEU OF, THE LIMITATIONS OF LIABILITY SET OUT IN RULE 20 OF THIS TARIFF.

8. Customer understands and agrees that company is not acting as an insurer of customer or customer's property or property of others on the property. Company shall not be liable for any loss of life, personal injury or loss or damage to property of customer, its family members, agents, guests, or invitees whether or not caused by failure of the facilities and customer shall hold company and company's director, officers, employees, and agents harmless from any such claims. Company makes no warranties or representations as to performance of the facilities. Nor shall company be liable under any theory in law of equity to customer or customer's family members, agents, guests, or invitees for any consequential, incidental, punitive, or other loss or damage beyond direct damages caused by company's gross negligence or intentional misconduct or a violation of Chapter 19.122 RCW by the company, and then only in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

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**SCHEDULE 7**  
**FIRE SUPPRESSION INSTALLATION** (cont'd)

9. Customer hereby agrees to purchase insurance, in such amount as customer deems adequate, to protect against loss by fire, which insurance customer agrees shall be customer's sole source of recovery for failure of the facilities, except for company's gross negligence or intentional misconduct or company's violation of Chapter 19.122 RCW. Said insurance policy shall include a waiver of subrogation as applied to company, its directors, officers, employees, and agents.

10. Only closed loop fire suppression systems may be connected to the company's system.

11. Authorized use of water through a fire sprinkler system meter shall be billed to the customer at the normal usage rates established by the company on Schedule No. 1. Authorized use of water through a fire sprinkler system meter is limited to fire sprinkler system testing, maintenance, or actual prevention or control.

12. The fire suppression system is a closed system and may contain stagnant water. CONSUMPTION OF WATER FROM THE LINE SERVING THE FIRE SUPPRESSION SYSTEM MAY BE HAZARDOUS TO ONE'S HEALTH. Use of the line serving the fire suppression system for domestic consumption is not authorized and is a violation of RCW 80.28.240.

13. Except as noted in Condition 13 below, should the unauthorized use of water through a fire sprinkler system meter is not permanently eliminated by the customer within thirty (30) days, the fire sprinkler system water service shall be deemed a normal domestic service with all related fees and charges due and payable immediately. Alternatively, if payment of fees and charges is not received, the customer shall be provided notice of disconnection of the fire sprinkler water service, after which the fire sprinkler water service will be disconnected.

14. Should the unauthorized use of water through the fire sprinkler system occur Concurrently or after the disconnection of domestic water service to the property due to lack of payment for the domestic service, the customer will be provided notice of fire sprinkler system service disconnection by posting such notice of disconnection on the door of the residence. Copies of such notice shall be provided to the appropriate County Official and the local Fire District and retained by the company and shall include the date, time, and name of the company employee posting the notice.

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By: Brent Snow Title: General Manager

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**SCHEDULE NO. 8**  
**CROSS CONNECTION CONTROL**

**Availability**

This schedule is available in all Water Service Areas served by the Utility and at Utility's option and capability to maintain Department of Health standards of quantity and quality.

**Applicable**

To all customers served by the Utility for purposes of assessing the presence of cross connections and additional requirements applying to those customers that have cross connections.

**Charges**

Installation of Approved Backflow Prevention Assembly	- Time and materials contract
Service Visit Charge	- \$75.00 (per <b>Rule 10 &amp; 11</b> ) plus
Premises Inspection Charge	- \$75.00 per hour prorated for time spent.
Prevention Assembly	- Time and Materials contract

**Conditions**

1. This schedule is established pursuant to the requirements adopted by the Washington State Department of Health in WAC 246-290-490, as it now exists or is hereafter amended or replaced. Copies of this regulation are available from the Washington State Department of Health or from the Utility.
2. All customers shall be surveyed as to the existence of cross connections pursuant to the definition of cross connections established by the Washington State Department of Health. A second survey shall be sent to those customers who fail to respond to the initial survey. If the customer fails to respond to the second survey, then the following non-response options may be necessary and the customer will be charged pursuant to the rate(s) set forth in the rate section above. For new customers, a survey will be required as part of the application prior to accepting the applicant as a customer.

