



## RULES & REGULATIONS Revised March 12, 2024

These Rules and Regulations are adopted in accordance with Article V, Section 1(4) of the By-Laws of Ames Lake Water Association (“Association”) and may be revised, amended or terminated at any time by action of the Association’s Board of Directors (“Board”).

### **1. APPLICATIONS FOR MEMBERSHIP AND SERVICE:**

Each owner of a parcel of land requesting water service shall sign the Association’s required membership application form and provide additional information applicable to the proposed service as may be requested by the Association. Credit references may be requested of applicants. Becoming a member of the Association constitutes agreement and acceptance of the Association’s Rules, Regulations, rates and charges. Members shall advise their tenants, agents, contractors and subcontractors of these rules and regulations.

### **2. MEMBERSHIP/FEES/DEPOSIT:**

Payment of one time development fees, water service and meter installation fees and mainline extension costs, if applicable, and all other fees due as a condition of receiving water service shall be paid prior to membership issuance and installation and provision of water service. A deposit may be required from new members as security for payment of water service or other charges. This deposit may also be required from existing members who fail to maintain a satisfactory payment record.

### **3. CHANGE OF OWNERSHIP:**

When a change of ownership of any parcel served by the Association occurs, advance notice of the change shall be given to the Association. The outgoing member may be held responsible for all charges until the new owner is approved as a member and a membership transfer fee and any unpaid water service billings are received. Unless an owner and buyer of a parcel served by the Association arrange for pay off of Association charges through an escrow and the Association provides to the escrow agent a written pay-off amount which is paid to the Association upon closing of the sale or transfer of the parcel, the Association may require payment of Association charges issued or accruing prior to the sale from the buyer or transferee of the parcel.

### **4. RATES AND CHARGES:**

The Association’s rates and charges are described in a fee schedule that may be adopted or amended by the Board from time to time. The rates may include amounts for employee and equipment use for services not normally rendered by the Association. If the Association incurs out-of-pocket costs in providing such services, such costs may be charged as well, along with a reasonable percentage for overhead and administration.

### **5. MEMBER’S PIPING AND EQUIPMENT:**

Members shall be responsible for all piping and equipment located on the member’s side of the water meter. Members’ plumbing shall be installed in accordance with applicable plumbing codes. The Association reserves the right to refuse or discontinue service to a member if their plumbing or equipment is in hazardous condition, is not in conformity with lawful codes and

local regulations, or when the continuation of service could jeopardize the Association's water system or degrades service to other members. It shall be the member's responsibility to provide:

- a) suitable protective equipment such as relief valves, pressure reduction valves, turnoffs, check valves, and whatever other items may be necessary to protect their plumbing and improvements,
- b) booster pumps to increase pressure if needed, and
- c) backflow prevention devices.

Members shall be solely responsible for the maintenance and safety of their plumbing and equipment and the Association shall not in any way be liable for accidents or damages occurring to the member or to third parties because of contact with or failure of any portion of a member's plumbing and equipment.

#### **6. MEMBERS' RESPONSIBILITY FOR ASSOCIATION'S PROPERTY:**

It shall be the responsibility of members to take all reasonable and proper precautions to prevent damage to the Association's property and facilities, including, but not limited to meters, water lines, water mains and appurtenances, hydrants, blow-offs, pump stations, reservoirs, fencing and gates. In the event that the Association's property or facilities are damaged due to an act or omission of a member or the member's agents or contractors, then the member shall reimburse the Association for the cost of repairs or replacements.

#### **7. RIGHT TO ACCESS:**

Members shall provide the Association's employees, agents and contractors with access to water meters for meter reading, maintenance, repairs and replacements. The Association may use reasonable means to protect its employees, agents and contractors from injury while accessing, repairing, replacing or reading meters and appurtenances. Members may be required to provide the Association with easements for Association water system facilities located upon private property.

#### **8. INTERRUPTION OF SERVICE:**

The Association will use reasonable efforts to provide an adequate supply of water for normal household use to its members. If the supply is interrupted for any cause, the Association shall not be liable for personal injuries, loss or damage that may result. The Association may temporarily suspend service for the purpose of performing maintenance or making repairs or improvements to the system. When practical, members affected will be notified in advance.

