



Dear New Member,

Welcome to Ames Lake Water Association. The Association is a not-for-profit cooperative governed by a seven member Board of Directors, which is elected by 1204 members. Enclosed you will find information about your new membership. Once a year we hold an annual meeting, and all members are encouraged to attend. You will receive advance notice by mail.

Our water is pumped from deep wells within our service area and is part of the region's overall water supply. The amount we can pump from our wells is regulated by the State. Please conserve this valuable and limited resource we all share.

Points of interest for new members:

- Water meters are read once a month at the end of each month.
- You will receive a bill for the month's usage within about ten days after meter reading.
- Payments are due by the 5th of the month after you get your bill.
- **To set up for automatic withdrawals from your bank account, from your credit or debit card, or to make one-time manual payments please visit www.ameslkwater.org. If you use your bank's automatic bill payer, they will print and mail a check. Please allow 5-7 days for this process.**
- Outdoor watering can be expensive! Our billing for water consumption is on an incline block scale. This means the more water you consume, the more you pay per gallon. This is to encourage conservation. Most households use around 6,000 gallons per month for domestic use. See the enclosed fee schedule.
- A water operator is on call 24 hours a day, seven days a week for bona fide emergencies. If you have a water emergency, please call the office and you will be referred to an on-call water operator who will assist you.
- Our office is located at 27905 NE 33rd St, Redmond, WA 98053
- Office hours are Monday through Thursday 9am - 2:30pm, Friday 9am - 12:30pm.
- Mailing address: ALWA, 27905 NE 33rd St, Redmond, WA 98053
- Further information is available on our website: www.ameslkwater.org

Please complete the enclosed Water Use Data Sheet and return in the enclosed envelope as soon as possible. We cannot open your new membership without it.

If you have any questions or concerns, please call our office at (425) 222-7003

Once again, welcome to the Ames Lake Water Association!

David Hoffmann – President

Mark Freeman - Vice President

**AMES LAKE WATER ASSOCIATION
Fee Schedule Effective 04-10-2025**

RESIDENTIAL & IRRIGATION WATER USE FEE SCHEDULE:				MONTHLY FEES:	
Tier	Gallons From	To	Price per 100 gallons	BASE FEE:	
1	0	2,000	\$.11	Without Cross Connection Control:	
2	2,001	5,000	\$0.66	(Standard 5/8 x 3/4") Meter: Base 1:	\$10.35
3	5,001	7,500	\$0.76	(1" Meter): Base 2:	\$13.46
4	7,501	10,000	\$2.01	With Cross Connection Control:	
5	10,001	15,000	\$3.92	(Standard 5/8x3/4" Meter): Base 3:	\$15.53
6	15,001	Excess of	\$6.63	(1" Meter): Base 4:	\$18.63
				CIP: Capital Improvement Projects	
				AMORTIZATION:	
				DEPRECIATION:	
				Water Loss Adjustment Rate: \$0.66 per 100 gallons	

Residential Bulk Water Rate: A once per year Bulk Water Rate is available for specific large volume purchases (swimming pool, etc.) during the period of October through April. The ALWA Office (425) 222-7003 must be contacted a minimum of 7 days in advance for the Bulk Water purchase and sale is subject to Staff determination of water availability. Bulk Water at \$1.50/100 gallons.

Hydrant Use Charges: \$150.00 Permit Fee (good for 1 year). \$500 hydrant meter deposit – refundable at end of use if not damaged. Bulk Water at \$1.50/100 gallons.

TAXES: Taxes/monitoring fee on base fee and water use: 6%

BUSINESS OFFICE FEES:

Certificate of Water Availability	\$100.00 members \$250.00 Non-members
Cross Connection letters: #1 is N/C; #2 is \$25; #3 is a shut off notice and \$50.00	\$25.00/\$50.00
Delinquent interest (begins accruing on unpaid balance after 90 days)	8% per annum
Delinquent notice fee	\$25.00
Late fee (applies to current charges if not paid by due date)	10%
Membership transfer fee	\$75.00
NSF check, Debit, or ACH charge	\$50.00
Shut off notice fee (Failure to respond incurs turn off/turn on fees as well.)	\$50.00
Copy fee	\$.25/page

ONE TIME DEVELOPMENT FEES (per equivalent residential unit):

Membership	\$2,000.00
Storage	\$600.00
General Facility	\$17,857.00
Developer Extension Application Fee	\$1,000.00
Mainline extension costs per Developer Extension Agreement	

WATER SERVICE & METER INSTALLATION FEES:

