

**PARADISE ESTATES WATER DEPARTMENT, INC.
PARADISE ESTATES, ASHFORD, WASHINGTON**

**RATES, RULES AND REGULATIONS
GOVERNING THE DISTRIBUTION OF WATER
IN
PARADISE ESTATES
ASHFORD, WASHINGTON**

**By: Paradise Community Club, Inc.
PO Box 42
Ashford, WA 98304**

Ratified by PCC Board of Directors

Effective March 8, 2009

This document overrides all previous versions.

PART I: SCHEDULE OF RATES AND CHARGES

Consumption Charges:

All water over 200 ft³ used in any two-month billing period will be charged at the following rate:

\$1.50 per 100 cubic feet.

Customer Charges:

Rates from June 1, 2005 – Until Modified by PCC Board approval:

Base Rate per Lot Owned	\$16.00 per month per lot
Capitol Improvement Per Lot Owned	\$ 2.00 per lot
Water Usage Rate	\$1.50/100 cubic feet used (over 200 ft ³ /bi-monthly)
A State of Washington utility tax shall be added to each billing. (Current rate is .05029%)	

Billings:

1. Bills are sent bi-monthly during the last week of the 2nd month.
2. All bills are due by the 25th day of the following month.
3. Payments not received by the due date will be assessed a late fee per the delinquent charges schedule below.
4. Checks received after the subsequent billing cycle will not be reflected on that cycle. Statements will, in such cases, show a past due amount owed.

Delinquent Charges: Applies to balances remaining delinquent at the time of the next billing:

1. Account balances received after the due date will be subject to a 5% late fee.
2. Account balances in arrears at the time of the next billing cycle will be sent a written “Notice of Disconnect” and will be assessed an additional \$5.⁰⁰ fee.
3. Bills are the responsibility of the property owners. All water connection charges are deemed charges against the property served. Paradise Community Club, Inc. may take legal action against the property and the property owner to secure payment of unpaid charges.
4. There will be a \$35.⁰⁰ fee for all checks returned due to insufficient funds/overdrafts.

Disconnection of Service:

Persons with delinquent accounts will have 10 business days after the delivery of the “Notice of Disconnection” to pay their accounts in full. If payment has not been made after this period, water service will be scheduled to be disconnected and the below additional fees will be assessed. Upon disconnection a padlock will be placed on the meter.

Restoring Water Service Following Disconnection:

All charges and fees must be paid in full. This includes all Association Dues, Water Distribution Charges, Water Usage Charges and any other unpaid Paradise Community Club Assessments. A \$25.⁰⁰ reconnection fee will also be assessed to the account and must also be paid prior to service restoration.

It is illegal to remove or tamper with a water district meter lock. Anyone removing or tampering with a water meter lock will have their account assessed \$250.⁰⁰. If there is any damage to the meter, meter setter or lock as a result of this tampering, the responsible account will be assessed the cost of repair or replacement. Labor and materials together could exceed \$1,000.⁰⁰.

Customers may not place their personal locks on a Paradise Community Club Inc. meter. If the property owner wishes to lock off their water service, they may elect to purchase and install a lockable valve on the “house side” of the meter box.

In extreme circumstances, Paradise Community Club, Inc. may elect to disconnect illegal water service by removing the line between the meter and the main. If this is necessary, the cost of removal will be assessed to the property owner.

Water Complaints or Concerns: If a customer has a water complaint or concern, they must contact the PCC office to inform the company of their specific concern. PCC will investigate and then conduct water testing if necessary to determine cause.

PART II: RULES AND REGULATIONS

Change in Ownership or Tenancy: Notification and contact information must be provided to the PCC business office upon any change in ownership or tenancy. Billing will be sent to the property OWNER, irregardless.

Company Facilities: PCC will make all connections to its mains, furnish, install and maintain all service lines from the main to, and including, the meter and meter box.

Connection to Meter: Company personnel will connect your service to the water meter. Customers are not allowed to connect to meters or mainline unless an employee of Paradise Estates Water Department, Inc. is standing by.