#### **9. NOTICE OF TROUBLE:**

In the event that service is interrupted or not satisfactory, or any hazardous condition pertaining to the Association's water system is discovered or known, members shall notify the Association.

#### **10. METERS:**

Except for firefighting water used by fire district personnel from hydrants, all water used by members shall be metered. Each parcel receiving water service shall have a meter. Meters will be installed by the Association in locations determined by the Association. Unauthorized connection to or use of a water service is not allowed and may cause a fine, per fee schedule, to be assessed to the member.

#### **11. METER READING:**

The Association will use reasonable efforts to read meters on a monthly basis. If, for any reason, a reading cannot be obtained for any particular period, the billing may be based on an estimated water use and reconciled, if necessary, at the next available reading.

**12. SECONDARY WATER SOURCE:**

No member shall connect their piping, plumbing or any equipment with any other water source. The Association may adopt and members shall abide by cross connection policies adopted by the Association pursuant to Washington State Dept. of Health requirements.

**13. DISCONTINUANCE OF SERVICE BY THE ASSOCIATION AND LIEN RIGHTS:**

The Association may refuse to connect or may disconnect service for violations of any of these rules and regulations: for failure to pay charges for water service when due, for failure to pay other amount due under the Association's fee schedule, for theft, for illegal diversion of water, for failure to pay any indebtedness to the Association, for failure to timely install or provide passing test of a backflow prevention device, for causing damage to the Association's water system or property or any other lawful reason. Except when public health is at risk, the Association shall provide a member with reasonable notice of a proposed disconnection of service. The disconnection of service for any of the above causes does not release the member from any obligation to pay for services received or made available and for other charges that may accrue after disconnection. In the event of non-payment of any amount due the Association, the Association shall have the right to record with the King County Dept. of Records & Elections a lien on the member's real property that receives or is designated to receive water service from the Association. This lien shall provide for recovery of a reasonable sum for attorney's fees, the cost of a title report and court costs in the event of foreclosure.

**14. EXTENSION POLICY:**

In order to receive water service, a member must extend an Association water main to the far end of the member's property at the sole cost of the member pursuant to a developer extension agreement approved by the Board; provided, however, if an extension to the far end of the member's property would result in facilities that would be a burden to or unneeded by the Association as determined by the Board in its sole discretion, the Board may grant full or partial relief from this requirement. Developer extension agreements shall contain terms and conditions to ensure the proper installation of mains pursuant to designs and specifications approved by the Association's engineer. Members may be reimbursed for an equitable portion of the cost of a main extension if another member is permitted to connect to the portion of a main installed by a member. Reimbursement agreements are subject to Board approval on a case by case basis. The Association may agree on a case by case basis, to install main extensions in which case the benefited members, as determined by the Board, shall pay the actual cost along with a reasonable percentage for overhead and administration thereof, including a factor for interest, or a charge based on a Board adopted rate in lieu of the actual cost. Costs related to responding to and reviewing a request for main extension shall be paid by the requesting party.

**15. TAX FEE:**

The amount of any tax or franchise rent/fees imposed by any municipality, county, federal, state or other governmental taxing body upon the Association or upon its property, revenue or income may be apportioned by the Board among the various classes of service furnished and shall constitute an additional charge to any amounts which may be billed to any member under any fee schedule or special contract. The amount of such fee, if imposed, shall be set forth in the Association's fee schedule.

**16. FIRE HYDRANTS:**

The use of Association fire hydrants shall be made available to fire district personnel for fighting fires. Fire hydrants shall not be otherwise used by anyone for the withdrawal of water, training or practicing fire fighting without the prior approval of the Association. UNAUTHORIZED USE OF FIRE HYDRANTS SHALL CARRY A MINIMUM FINE PER OCCURRENCE.

**17. MONTHLY BILLING:**

The Association issues billings on a monthly basis. If a member directs issuance of a billing to a tenant or third party, the member shall nevertheless be responsible for all amounts billed.

**18. MEMBERSHIP TRANSFER FEE:**

The Association will charge a fee per fee schedule for transfer of membership which is to be paid by the seller of the parcel receiving water service.