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**SCHEDULE NO. 8**  
**CROSS CONNECTION CONTROL** (cont'd)

**Conditions** (cont'd)

**Non-Response Options:**

- a. Site Visit letter/appointment for on-site review of cross connection potential, followed by a Site Visit for determination of cross connection potential as defined in WAC 246-290-490. The customer will be assessed the charges set forth in the rate section above.
  - b. Installation of Approved Backflow Prevention Assembly at customer's expense or as set forth in the rate section above.
  - c. Notice of disconnection of service per WAC 480-110-355 (3) (a).
3. An on-site inspection is required for every customer meeting any criteria of WAC 246-290-490 (4) (b) Table 9. The customer will be assessed the appropriate charges set forth above.
  4. If a cross connection is detected or is reported by the customer, then the Utility will determine the appropriate remedy and notify the customer of the remedy, options, and dates for compliance. If an Approved Backflow Prevention Assembly is required, the Utility will determine the type of Approved Backflow Prevention Assembly that must be installed, and must provide the customer with a date by which the device must be installed. Installation will be the customer's responsibility and sole expense. The customer may choose to have the Approved Backflow Prevention Assembly installed through any contractor acceptable to the Utility. If the customer does not install the appropriate Approved Backflow Prevention Assembly within thirty days of notification, the Utility may take appropriate action to correct. This may include the Utility installing an Approved Backflow Prevention Assembly at customer's expense, if tariffed or may result in the Utility providing a notice of disconnection of service by the date specified in the notice. The Approved Backflow Prevention Assembly will be installed on a customer's side of the service connection.
  5. The Utility shall ensure that personnel, including at least one person certified as a cross-connection control specialist, are provided to develop, and implement the cross-connection control program.

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**SCHEDULE NO. 8**  
**CROSS CONNECTION CONTROL** (cont'd)

**Conditions** (cont'd)

6. If the customer has an Approved Backflow Prevention Assembly installed the assembly must be tested annually by a certified Backflow Assembly Tester (BAT) specialist. The Utility will maintain a list of certified BAT specialists that are acceptable to the Utility and the customer may choose from any such BAT specialist on the Utility's list. The customer will provide a copy of the acceptable annual report from the BAT specialist. If the annual report is not provided within thirty days of the anniversary date of the installation of the Approved Backflow Prevention Assembly, then the Utility will provide a notice of disconnection pursuant to WAC 480-110-355 (3)(a) If a copy of the annual report is not received by the date for disconnection as specified in the notice, the Utility will disconnect customer's service.
7. No less often than every three years, the Utility shall re-survey its customers concerning the existence of cross connections. If the customer does not respond to the initial survey, a second survey will be sent. If the customer does not respond to the second survey, then non-response options listed in paragraph 2 will apply.
8. For each customer meeting any criteria of WAC 246-290-490 (4)(b) Table 9, no less than every three years, the Utility shall conduct a site visit, premises inspection and shall assess the customer the charges set forth in the rate section above.
9. When necessary, the Utility will provide notices of disconnection as required in WAC 480-110-355 (3) (a).
10. If service is disconnected, the Utility will charge the customer its current Reconnection Visit Charge as described in **Rule 6** of this tariff.
11. The Utility may immediately shut off water service if a public health emergency exists, including when a backflow is occurring, or an unprotected cross-connection with sewage or an unapproved water source exists.

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**SCHEDULE X**  
**ANCILLARY CHARGES**

<u>RULE</u>	<u>RULE DESCRIPTION</u>	<u>CHARGE</u>
Rule 5	Disconnection Visit Charge (per visit)	\$75.00
Rule 6	Reconnection Charge (per visit)	\$75.00
Rule 11	Service Visit Charge	\$75.00/hr
Rule 14	Late Payment Charge of; 2% Unpaid Balance and Minimum Charge	2% or \$6 Minimum
Rule 20	Account Set-up Charge	\$50.00
Rule 21	NSF Charge (each check)	\$25.00
Rule 22	Water Availability Letter Charge	\$50.00
Rule 24	Backflow Assembly Inspection	\$75.00/hr
Rule 28	Damage and Repair Clause	
	<i>Hourly Labor Charge</i>	Time and Materials

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