

## **Section 2**

# **General Terms, Conditions, and Policies**

### **2.1 General Provision**

#### **2.1.1 Scope**

Section 2 of this Water Code provides the General Terms, Conditions, and Policies for furnishing and receiving water service. These terms, conditions, and policies are a part of all oral or written proposals, offers, agreements, and contracts for furnishing and receiving water service relating to the District.

### **2.2 Water Service Policies**

#### **2.2.1 General**

Consistent with sound business judgment, the District shall undertake to the fullest extent to furnish water to County inhabitants who need a potable water supply.

The District will provide water service to undeveloped lots/parcels only after receipt of written notice or building permit from the local government with land use jurisdiction that the undeveloped lot/parcel is consistent with the jurisdiction's land use plan. (1350)

Water service requests for livestock watering and/or agricultural purposes may be allowed per Section 2.3.4. Such service shall not be converted to residential, commercial and/or industrial use without the prior approval of the District, which shall require the lot/parcel owner(s) to submit to the District a copy of the approved building permit for the proposed new use, issued by the local government having land use jurisdiction. Such building permit shall be considered warranty that the conversion is in compliance with the jurisdiction's approved land use plan. (1350)

The District shall execute an Agriculture Irrigation water service Agreement or Water Service Contract with an Applicant for each one inch (1") or larger irrigation service. The contract will outline the duties of the District to provide water and the duties of the Applicant in the use of the water, including a clause stating that if problems arise relating to District water source capacity or hydraulics, that water for irrigation or other non-domestic demands may be limited or discontinued, as required by the District. Water use for irrigation is recommended during, and may be limited to, "off-peak" hours of 10:00 p.m. to 5:00 a.m. each day or such hours as the District may prescribe. (1937)

#### **2.2.2 Wholesale Water Service (383)**

The District will, upon request, assist and aid local water districts and municipalities when practical.

The District will provide water supply at cost to a local municipality desiring additional or supplemental supply.

District cost for providing water supply consists of:

- Production costs and expenses at the source.
- Costs and expenses of treating, storing, and delivering the water from the source of supply to the point of delivery or meter of the utilizing system.
- Expenses incident to operating and maintaining the facilities dedicated to such services, including an equitable allocation of indirect, supervisory, and administrative, and general expense.
- Taxes or payments in lieu of taxes.
- Interest and principal payments on the indebtedness of the District properly assignable to the facilities dedicated to such service. (383)
- Allocation for renewal and replacement of the facilities when required and to pay for facility improvements. (383)

### **2.2.3 Special Contracts for Services (545)**

The Manager shall have the right, with the approval of the Commission, to fix special rates and enter into special contracts where service conditions are extraordinary and the existing rates cannot equitably be applied, provided that all such special contracts or rates shall be consistent with principles set forth in Sections 2.2.1 and 2.2.2, and that service provided by special contract shall be made available only if excess capacity in the District's distribution and source of supply facilities is available.

The District shall not sell or furnish water for the purposes of resale, except by special contract as directed and approved by the Commission.

### **2.2.4 Owner/Agent Agreement (aka Application and Agreement for Services: Landlords and Tenants)**

The District will allow tenants to assume sole financial responsibility for water service provided they have completed the necessary District requirements for initiation of service as stated in 2.4.3. If the tenant has not initiated service and there is evidence that the service is in use, the Landlord shall be responsible, and the service is subject to immediate shut-off unless such landlord has signed an agreement as indicated in this subsection.

If a tenant has not terminated service and is recognized as the responsible party for the service, the District will only terminate service for the following reasons:

- The tenant is not meeting the requirements and conditions of the District to continue service. In this case, the District will initiate termination.

- The tenant requests termination of service.
- The landlord signs an order to terminate because the tenant has not requested termination of service and no longer is a tenant of the premises, or the landlord needs the service off to protect the premises and to repair or maintain the premises. The District will not terminate service for non-payment of rent to the landlord as RCW 59.18.300 does not allow landlords to terminate utilities for non-payment of rents.
- A new tenant has indicated they are now the responsible party and meet the District's requirements for service initiation. In this case, the District will terminate service in the name of the previous tenant and immediately activate service with the new tenant.