**19. SERVICE INSTALLATIONS:**

Water service connections and relocations shall be charged based on rates set forth in the Association's fee schedule or actual cost for non-standard installations. Temporary meters may be installed subject to the approval of the Association's manager for existing or new service connections. A fee shall be charged for this service.

**20. ANNUAL MEETING NOTICE:**

The Auditor's report, annual financial report and the minutes of the prior annual meeting shall be sent to the membership in the annual meeting notice.

**21. STORAGE FEE:**

A storage fee per fee schedule shall be paid by all members no later than the date of transfer of the membership. Members issued new memberships shall be required to pay a storage fee at the same time that membership fees are due.

**22. MEMBERSHIP CANCELLATION:**

In cases where delinquent charges attributable to a membership exceed the original cost of the membership, the Association may commence an internal proceeding before the Board to cancel the membership. The Association shall provide the last known holder of the membership and, if different, the current property owner (based on King County Assessor records) not less than thirty days advance notice of the proposed cancellation. Persons receiving such notice shall be entitled to present any defenses to the cancellation to the Board at a regular or special meeting of the Board. If, after the hearing, the Board orders cancellation of the membership, the membership shall revert to the Association and thereupon, all rights of the person or firm holding the membership pertaining to the Association shall cease including the right to receive water service from the Association, all delinquent charges due the Association shall be deemed satisfied and the membership shall be cancelled.

**23. METER TAMPER FEE:**

In cases where a member deliberately breaks, unlocks or turns on their water service without the permission of the Association, a fine will be imposed as set forth in the Association's fee schedule.

**24. LATE & DELINQUENT FEES:**

Failure to pay a bill when due will result in a one-time 10% fee of the unpaid amount. After ninety (90) days, delinquent interest shall be charged at 8% per annum on the entire amount due. A fee shall be charged to recover the cost of sending out delinquent notices.

**25. RIGHT OF APPEAL:**

Any Association member may appeal a disputed decision to the Board. A written appeal must be received in the Association office for placement on the agenda of the next Board of Directors meeting at least ten (10) days prior to the meeting date.

**26. CONFLICT OF INTEREST:**

A Board member is prohibited from engaging in any of the following acts:

- a) Receiving, directly or indirectly, compensation (other than normal Board fees) from the Association;
- b) Having a beneficial interest, directly or indirectly, in any contract involving the purchase or sale of goods or services from or to the Association; or
- c) Employing or using any person, property, money or credit of the Association for the benefit of himself or another.

**27. BILL ADJUSTMENTS:**

All requests for bill adjustments shall be submitted in writing to the Board for consideration. Leak adjustment requests are governed by a separately adopted Board policy.

**28. MEMBERSHIPS:**

Memberships, applications for membership and places on a membership waiting list shall be appurtenant to the parcel of land for which the application is made or the membership is issued and shall, upon application to and approval by the Association, transfer to the transferee of the parcel that is vested with record title. Memberships, applications for membership and places on a membership waiting list shall not otherwise be sold, transferred, or assigned and the Association shall have no obligation to honor any attempt to sell, transfer or assign such rights.

Notwithstanding any rule restricting or prohibiting the transfer of Association memberships, a member may voluntarily transfer a membership back to the Association on such terms and conditions as the Association and member may agree.

**29. CLASSES OF MEMBERS:**

Members of the Association shall consist of users and non-users. Users are members that have a parcel connected to Association's water system. The term "connected to" means that a meter has been installed for use by persons residing upon the parcel. Non-users are persons (and other entities) that have been issued a membership but have not been issued a water meter. The Association may charge users and non-users as set forth in the Association's fee schedule.

**30. ONE CONNECTION PER MEMBERSHIP/ ERU:**

Unless otherwise specifically agreed to in writing by the Association and duly approved by motion of the Board, a membership in the Association shall only entitle the membership holder the right to one connection for a single family residence or equivalent. One single family residence or equivalent means the average consumption of a single family residential home that is served by Association through a standard 5/8" X 3/4" or 1" water meter. The average annual water consumption by a single family residence that is connected to the Association's water system is hereby defined as an "equivalent residential unit" or "ERU." Notwithstanding the foregoing, an accessory dwelling unit that is within the physical confines of a single family home served by the Association shall be treated as part of the home.