Minimum Service Installation or Relocation Fee	Option A: Inspection fee when member hires a licensed and bonded contractor, provides and installs specified materials, decommissions old service line in the case of relocation, and administers project.	\$500.00
	Option B: ALWA installs or relocates service and decommissions old service if necessary. Cost plus 15%	(\$1,000 deposit required)
Meter Drop (where meter setter and box already installed) (Price the same for both 5/8x3/4 & 1" meter)		\$500.00
Meter Drop (where meter setter and box need to be installed) (Price the same for both 5/8x3/4 & 1" meter)		\$1,500.00
Water Service turn off, turn on, or special read	Normal Business Hours	\$50.00
	After Hours	\$150.00
Deliberate unlocking, or breaking into service (fine minimum)		\$500.00
Clearing around meter box (per occurrence)		\$50.00
Miscellaneous Field Service Labor per Man Hour		\$95.00/hr



27905 NE 33rd ST
Redmond, WA 98053
425-222-7003
Fax 425-222-6396

Application for Membership

Please complete the appropriate sections of this Application, PRINT, sign and return the Application back to ALWA.

By signing this Application, the applicant certifies that the information provided is complete and correct. Any finding by the Association that information is incomplete or incorrect may result in rejection of the Application.

The priority date assigned to the Application will be the date on which the Application is executed by the Association, which will be done in a timely manner after the latter of: the date upon which the Association receives all required information; the date upon which the Association has completed verification of all information. The Association will enter the priority date in the signature section at the time of execution of the Document.

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.



27905 NE 33rd ST
Redmond, WA 98053
425-222-7003
Fax 425-222-6396

I/we hereby agree to be a member of the Ames Lake Water Association (“Association”) in accordance with its bylaws and hereby agree to pay water rates and other charges as adopted and adjusted from time to time by the Association’s Board of Trustees (“Board”) and abide by the Association’s rules and regulations as they may be amended from time to time by the Board. I hereby acknowledge receipt of a copy of the Association’s bylaws, rate schedule and rules presently in effect. I hereby agree to pay a reasonable attorneys fee and costs in the event of a legal dispute or litigation regarding my failure to timely pay rates and charges to the Association or for my failure to abide by its rule and regulations. Venue and jurisdiction shall lie in King County Superior Court.

Owner 1

Signed: _____

Print Name: _____

Date: _____

Owner 2

Signed: _____

Printed Name: _____

Date: _____

AMES LAKE WATER ASSOCIATION:

Date Application received: _____

Date Application reviewed and verified: _____

Date Fees received: _____

The Ames Lake Water Association hereby accepts the Application submitted by:

For King County parcel number _____ for Membership

Executed for Ames Lake Water Association by:

Signed: _____

Print Name: _____

Executed On: _____ which date shall be the Priority Date for this Application.

DATE
Member #

United States Department of Agriculture
Rural Development Administration
WATER USE DATA SHEET
(For Ames Lake Water Association's Files)

1. PROPERTY OWNER

Name: _____
Service Address: _____

OWNER ADDRESS: _____

Phones: (Provide Two Numbers) _____

Email Addresses: _____

Employer: _____

Name Address

2. PROPERTY OCCUPANT: OWNER RENTER

Renter Name: _____ Renter Email: _____

Bill to Address: _____

Renter Home Phone: _____ Renter Cell Phone: _____

3. Parcel # or Legal Description of Meter Location (if different from service address):

4. Water Use is For:

___ Farm or Rural Residence ___ Public or Non-Profit Institution
___ Institution Installation ___ Commercial

(Check one or more of the above)

5. Do you have an indoor fire protection sprinkler system? ___ Yes ___ No

6. Do you have an irrigation system? ___ Yes ___ No

7. Do you have a well? ___ Yes ___ No

If yes: Is the well connected to the home plumbing? ___ Yes ___ No

If yes: Is this well connected to an Irrigation system? ___ Yes ___ No

If yes: Is this well connected to ALWA system? ___ Yes ___ No

8. I agree to abide by the By-Laws and Rules and Regulations of the Ames Lake Water Association, and thus pay my proportionate share of the expenses of the Water Association: www.ameslkwater.org

Signature Date

Please complete as soon as possible and return to: Ames Lake Water Association
27905 NE 33rd St.
Redmond, WA 98053

THANK YOU

**Ames Lake Water Association
Automatic Payment Authorization**

With Electronic Funds Transfer, you will receive your utility bill as an Ebill. **The payment date will be the “due date” on your billing statement, if the due date falls on a weekend or holiday payment will be drafted on the next business day. It should be noted that the due date is the 5th each month.** The amount automatically deducted from your bank account on the payment date will be the “amount due” shown on your bill.