Customer Service Line: The customer service line (line from meter to customer) shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. All customer service lines shall be of pipe approved by the Company and shall be kept in good repair at the expense of the customer. The Company reserves the right to determine the size, type and depth of customer service lines. Please contact the PCC business office for specifications.

Leaks: Paradise Estates Water Department is responsible for repairing leaks or problems from the “water main” to the customer property line, where the meter is located. This includes repairs to the meter, meter setter and the meter box, if not caused by property owner/guest/visitor. The property owner is responsible for the water line from the “house side” of the meter to any and all fixtures, standpipes or other onsite consumption points.

If the Paradise Estates Water Department personnel detect a leak, the property owner will be notified as soon as possible. If a leak is significant the water will be disconnected at the meter immediately. Water service may not be restored until the repair is completed. Repairs on the “house side” of the meter are the responsibility of the property owner.

Separate Trench: The customer service line shall not be laid in the same trench with drain or wastewater pipe, gas pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service, or within three (3) feet of any open excavation unless a written exception is granted by the Company.

Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer.

The Company shall not be responsible for the maintenance of, or for damage done by water escaping from, the customer service line or from any other pipe or fixture on the outlet side of the meter. The customer shall, at all times, comply with state and county regulations in reference to any pipe or fixture on the outlet side of the meter.

Prohibition on Waste of Water: All waste of water is prohibited. A customer shall keep all faucets, valves, yard hydrants, service lines and hoses in good order and condition at the customer's own expense. Sprinkling of any kind must be done prudently and is permitted, except during any period where non-essential use has been prohibited (See "*Restriction of Nonessential Use*" below).

Right to Reject: The Company may refuse to connect with any piping system or furnish water through a service already connected if such system or service is not properly installed or in acceptable condition to the Company. The Company may refuse to connect if known lead based materials, as defined in the Safe Drinking Water Act, have been used in any plumbing beyond the Company's meter. It shall be the customer's responsibility to provide the Company with any such certification which may be required to verify the absence or removal of such material.

Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use, which has been determined as technologically feasible and economically justified by the Utilities Rates Commission.

Maximum permitted water usage levels shall be as follows:

<u>Fixture</u>	<u>Maximum Water Use</u>
Showerheads	3.0 gallons/minute
Faucets	3.0 gallons/minute
Toilets	1.6 gallons/flush
Urinals	1.5 gallons/flush

Stop and Waste Valves and Check Valves: The Company requires the installation of stop and waste valves and check valves on all new or reconstructed customer service lines. The responsibility for the proper installation and maintenance of such valves shall be the customer's and at the customer's sole expense. The stop and waste valves and check valves shall be located in the service line so as to drain all of the pipes in the building, as well as the meter, and shall be easily accessible to the occupants, for their protection in enabling them to turn off the water in case of leaks, and to drain the pipes to prevent freezing.

Backflow Prevention Device: The installation of a backflow prevention device of the type approved by the Company will be required by the Company if, in the Company's opinion, such a device is needed to protect the integrity of the Company's system. The backflow prevention device shall be installed, owned and maintained by the customer at the customer's expense. The device shall be on the list of Washington State Approved Backflow Prevention Assemblies, a copy of which is located at the Company office. The location of the

backflow prevention device shall be approved by the Company. Annual testing of the Backflow prevention assembly shall be the sole responsibility of the customer. The customer must furnish to the Company a copy of the annual testing results. The annual testing shall be conducted by a certified Backflow Prevention Assembly tester approved by the Washington State Department of Health.

Pressure: If a customer needs the pressure reduced, the customer must install and maintain, at the customer's expense, a pressure regulator or valve. The pressure regulator will be installed between the meter and the point of use.

Cross-Connections: No cross-connection shall be installed or continued.

Individual Service Lines: Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's distribution main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.

Connection to Company Mains: No connection shall be made to the Company's main, or meters or detachment from them, except under the direction and control of the Company. All such connections shall be the property of the Company and shall be accessible to it and under its control.