**31. ONE MEMBERSHIP FOR EACH PARCEL SERVED AND DEFINITION OF PARCEL:**

Prior to receiving a service connection, the owner of a parcel of land eligible for service from Association must apply for a membership, execute all necessary documents and pay all fees required by the Association and be issued a membership. No more than one membership may be

issued for any one parcel, except that memberships may be applied for and reserved for parcels proposed to be created by subdivision, partition or other legal or administrative process as the Board may specifically authorize in writing. The Board shall have discretion in negotiating the terms and conditions of any such agreement. An applicant shall not be entitled to receive water service until Association approves the application and issues a membership. A parcel shall be considered as a separately identified parcel of land as recorded in a duly approved plat map or equivalent with King County.

### **32. SERVICE CONNECTIONS:**

Water received through a service connection and meter may only be used on the member's designated parcel and for the improvements and uses authorized thereon by the Association. Installation of service connections and meters shall not take place until receipt of all permits and approvals necessary to proceed with the physical improvements associated with the development.

### **33. SERVICE CONNECTION LINE AND METER SIZING, COMPONENTS, AND ADJUSTMENTS TO CHARGES BASED ON POTENTIAL SYSTEM DEMANDS:**

- a) Initial Sizing. A member requesting a service connection shall be responsible for securing the services of a registered plumber or Registered Professional Engineer for determination of required service line and meter sizing in accordance with applicable plumbing.
- b) Modifications. Any changes in land use on a parcel with a service connection that will cause an increased water system demand shall be subject to reevaluation of meter size(s) and may require the Member to apply for a modification to the existing service or additional services, including payment of additional storage and general facility charges based upon the new meter size or number of meters required to provide the service. Approval of such modification shall be in the sole discretion of the Board and subject to the Association's Rules and Regulations.

### **34. APPLICATIONS FOR MEMBERSHIPS AND WAITING LIST:**

The Association will issue memberships subject to the following:

1. Parcels eligible for water service must be located within the Association's water service area as determined the Association's Water System Plan and have an existing and actual need for water service from Association or a need that is based on development plans which the parcel owner intends to prosecute in good faith. If a parcel spans the Association's water service boundary, the Board may determine whether the parcel or a portion of the parcel is eligible for service.
2. Water service to a particular parcel is further subject to engineering, financial and legal feasibility with respect to the provision and availability of water service and any conditions of service imposed by law, regulation and the Association's comprehensive plan and rules.
3. All applications for membership and service connections shall be submitted to the Association office utilizing Association's forms and shall be accompanied by payment of all fees, complete and true information on the parcel and the improvements to be served (for non-single family applications, the information must include a description of the number of ERUs requested, the estimated size of the meter and estimated average daily use projections). In the event of applications relating to improvements other than a single family residence, a deposit to cover the Association's estimated engineering review costs that the Association expects to incur with its consulting engineer must also accompany the application. All such information is subject to verification by the Association. Fees due at the time of application are as follows: One Time Development Fees (Membership Fee,

Storage Fee, and General Facility Fee), an application fee and such other fees as the Board may adopt from time to time; provided, that if no membership is immediately available, the applicant shall only be required to pay a membership application fee to be placed on a waiting list as provided in these rules. The deposit to cover engineering review costs must be supplemented, upon demand by the Association, by the applicant from time to time if it is consumed by engineering costs. All work on the application shall cease until the deposit is supplemented. The Association may reject incomplete or inaccurate applications and applications submitted for speculative or illegitimate purposes as determined by the Board.