If you have any questions, please call the Association office at 425-222-7003.

Information about you:

Customer Name: _____
Customer Account Number: _____ Phone Number: _____
Service Address _____
E-mail address* _____

***ACH customers receive their monthly bill via Ebill**

Information regarding your bank:

Bank Name (Depository) _____
Routing No (9 digits preceding account number): _____
Bank Account Number: _____
Name(s) as it appears on the account _____
(must match Customer Name above)

Payment Option:

Billed Amount Fixed Amount \$ _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

I (we) hereby authorize Ames Lake Water Association, hereinafter called ASSOCIATION, to initiate debit entries to my (our) bank account at the bank indicated above, hereinafter called DEPOSITORY. This means that the ASSOCIATION is fully authorized to automatically pay, without notice, the balance of my water bill, including penalties, fees and charges, and interest, as may be applicable, with funds from my bank account listed above during each ALWA billing cycle, on the due date of each invoice, which may vary from month to month as explained in this form. If debit entries are rejected or the Association is charged fees or costs by reason of nonpayment for any reason, I agree that all such fees and costs shall be added to my account and treated the same as charges for water. If the Association adopts reasonable rules regarding electronic funds transfer, automatic payments, or Automated Clearing House (ACH) I agree to comply with such rules.

This authorization shall remain in full effect until ASSOCIATION and DEPOSITORY have received written notice from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. ASSOCIATION may also terminate this agreement with a five-day notice to the customer.

The effective date of your electronic payment will be the next billing cycle. The ASSOCIATION does not sell or transfer to third parties Customer's confidential information contained in this form except as necessary to carry out the authorization granted hereunder. In the event of a dispute regarding this agreement, the unsuccessful party shall pay the successful party's attorney fees.

Signature

Date

Return Form by mail to: ALWA
27905 NE 33rd Street
Redmond, WA 98053

Return by email: info@ameslkwater.org

Return by Fax: 425-222-6396



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.

BY-LAWS

AMES LAKE WATER ASSOCIATION

A Consumer Owned Cooperative Incorporated April 1969

Revised 09/26/2024

ARTICLE I

Membership

Section 1] Any bona fide owner of a parcel of land within the Corporation's service area as described in the Corporation's water system comprehensive plan having a reasonable accessibility to the distribution system, and who is in need of having water supplied for a legitimate and reasonable purpose may be admitted to membership upon subscribing for and otherwise acquiring a membership certificate pursuant to these By-Laws and subject to such terms and conditions as the Board of Directors ("Board") may determine and by signing such agreements for the purchase of water and installation of water system facilities as may be required by the Corporation; provided that no person otherwise eligible shall be admitted to the Corporation if the capacity of the corporation's water system is exhausted by the needs of the existing members. Every Member shall abide by the Bylaws, rules and regulations of the corporation.

Section 2] Memberships shall be transferable. The transfer will be effective only when noted on the books of the Corporation and upon approval by the Board. When an owner of a parcel for which a membership has been issued sells the parcel or it is otherwise transferred to a new owner, the Member shall transfer their membership in the Corporation to the new owner as part of the transaction whereby a transfer of interest in said property is made, provided the transferring Member is free from indebtedness to the corporation and the Board approves.

Section 3] Voting. No Member of this Corporation shall be entitled to more than one vote at meetings of the Members although it shall be impermissible for a Member to hold more than one of the membership certificates of the Corporation. With respect to memberships in which more than one person has an interest and with respect to entity owned memberships, one person shall be designated as the Member to vote the membership. Except as required by law or these By-Laws, a majority of the Member votes cast at a meeting is required to approve a matter; except if the number of candidates for Director exceeds the number of Directors to be elected at any meeting, the Director(s) will be elected by a plurality of the votes cast.

ARTICLE II

Membership Certificates

Section 1] This Corporation shall not have capital stock, but its capital shall be represented by membership certificates. The Corporation may issue memberships in certificateless form.

Section 2] The membership certificates shall be issued to each holder of a fully paid membership and shall be numbered consecutively, in accordance with the order of issuance. Each membership shall bear or be deemed to bear on its face the following statement:

- a. This membership certificate No.____, is issued in accordance with, and subject to, the conditions and restrictions stipulated in the Articles of Incorporation, By-Laws Rules and Regulations and amendments to same of the Ames Lake Water Association and any agreement entered into with the Association relating to the issuance of this certificate.
- b. Transfers of membership certificates shall be made only upon the books of the Corporation, subject to the corporation's By-Laws and Rules, only to persons eligible to become members and only when the transferring member is free from indebtedness to the Association.