If the Landlord wishes to remain the sole financial responsible party and not allow tenants to assume financial responsibility, the District may accommodate such requests on a case-by-case basis.

As allowed in this subsection, a contract may be entered into by any owner of rental property for the provision of uninterrupted service to such property between tenancies. The owner agrees to pay for water service charges during this period and until a tenant assumes responsibility for water service under these policies.

### **2.2.5 Movement and Relocation of Water Services (1668-95)**

A Customer may have a water service relocated at their expense, subject to standard District installation requirements. The relocated water service shall be restricted to relocation on the same lot or parcel it originally served. The Customer shall be required to pay additional system development fees if the water service with meter is increased in size. Refer to Section 4.2 for the system development fee formula. The water service taken out of service due to relocation, if left in place, shall require a system development fee at the current applicable level if reactivated.

The District may permit the movement and relocation of water services under the following conditions:

- When the continuation of a service at its present location appears unlikely to serve any useful purpose in the future or presents a hardship to the Customers, and
- When the proposed future location is on the District's water system where adequate water mains exist to properly serve the Customer requirements at that location, and
- When an amount equal to the estimated cost of removal and relocation is paid prior to relocation work and the work is authorized by a signed job order: the estimated cost shall be equivalent to a Type One or Type Two connection charge or a higher estimated amount, whichever is deemed sufficient by the District, and
- If the proposed future location is on a pipeline on which a Latecomer's Agreement is in force, an amount equal to the refund will be paid in addition to the conditions listed above.

After all work has been completed, all conditions satisfied, and all accounting completed, the Customer shall be billed for additional costs incurred over the payment(s) or refunded any unused balance. Once removed under these conditions, a service shall be considered nonexistent at the place from which it was removed.

**2.2.6 Illegal Use of Water (1876-99)**

Withdrawal of District water from a fill station non-metered connection, standpipe, or fire hydrant without a written water use contract with the District is prohibited. Illegal use will be assessed, at minimum, a basic charge equivalent to a monthly 4-inch meter charge for each month of use. Extended illegal use and consumption charges will be based on the District’s estimate of use at the current consumption charge. The District may refer this information to the local law enforcement and prosecutor’s office as appropriate.

**2.3 Installation of Water Service (1350)**

**2.3.1 Water Service Availability (1350)**

Water service will only be provided if water lines with sufficient supply are available and the site’s location where service is to be installed is contiguous to a water main, unless otherwise allowed within this Water Code per line extension requirements (see Section 6). For accuracy and record keeping purposes, the Applicant must provide building plans for cross-connection review, site plans, and onsite sewer system disposal plans. The site of the service installation must have an address assigned by the county or municipality.

**2.3.2 Meter Box Installation (1350)**

It is necessary to install the meter box at proper grade in order to make it level with existing or future sidewalks, driveways, or lawns. The property owner must have the correct grade established, located, and marked for the benefit of the District service installation crew.

**2.3.3 Installation in Unimproved Areas (1350)**

It is not desirable from a security position to install water services in unimproved areas, and in the event such a request is made, it will be necessary for the applicant to present all applicable permits and/or approvals issued by the appropriate government agency or agencies. See Sections 6.2.6, 6.5.6 and 6.6.7 for a listing of possible approvals to obtain.

**2.3.4 Other Uses (1350)**

Service for watering livestock or other animals or irrigation purposes may be allowed if the applicant provides an address from the local authorizing authority and meets other District criteria.

### **2.3.5 Installation Timing (1350)**

The application for water service and payment of fees thereof, implies the applicant is requesting the service be installed as soon as possible. The District will turn on or install the service(s) or meter(s) as soon as the District's schedule allows after the Applicant has completed the service application and paid all applicable fees and charges.

## **2.4 Activating, Disconnecting, Reactivating and Terminating Service**

### **2.4.1 Service Order or Contract**

Each Applicant desiring water service shall submit a written application and a signed application form or contract prior to service connection.

At the time of application, each Applicant shall be informed of the estimated fees and charges for obtaining service(s) per the most recent Appendix A, Rates, Fees, Charges and Deposits. Any claimed or actual failure by the District to inform the Applicant shall not, however, relieve the Applicant of any such fees or charges. Fees are adjusted annually, and the actual fee will be those in effect at the time of payment.