4. In order for the Association to issue a membership for a parcel, the application must be complete, all One Time Development Fees and the deposit must be paid, and a membership must be available for issuance to cover the ERU's proposed by the application for membership. If no such membership is available, the Association shall deny the application and the applicant may elect in writing to be placed on the Association's waiting list.
5. If the Association makes available additional memberships at a subsequent date, before considering new membership applications, the Association shall consider applicants for membership based on their respective order on the waiting list starting with the earliest application.
6. Issuance of memberships shall be on a first come, first served basis, meaning that an applicant that has fully performed the application procedures and paid all fees and deposit shall be considered for membership prior to the consideration of a subsequent application and payment. Once a membership is offered to an applicant, the applicant shall have seven (7) calendar days within which to accept the offer and to pay all applicable fees. If an applicant fails or declines to accept a membership if and when it is offered within such period, the offer shall be deemed to be rejected, the application and the applicant's place in line on the waiting list shall be cancelled, and the application shall be null and void.
7. The Association shall maintain a waiting list in the event there are insufficient memberships available to satisfy demand. The waiting list shall be maintained on a first in time, first in right basis. In order to be placed on the waiting list, an applicant must prepare, execute and submit an application for membership to the Association along with a non-refundable membership application fee.
8. Memberships, applications for membership and places on the waiting list shall be appurtenant to the parcel for which the application is made and shall, upon application to and approval by the Association, transfer to the purchaser of the parcel that is vested with record title. Memberships, applications and places on the waiting list shall not otherwise be sold, transferred or assigned and the Association shall have no obligation to honor any attempt to sell, transfer or assign such rights. In the event of cancellation, the application shall be removed from the waiting list and the applicant shall waive all rights associated with its position on the waiting list.
9. If an application for membership is withdrawn, invalidated, cancelled or voided at any time prior to the issuance of a membership, the membership application fee shall be forfeited in order to reimburse Association for its administration costs. Such fee shall also be forfeited in the event the applicant is offered a membership but declines to accept it.
10. Unless the Association has otherwise entered into contractual arrangements providing different terms, the Association may cancel a membership and refund all fees paid less the sum of ten percent (10%) of such fees, which amount shall be retained by the Association as a non-refundable administrative fee, if a member does not install the service

connection(s) and meter(s) applied for within two years from the date of issuance of the membership. The Association shall issue a written notice thirty days prior to taking such action. The member may request a hearing from the Board if it desires to contest the cancellation. After the hearing, the Board may cancel the membership unless the member shows good cause as to why it did not install the service connections and meters within such two year period and shows a credible plan to make such installations within a time to be determined by the Board, but not more than two years. If the member shows good cause and a credible plan, the Board may extend the date with respect to which the member shall install the service connections and meters for up to two additional years. The Board's determination in such matters shall be final and binding upon the member.

11. Upon cancellation of a membership, the number of ERUs associated with that membership shall automatically be deemed forfeited and waived and the former member shall have no rights to receive water from the Association.

### **35. CERTIFICATES OF WATER AVAILABILITY:**

Certificates of Water Availability (CWA) will be considered for issuance only to members owning parcels that receive or have the right to receive water service from the Association or to other owners of parcels that will be eligible to apply for membership upon development of the parcels. Requests for CWA's shall not exceed the number of ERUs reasonably intended for development by the applicant and in no event shall exceed the Association's water system capacity; provided, however, if the installation of a water main extension or other water system facilities is necessary to serve the proposed development, that requirement may be shown as a condition to service on the CWA. Specific procedures pertaining to CWA's are as follows:

1. The CWA will be valid for a period of one year, expiring automatically unless the applicant requests an extension in writing. An extension of the CWA for not more than one year may be granted by the Water System Manager subject to the following: The applicant shall advise the Association of the need for an extension at least sixty (60) days prior to the date of expiration of the CWA, and shall present to the Association true, correct and verifiable documentation of the status of each jurisdictional review process and response by the applicant to all requests for information by the land use permitting jurisdiction(s) involved. The Member shall demonstrate just cause, as determined by the Water System Manager, with respect to its need for an extension. Factors considered by the Water System Manager in whether just cause exists shall include whether the member has demonstrated diligence in designing proposed improvements and in applying for and prosecuting all necessary building and land use permits. Written documents will be necessary to prove just cause. Extensions to a CWA will not be granted for delays caused by the applicant's failure to diligently pursue the proposed project, or for purposes of speculation or selling of the project or property.
3. Upon receipt of all permits and approvals necessary to proceed with the physical improvements associated with the development, the holder of a CWA shall, within 60 days of receipt of the last permit, apply to Association for a membership and service connection, or if required, a developer extension agreement and pay all fees due for the proposed water main extension improvements at Association's rates then in effect.
4. All CWA's that expire shall become null and void and have no further force or effect. The member may have the right to reapply for a CWA if it is not subject to cancellation.