ARTICLE III

Meetings of Members

Section 1] The annual meeting of this Corporation shall be set at any convenient place, date and time in King County, Washington, by the Board of Directors.

Section 2] Special meetings of the members may be called at any time by the action of the Board of Directors or whenever a petition requesting such meeting is signed by at least ten percent of the Members and presented to the Secretary or to the Board of Directors. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3] Notice of meetings of Members of the Corporation may be given by a notice mailed to each member of record, directed to the address shown upon the books of the Corporation, at least ten [10] days prior to the meeting except as otherwise provided herein. Such a notice shall state the nature, time, place, and purpose of the meeting. Notice of Member meetings may be provided by electronic means to any Member that consents to such form of notice in writing.

Section 4] Five percent (5%) of the Members shall constitute a quorum at any meeting of the Corporation for the transaction of business. The quorum shall be established by presence in person, by proxy or voting by mail.

- a. **Voting by Mail.** Voting by mail is authorized on all matters upon which Members may vote. Voting by mail shall be on ballots in the form and manner as determined by the Board. Such ballots shall be forwarded with the notice of meeting and delivered and filed with the Secretary at or before the meeting. The presence of a Member at the meeting shall revoke the ballot cast. For purposes of a quorum the casting of a ballot by mail shall constitute presence at the meeting.
- b. **Member Proposals.** No item of business will be in order or may be acted upon at any member meeting unless the Board has included it on the ballot for the meeting. In order for an item of business or proposal to be brought before a meeting by a member, the matter must be proposed by a member and must concern an amendment to these bylaws or a matter upon which members are lawfully entitled to vote. In addition, in order for the matter to be brought or considered at an annual meeting, the Secretary must have received from the member written notice no later than forty days prior to the meeting containing a description of the proposal in reasonable detail and bear the physical signatures of at least 5% of all members as of that date. The member may also submit a concise statement (not to exceed 250 words) in favor of the proposal. The Board may submit an opposing or additional statement relating to the proposal that it may consider appropriate. Submission of any matter for voting by the members will not diminish or override the ultimate authority of the Board to manage the Corporation's affairs, except to the extent otherwise required by applicable law.
- c. **Annual Meeting Initial Letter.** At least sixty days prior to the annual membership meeting, the Board shall mail a written letter to the Members signed by the President. The letter will include the following:
 1. Significant board action during the year.
 2. Significant issues facing the Corporation.
 3. Board seats up for election.
 4. The date of the next membership meeting.

In addition, the letter shall state that any Members wishing to submit any matter for vote at the annual meeting give the Secretary a written copy of the proposal together with arguments in its favor. The letter shall further state that Members wishing to run for an expiring Board seat submit a biographical statement for inclusion in the next mailing. Material submitted by members must be received by the Secretary no later than forty days prior to the meeting.

c. Annual Meeting Notice and Report. At least fifteen days prior to the annual membership meeting, the Board shall mail to the Members a notice of meeting and report which includes the following:

1. Meeting agenda
2. Financial report
3. Statements by Board candidates
4. Message from the President
5. Message from the Manager
6. Matters presented for vote by Members, together with arguments which have been presented for and against.
7. A mail-in ballot

Section 5] Directors of this Corporation shall be elected at the annual meeting of the Members.

ARTICLE IV

Directors and Officers

Section 1] The Board shall consist of seven members, all of whom shall be individual Members of the Corporation. The terms of the Directors shall be staggered, with each Director serving a three year term.

Section 2] The Board of Directors shall meet within ten days after the first election and within ten days after the annual election of Directors and shall elect by ballot, from among themselves, a President, Vice-President, Secretary and Treasurer, each of whom shall hold office until the next annual meeting and until the election and qualification of a successor, unless sooner removed by death, resignation or for cause. The officers shall serve at the pleasure of the Board and may be removed and replacements elected as the Board may determine.

Section 3] If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, a majority of the remaining Directors, though less than a quorum shall, by majority vote, choose a successor who shall hold office until the next regular meeting of the Members of the Corporation, at which time the Members shall elect a Director for the unexpired term, provided that in the call of such regular meeting a notice of such election shall be given. If a Director is absent from three consecutive scheduled Board meetings unless by permission of the Board, the Board may declare the position vacant along with any office that the Director may hold.