Large industrial or commercial contracts shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and Applicant.

### **2.4.2 Agreement**

By acceptance of service, each Applicant agrees to be subject to all current and subsequently revised District policies, rates, charges, service requirements and regulations, with or without a written application or contract.

The Applicant agrees that the District shall have the right to shut off the water service, with or without notice, for (1) repairs, extensions of the water line, (2) any operating condition requiring suspension of service, and that the District shall not be responsible for any damage due to stoppage or interruption of the water supply.

### **2.4.3 Initiation of Service**

Service will be initiated when the Applicant has met all District requirements and submitted:

- Completed application and a demonstration of credit sufficient for reasonable assurance that service bills and fees will be paid.
- Valid service and mailing address(es).
- Payments as required on delinquent accounts.
- Payment of applicable deposits and other fees.

The District will turn on or install the service(s) or meter(s) as soon as the District's schedule allows after the Applicant has completed the service application and paid all applicable fees and charges.

#### **2.4.4 Separate Service for Each Lot, Property, or Dwelling or Establishment**

Each lot, property, dwelling, or establishment is required to have a separate water service, **EXCEPT** as provided for in this subsection.

- Each multi-family residential structure may be served by either a common meter or individual meters for each unit, at the property owner's option and with the District's approval.
- Multi-family structures, commercial, industrial, institutional, or governmental Customers with facilities occupying multiple lots or structures under a single ownership may be served by either a common meter or individual meter for each structure, at the property owner's option and with the District's approval.
- Multi-tenant commercial, industrial, institutional, or governmental properties or structures may be served by either a common meter or an individual meter for each tenant, property owner's option and with the District's approval.
- A common meter may provide water service to the main residence and an accessory dwelling unit if they conform to applicable zoning and applicable Skagit County and/or city regulations.
- A common meter may provide water service to separate, non-rented, and primarily non-commercial structures on the same property if it conforms to applicable zoning and applicable Skagit County and/or city regulations.

The Applicant shall be responsible for the entire billing if common metering is used.

Customers may only provide water to additional dwellings, with prior written approval of the General Manager.

#### **2.4.5 Multiple Meters**

When a Customer's service requires application of more than one rate schedule, one meter will be installed for each applied schedule. Each meter will be billed separately unless otherwise specified in a special contract.

#### **2.4.6 Meter Removal for Inactive Connections**

The District, at its discretion, may remove the meter(s) on water service connections that remain inactive. If a customer requests renewal of an inactive service within five-years, the District will replace the meter and restore service through a turn on/reconnection charge per Appendix A, Rates, Fees, Charges and Deposits.

If a customer requests renewal of an inactive service after five-years, the District will replace the meter and restore service through a “Type One” Connection Charge per Appendix A, Rates, Fees, Charges and Deposits.

#### **2.4.7 Disconnection of Service (1285)**

Service may be disconnected for good cause, including (but not limited to):

- ◆ Violation of service requirements or regulations, rate schedules, contracts, or plumbing codes.
- ◆ Failure to pay fees or deposits.
- ◆ Theft or illegal diversion of water.
- ◆ Leaks and other unintentional water losses in a customer-owned system that are not addressed in a timely manner, and that may cause water loss or property damage.
- ◆ No one assumes responsibility for service.
- ◆ Failure to pay water charges when due.
- ◆ Failure to meet cross-connection control, installation, and maintenance requirements.
- ◆ Use of water in a manner that is detrimental to the service being rendered to other Customers as further described in Section 2.5.3.
- ◆ Indiscriminant use of water that has or may have a detrimental effect on wetlands of significance, as determined by Skagit County, and/or the failure to neutralize discharged water to protect aquatic life in the receiving water.

Service will not be disconnected for non-payment of the bill without prior **NOTICE**. The nature of the notice required and the period before disconnection for other than non-payment shall be reasonable under the circumstances with special consideration for the potential dangers to life and property.

After disconnection occurs (for other than non-payment), information concerning such action and the process for reconnection of service will be mailed to the billing address provided by the Customer.

The disconnection of service for any cause shall not release the Customer from the obligation to pay for water received, fees owed, and charges specified in this Manual or in any existing contract.