Section 4] A majority of the Board shall constitute a quorum at any meeting of the Board.

Section 5] Directors may be removed from office in the following manner: Any Member may present charges against a Director by filing them in writing with the Secretary of the Corporation. The charges must be accompanied by a petition signed by ten percent of the Members of the Corporation. Such removal shall be voted on at the next regular or special meeting of the Members and shall be effective, if approved, by a vote of a majority of the Members present and Members voting by mail. The Director against whom such charges have been presented shall be informed, in writing, of such charges within five days, and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses; and the person or persons presenting such charges against him shall have the same opportunity. If the removal of a Director is approved, such action shall also vacate any other office held by the removed Director in the Corporation

Section 6] To the extent authorized by law the Corporation shall indemnify any person made a party to any proceeding by reason of the fact that such person is or was a Director or Officer of the Corporation against judgments, penalties, fines, settlements and reasonable expenses actually incurred by such person in connection with such proceeding. Such reasonable expenses may be paid or reimbursed by the Corporation in advance of the final disposition of such proceeding; provided that no such indemnity shall indemnify any such person from or on account of acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law, or from or on account of any transaction with respect to which it was finally adjudged that such person was not legally entitled. The Board may at any time, approve indemnification of any other person which the Corporation has the power to indemnify under the law. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. Such indemnity shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

ARTICLE V

Powers and Duties of Directors

Section 1] The Board, subject to restriction of law, the Articles of Incorporation, and these By-Laws, shall exercise all of the powers of the Corporation, and, without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and are hereby given, full power and authority in respect to the matters hereinafter set forth to be exercised by resolution duly adopted by the Board:

a. To approve membership applications and membership transfers; to establish distinct classes of Members and to cause to be issued appropriate certificates of membership or memberships in certificateless form.

b. To select and appoint all agents or employees of the Corporation or remove such agents or employees of the Corporation, prescribe such duties and delegate such powers as are consistent with these By-Laws, fix their compensation and pay for faithful services.

c. To borrow from any source, money, goods, or services and to make and issue notes and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.

d. To prescribe, adopt and amend, from time to time, such equitable uniform rules and regulations as, in their discretion, may be deemed essential or convenient for the conduct of the business and affairs of the Corporation and guidance and control of its Officers and employees, and to prescribe adequate penalties for the breach thereof.

e. To order, at least once each year, an audit of the books and accounts of the Corporation by a committee of at least three [3] Members selected by the membership or by a competent auditor or accountant. The report prepared by said committee or auditor or accountant shall be submitted to the Members of the Corporation.

f. To fix and alter the charges to be paid by each Member for services rendered by the Corporation to the member, and to fix and alter the method of billing, time of payment, manner of collection, and penalties for late or nonpayment of the same. The Board may establish one or more types of Members.

g. To require all Officers, agents and employees charged with responsibility for the custody of any of the funds of the Corporation to give adequate bonds, the cost thereof to be paid by the Corporation, and to provide for adequate property and liability insurance including insurance covering director and officer indemnification obligations of the Association.

h. To approve or ratify all disbursements of Corporation funds; and to select one or more banks to act as depositories of the funds of the Corporation and to determine the manner of receiving, depositing and disbursing the funds of the Corporation and the form of checks and the person or persons by whom the same shall be signed so long as at least two Board authorized Directors sign checks, to utilize electronic banking services so long as prudent internal controls as determined by the Board are in place to include issuance of electronic fund transfers by at least one Board authorized Director, with the power to change such banks and the person or persons signing or issuing such checks and transfers and the form thereof at will.

i. To levy assessments, rates and charges against the Members and memberships of the Corporation and to enforce the collection of such assessments by the any lawful means. The Board shall have the option to suspend all rights and privileges of Members holding any membership on which assessments, rates and charges have not been paid at any time after ninety days from the date the assessment was due, provided that the Corporation must give the member at least thirty days written notice at

the address of the member on the books of the Corporation, of its intention to suspend such rights and privileges if the amount due is not paid. Upon payment of the amount due, the rights, privileges and services shall immediately be returned. In addition to the foregoing, the Corporation shall have the right to cause a forfeiture of any membership for good cause.

j. To establish reserves and to invest Corporation funds as the Board of Directors deems necessary or satisfactory in checking accounts, time deposits, or certificates of deposit at banking institutions insured by the FDIC, NCUA or successor agencies and in obligations of the U. S. Treasury with maturities of ten years or less and money market funds containing only such instruments.

k. To buy, lease, hold, and exercise all privileges of ownership in and to all real or personal property as may be necessary for the conduct and operation of the business of the Corporation or incidental thereto.

l. To authorize any Officer or manager to sign any or all contracts and other instruments in writing on behalf of the Corporation.

m. To disconnect water service of any member for nonpayment of any amount due or for good cause.

ARTICLE VI

Duties of Officers

Section 1] Duties of the President. The President shall preside over all meetings of the Corporation and Board, call special meetings of the Board, perform all acts and duties usually performed by an executive and presiding officer, and sign all membership certificates and such other papers of the Corporation as may be authorized or directed by the Board. The President shall perform such other duties as may be prescribed by the Board.

Section 2] Duties of the Vice-President. In the absence or disability of the President, the Vice-President shall perform the duties of the President; provided, however, that in case of death, resignation or disability of the President, the Board may declare the office vacant and elect a successor.

Section 3] Secretary. The Secretary shall have general charge and supervision of the records of the Corporation; sign all such papers pertaining to the Corporation as may be authorized or directed to do by the Board; serve all notices required by law and by these By-Laws and make reports of all matters pertaining to this office to the Members at the annual meeting; supervise the keeping of the corporate seal and membership certificates issued and the affixture of said corporate seal to all papers so requiring; supervise the keeping of all proper membership records showing the name of each member of the Corporation, the date of issuance, sale or conveyance; supervise the making of all reports required by law and perform such other duties as may be required by the Board. Upon the election of a successor, the Secretary shall turn over all records and other property belonging to the Corporation. The Secretary shall also perform such other duties with respect to the finances of the Corporation as may be prescribed by the Board.

Section 4] Treasurer. The Treasurer shall: have general charge and supervision of the books of the Corporation; supervise the keeping of all financial records and the receipt of all revenues; supervise the making of quarterly financial reports to the Board; supervise the making of all financial reports required by law; perform such duties with respect to the finances as may be prescribed by the Board. Upon the election of a successor, the Treasurer shall turn over all books, records and other property belonging to the Corporation.

ARTICLE VII

Benefits and Duties of Members

Section 1] Each Member shall be entitled to purchase water from the Corporation pursuant to such agreements as may be authorized by the Board and for such purposes and in such amounts as the Board may determine and subject to the Rules, Regulations, policies and rates of the Corporation.

Section 2] Every Member shall be entitled to connect one residence or equivalent to the Corporation's water system with one metered service line pursuant to specifications adopted by the Board subject to payment of applicable fees and charges and Corporation's water main connection and extension requirements.

Section 3] In the event the Corporation's water supply shall be insufficient to meet all of the needs of the members, the Corporation may allocate the water available among the various Members on such basis as is deemed equitable by the Board, and may also prescribe a schedule of hours covering the use of water and require adherence thereto and take any other appropriate action as the Board may determine.

Section 4] The Board shall, from time to time, determine the approximate amount for debt repayment to the United States Department of Agriculture and other lenders and for payment of the cost of internally financed capital improvements applicable on a pro-rata basis to each member for the following calendar year or years, and the monthly rate to be charged each member for such purposes irrespective of whether any water is used, and the amount of additional charges for water and any other

services which may be supplied the Members; shall fix the dates for the payment of such charges, and shall notify each Member of the amount of such charges and the dates for the payment thereof. In order to be entitled to the delivery of water, a Member shall pay such charges at the office of the Corporation at or prior to the dates fixed by the Board. The failure to pay charges duly imposed may result in penalties, disconnection of water service or any other lawful action.

ARTICLE VIII

Section 1] All funds from whatever sources remaining at the end of the year in excess of those needed to meet current losses and expenses may, in the sole discretion of the Board, be distributed to Members in proportion to the amount of business done by them during the year or be retained for such purposes as retiring indebtedness, establishing or increasing reserves, paying costs of replacing, enlarging or expanding the Corporation's facilities, and reducing subsequent years' water rates. The Corporation will maintain reasonable records from which each Member's rights and interest in the retained funds can be determined at any time.

Section 2] Upon dissolution of the Corporation, gains from sales of appreciated assets will, to the extent required by law, be distributed to all persons who were Members during the period which the appreciated assets were owned by the Corporation in proportion to the amount of business done by those members during that period insofar as practicable.

ARTICLE IX

Amendments

Section 1] These By-Laws may be repealed or amended by a vote of a majority of the sum of 1) Members present, and 2) Members voting by mail or proxy at any annual or special meeting of the Corporation called for that purpose.