Disconnection During Appeal: (Ref. Sect. 2.8)

At the District’s discretion, disconnection of service may be by locking meter isolation valves or physical disconnection as the District may choose.

### **2.4.8 Turn On/Reconnection of Disconnected Service (1285)**

When service is disconnected for noncompliance with service requirements or regulations, nonpayment or fraudulent use, the service will not be reactivated until the situation is corrected to the District's satisfaction.

Before turn on/reconnection, the Customer will be advised of current service fees charged to all accounts if unpaid after the "Shut Off" deadline. Only authorized District personnel may initiate and turn on or reconnect service to a water service connection. Appropriate charges, as specified in Appendix A, Rates, Fees, Charges and Deposits, for turning on or reconnecting service will be assessed as applicable.

### **2.4.9 Termination of Service by a Customer**

Except as may be otherwise provided for by a special contract or agreement with the District, when a change of occupancy or of legal responsibility takes place for water service to any premise being served by the District, the Customer may terminate service by notifying the District and paying in full all amounts owed to the District to the date of discontinuance of billing. A final bill will be mailed to the forwarding address that has been provided by the customer when termination of service is completed.

The outgoing Customer is responsible for all service supplied to the date notification is received by the District. The District reserves the right to read the meter(s) for a final bill and such reading(s) may be adjusted for consumption, if any, used by subsequent Customer(s). The final reading may be estimated by mutual consent of the Customer and the District. Under some circumstances the District may, at its option, require written authorization from the Customer paying for water service before terminating such water service.

## **2.5 Service and Equipment Requirements**

### **2.5.1 Customer Facilities**

Plumbing and Equipment: The Customer shall install, own, and maintain all plumbing and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the District. The Customer's plumbing is to conform to:

- ◆ District's service requirements and regulations.
- ◆ Municipal, county, and state requirements.
- ◆ Accepted modern standards as set forth in the Uniform Plumbing Code.



### **2.5.2 Responsibility for Maintenance**

The District is responsible for maintaining its facilities and equipment to the point of delivery. The Customer owns and maintains equipment beyond the point of delivery. (See Section 2.5.1)

The District may install specialized distribution equipment, such as pressure reduction valves beyond the point of delivery in Type 6 high pressure service connections, that have ownership relinquished to the property owner after installation. The Customer is responsible for maintenance of such equipment after initial installation.

### **2.5.3 Safeguard of District Facilities**

The Customer shall provide space for and exercise proper care to protect any of the District’s facilities on the Customer’s premises. This shall include meters and other facilities installed by and remaining the property of the District. Any person knowingly and maliciously damaging or tampering with District meters and other equipment, reconnecting a previously disconnected meter to restore utility service, or tamper with any District equipment with the intent of defrauding or illegally diverting utility service shall be subject to prosecution by the District in accordance with Chapter 9A.56 RCW Theft and Robbery.

In addition, in the event of an unauthorized connection, and loss or damage to the District’s property, the District may collect from the Customer the charge for estimated unmetered water, the cost of facility repairs and replacement, including the time and expense of District personnel, administrative costs, attorneys’ fees, and other costs authorized or awarded. This charge will be in addition to the charge for estimated unmetered water.

The District may refuse or disconnect service to Customers when the District knows conditions to be defective or out of compliance with codes, regulations, or requirements. The District is not liable for loss or damage to persons or property resulting from defects or negligence of others:

- ◆ By the Customer beyond the point of delivery, or
- ◆ In the Customer’s installation, facilities, or equipment.

When an individual’s action might endanger District property or interrupt water service, prearrangements can be made for crew or service personnel to stand by. The cost for this service may be charged to the responsible party.

Should loss or damage occur to District property, the responsible party may be charged for repair or replacement cost, administrative time and expense, and estimated loss of unmetered water. However, if a District employee is at the site and approves the method and work, the charge to the Customer may be modified or waived.

### **2.5.4 Access to Premises (1744)**

The Customer is to provide District representatives with safe, clear access and entry to Customer premises for service-related work. The District's facilities must remain unobstructed and accessible at all reasonable times so the District may:

- ◆ Install, inspect, maintain, or remove District equipment or plumbing.
- ◆ Read, connect, disconnect, or inspect metering devices.
- ◆ Inspect Customer owned cross-connection control devices.
- ◆ Inspect all water facilities on the premises for cross-connections. At any time, a cross-connection is discovered, and the customer does not immediately remedy it, the District reserves the right to immediately terminate water service to the Customer until such cross-connection is removed or protected by an approved Backflow Prevention Assembly as required by the District. Such inspection shall not make the District responsible for guaranteeing the absence of cross-connections.

For locked Customer premises where District equipment is located, the Customer will allow District access with its own lock and key.

The Customer shall provide space and protection for District facilities on the Customer's premises, including meters, touch pads on outside walls and other equipment installed by and belonging to the District.

Although the Customer is responsible at all times for maintaining Customer-owned equipment, the District may inspect Customer equipment before or after service connection.

However, such inspection, or lack of inspection, shall not be construed as placing upon the District any responsibility for the condition, or maintenance of the Customer's plumbing, nor does it guarantee the absence of cross-connections in the Customer's service.

### **2.5.5 Cross-Connection Control**

Washington Administrative Code (WAC) 246-290-490 establishes the minimum requirements for public water systems to be protected from contamination via cross-connections. The District's Cross Connection Control Program Manual prescribes required cross-connection control measures and documents the District's policies that meet or exceed the minimum requirements for cross connection control. The District's Cross Connection Control Program Manual is described in Appendix F.

### **2.5.6 System Disturbances**

Water service shall not be utilized in such a manner as to cause severe disturbances or pressure fluctuations to other Customers of the District. If any Customer uses equipment that is detrimental to the service of other Customers of the District, the District may

require the Customer to install, at their own expense, equipment to control such disturbances or fluctuations.

### **2.5.7 Interruption of Service**

It is the District’s intent to provide adequate and continuous service with minimum interruption. However, the District:

- ◆ does not guarantee against occasional curtailment or failure of water service; and
- ◆ shall not be liable for resulting injury, loss, or damage; and
- ◆ shall not be considered in breach of contract for temporary service interruption.

Repairs or improvements to facilities requiring temporary service interruption will be expedited and timed to minimize Customer inconvenience. When possible, a prior notice will be mailed to the Customer, or left at the service address in a visible location, in advance of the service interruption.

If the Customer’s water service fails, the Customer shall endeavor to determine if the cause is on the District’s side or the Customer’s side of the meter.

When the District responds to a Customer call after service hours, and the problem is found to be with Customer equipment, the Customer will be notified and will be responsible for repairs.

### **2.5.8 District Representation by Employees (1626)**

No inspector, agent, or employee of the District may ask, demand, receive or accept any personal compensation for any service rendered to water consumers or other persons, in connection with supplying or furnishing water by the District. No promise, agreement, or representation of any employee or agent of the District with reference to the furnishing of water shall be binding on the District unless the same shall be in writing signed by the General Manager or authorized agents.

## **2.6 Temporary Water Service**

### **2.6.1 Short-term Water Service**

At the District’s discretion, temporary water service may be provided to accommodate special needs for water at a fixed site on a short-term basis (e.g., on-site needs for construction activities, plant establishment, or summer agricultural irrigation). Temporary water service may be provided from a fire hydrant or flushing assembly at a location specifically designated for this purpose by the District, or through an existing service connection that has not been activated. Short-term water service may be authorized for a period not exceeding six months. Time extensions may be authorized by the General Manager.

When an Applicant desires to use a fire hydrant for short-term water service at a fixed site, the following procedures apply:

- ◆ The Applicant shall obtain a Hydrant Use Permit from the District and retain a copy at the site accessing the hydrant or flushing assembly.

- ◆ Metering is required for this type of use. The Applicant shall obtain a fire hydrant meter from the District for use at that location. The Applicant will be charged for using the meter and actual water used based on the District Rate Schedule(s) in Appendix A, Rates, Fees, Charges and Deposits.
- ◆ The Applicant shall utilize only the hydrant or flushing assembly specifically designated by the Hydrant Use Permit.
- ◆ The Applicant shall obtain a placard from the District that indicates a Hydrant Use Permit has been obtained. At any time, a hydrant is being used, the Applicant shall display this placard in a prominent position clearly visible from the street. The Applicant shall not provide this placard to any other person.

## **2.7 Fire Hydrant Use**

No person shall operate or tamper with a fire hydrant connected to the District’s water system, without the express written approval of the District or, in the case of an emergency threatening life or property, the approval of an authorized representative of the appropriate fire department. In addition to the penalty established in Section 2.2.6, any person violating this provision shall pay for basic charge equivalent to a 4-inch monthly charge for each month of use and the amount of water used, as estimated by the District, and based on the applicable rate schedule.

### ***Water Services for Fire Protection***

- A. A water service for fire protection must be fitted with such fixtures only as are needed for fire protection and entirely disconnected from those used for other purposes. In no case shall any tap be made upon any pipe used for fire service purposes or any tank connected therewith, nor shall the use of any water be permitted through any fire service nor through any pipe, tanks, or other fixtures therewith connected, for any purpose except for extinguishing fire on the premises.
- B. The Customer must bear the full cost of installing fire protection lines, including service from the mains.
- C. Rates for fire protection services are provided in Appendix A, Rate, Fees, Charges and Deposits.
- D. No charge will be made for water used from fire protection service in extinguishing fire on the premises, if the owner or occupant of premises where such fire occurs gives written notice to the office of the General Manager within 10 days from the time of such fire and is attested to by a representative of the government having fire jurisdiction.
- E. In the event the General Manager determines that a Customer having a fire protection service may be using water from same in violation of paragraph (a) of this Section, a double check detector meter shall be installed on the fire-service line, without prior notice being given the Customer.
- F. Should experience after such installation show that no water was being used in violation of paragraph (a) of this section, (either through no use being registered on

the double check detector meter after installation or no increased use being registered on the regular meter after the fire line was metered) then the District shall make no charge for such installation and charges for fire protection service shall continue on the basis of paragraph (c) above as long as no use is registered.

- G. Should experience after the installation of the double check detector meter indicate that water was being used in violation of paragraph (a) of this section, then the District shall charge the Customer for the cost of such installation and a meter charge for at least two-meter reading cycles for each month of use.
- H. If the procedure outlined in the third paragraph of subsection (e) above takes place, the Customer will become liable for appropriate water charges to compensate the District for the estimated quantity of water used during the period when paragraph (a) of this section was being violated.

**No Guarantee for Fire Protection**

Notwithstanding all other provisions for fire protection, or for other metered service, including water furnished to any fire hydrant or other equipment used, or which may be used for fire protection purposes, it is understood that the District cannot guarantee any minimum quantities of water or pressure of the water to be furnished for fire protection or water service. The District shall not be liable in any manner for any loss or claim because of the quantity of water or pressure of the same furnished for fire protection.

**2.8 Dispute Resolution**

**2.8.1 Appearance before Commission**

Customers and other affected people have a right to appear before the District’s Board of Commissioners if they believe that a decision by the District was incorrect regarding:

- Termination of the delivery of water service or disconnection of the Customer; or
- Refusal to deliver water service (i.e., not connect the Customer); or
- Require the Customer to pay for water service previously delivered (i.e., transfer an outstanding balance to a new water account); or
- Require the Customer to make periodic payments in specific amounts to pay for water service previously delivered as a condition of receiving water service (i.e., require a payment plan); or
- Require the Customer to provide security as a condition of receiving water (i.e., require a security deposit); or,
- Require the Customer to pay a fee or penalty; (e.g., reconnection fee, account service fee, etc.); or
- Leak or billing adjustments; or

other issues as may be presented may have that decision reviewed by the District’s Board of Commissioners.

***Binding Decision***

The decision of the Commissioners shall be a final decision of the District.

***Appearance Request***

A request for an appearance before the Commission should include a description of both the decision to be reviewed and the relief requested. If the description and relief warrant, the District may require that the request be in writing. The Customer's request must be directed to the Board of Commissioners, General Manager or Executive Assistant at the District's office located at 1415 Freeway Drive, Mount Vernon.

***Appearance Date***

The General Manager will set the date for the appearance within ten (10) business days after the hearing request is received by General Manager. Unless otherwise indicated, the hearing will be held at the District's Mount Vernon office.

***District's Action Stayed Pending Receipt of Request for Appearance***

If a Customer:

- Informs the District that they intend to request an appearance before the Commission to review that decision; the District will stay the action which would have been taken unless to do so would cause substantial disproportionate harm to the District or its customers. The stay will remain in effect for six (6) business days or until receipt of a formal request for an appearance, whichever is earlier. Upon receipt of a formal request for an appearance the District will stay the action through the appearance absent substantial disproportionate harm.

***Performance Pending Hearing***

All obligations which are not the subject of the dispute to be decided by the Commission shall be performed by the District and/or the Customer. This shall include, in the case of a dispute over amounts to be paid, the payment of all non-disputed amounts.

***Failure to Appear***

If a Customer fails to appear before the Commission within thirty (30) minutes after the time set for the appearance, the Customer will be in default, and the Commission shall decide the disputed matter in favor of the District. If the Customer fails to appear, the Customer's request for another appearance will not be granted unless the failure to appear was caused by an emergency or because of the occurrence of an unforeseeable circumstance or event, which shall be determined by the General Manager. In such case, the subsequent appearance must be held within ten (10) business days of the original hearing.

***Continuances***

Any request for a continuance shall be made to the General Manager, which shall grant such a continuance only in the case of an emergency or because of the occurrence of an unforeseeable circumstance or event.

***Representation***

A Customer may represent themselves or may be represented by an attorney, relative, friend, or any person other than a District employee. If the Customer is to be represented by an attorney, the Customer must inform the District of that fact at the time the request for an appearance is delivered to the District, or if the services of an attorney are procured later, then as soon as such representation is arranged.

***Evidence***

The Commission may consider evidence that will assist the Commission in reaching a decision and may give effect to the rules of privileged communications (e.g., attorney/client privilege, spouse privilege, etc.) under the law. Information that is irrelevant and unduly repetitious may be excluded. Documentary evidence may be received in the form of copies or excerpts. Each party shall have the right to ask questions of persons who make statements at the appearance.

***Legal Authority***

The Commission shall apply as the first source of law District Resolutions, Code and Regulations. If District authority fails to address the situation adequately, the Commission shall resolve the issue(s) based upon the legal authority and reasoning available, including that found in the state and federal constitutions, statutes, and court decisions.

***Review of District Action***

If the dispute involves a question of whether the Customer is indebted to the District, the District must establish the Customer's obligation by a preponderance of the evidence. If the dispute involves a question of whether a District decision is inconsistent with the regulations of the District, the Customer must establish by clear cogent and convincing evidence that the District action is unreasonable and in disregard of facts and circumstances.

**2.9 Bulk Water Fill Stations****2.9.1 Conditions of Service**

Use of fill station water may be provided at the District's discretion to retail service area customers subject to availability, impact to system operations, and other relevant factors as determined by the District.

- Pursuant to the District's discretion as stated above, the District may establish an allocation program for fill station water that seeks to achieve the equitable distribution and use of such water among all customers/potential user categories.

- Customers seeking fill station water shall be required to complete and secure approval of an application for such water prepared by the District.
- Access/approval to receive fill station water may involve pre-paid debit cards issued by the District which assist in the tracking quantity of water distributed on an annual basis or it may include the use of credit cards.
- The District does not warrant water provided by fill stations after passing the meter as suitable for domestic/potable use. This condition/limitation is required by the Washington State Department of Health.
- Water provided by fill stations must be beneficially used within the District's approved WSP/CWSP service area. This Place of Use requirement/limitation is established in the District's existing water rights.
- Non-compliance with the terms/conditions of a fill station permit may result in revocation of fill station approval and/or denial of future access.
- The District shall establish a cost/rate for fill station water and the District may adjusted the cost/rate as circumstances/conditions require.
- The District may suspend or terminate access to fill station facilities if their operation is determined to compromise and/or adversely impact District water system sources, operations, facilities, and/or direct water service obligations.
- The District shall not make fill station water available for more than temporary and/or interruptible use until a fill station facility has been field tested by District staff and determined to meet District system design and operational reliability standards.
- The provision of fill station water may be provided subject to District Policy 2.5.7 Interruption of Service, other applicable District policies, and applicable state and local laws, regulations, and ordinances.