Turn-on of Service: Water shall not be turned on by any person not an agent of the Company, except temporarily by a plumber to enable them to test their work, provided it shall be turned off immediately thereafter. No customer, unless specifically authorized to do so, shall open or close any of the Company's stop cocks or valves in any public or private line except to shut off the meter when necessary or prudent.

Company Access: An authorized agent of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water, for the purpose of reading meters, examining pipes and fixtures, observing the manner of water usage and for any other purpose which is proper and necessary in the conduct of the water company business. The identity of such agents can be validated by calling the PCC business office.

Winter Construction: The Company shall have no duty or obligation to perform any work or installation in connection with mains and/or facility construction during the months of December, January, February and March in any year. The Company may perform any work or installation during the four (4) months mentioned if, in the Company's sole judgment, conditions are suitable. If, in the Company's sole judgment, conditions are unsuitable, the Company may perform work or installation upon written request provided that the person or entity making the request agrees in such written request to pay any additional costs applicable thereto and to hold the Company harmless for any consequences that may result.

Termination by the Company: The water will be shut off by the Company, after due notice, to any customer failing to comply with the provisions of this Handbook. Service terminated for non-compliance with this Handbook will not again be turned on until satisfactory assurance is given that these rules and regulations will be complied with, and that all proper and necessary expenses incurred in shutting off, affecting any repairs, and turning on the water, are paid in full by the customer.

Service to the customer may be terminated for good cause, including, but not limited to, the following:

- * Willful or negligent waste of water through improper or imperfect pipes or fixtures, or for failure to repair identified leaks in pipes or fixtures;
- * Tampering with any service line, curb stop, meter or meter setting, or installing or maintaining cross-connections or any unauthorized connection;

- * Theft of service;
- * Failure to pay any charges accruing under this Handbook, which includes Association Dues payable to Paradise Community Club, Inc.;
- * Refusing the Company reasonable access to the property served, for purposes of installing, inspecting, reading, maintaining or removing meters.
- * Receipt by the Company of an order or notice from the Washington State Department of Health, Department of Environmental Protection, Lewis County Health Department, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of law or ordinance, or upon notice to the Company from any such authority that is has ordered an existing violation on the property to be corrected and that such order has not been complied with; or
- * Material violation of any provision of this Handbook.

Turn-on Charge: Whenever service is discontinued or terminated service shall be turned on by the Company only upon the payment by the customer of a turn-on charge and the resolution of the problem, financial or otherwise, that gave rise to the termination.

Meters: All meters shall be owned, installed and maintained by the Company and shall be accessible and subject to its control.

Requirement for Metered Service: All lots within Paradise Estates shall be metered and all lots shall pay the base rate, capitol improvement rate, any applicable utility tax, in addition to water usage.

Maintenance of Meters: Meters shall be maintained by the Company as far as ordinary wear and tear is concerned, but the customer shall be responsible to the Company for any injury to, or loss of any meter, arising out of, or caused by, the customer's negligence or carelessness, or that of his servants, employees, members of his household, or any person upon his premises under, or by, his consent. The customer shall permit no one, except an agent of the Company, to remove, inspect or tamper with the Company's meter or other property of the Company on the customer's premises.

Damage to Meters: Where damage to a meter results from the negligent or willful act of the customer, the actual cost of removing, replacing, and repairing or testing a damaged meter shall be paid by the customer.

Notification to Company of Non-Working or Damaged Meter: The customer shall notify the Company of a non-working or damaged meter as soon as the customer has knowledge of either condition. Failure to do so will result in a fine of \$100.⁰⁰ per occurrence.

Deposits: The Company will provide service without requiring a deposit but will not provide service if a customer has an unpaid balance for prior service from the Company.

Regularity of Service: The Company may, at any time, shut off water in the mains in case of accident or emergencies or for the purpose of making connections, alterations, repairs or changes, or for other reasons, and may restrict the use of water by customers to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare so requires. The Company will use all reasonable and practicable measures to give advance notification to customers to be affected by service interruptions.

Liability for Service Interruptions: The Company's liability to a customer for any loss or damage due to any interruption in supply, any excess or deficiency in the pressure, volume or supply of water, poor quality of water or other causes beyond its control due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount equal to no more than the customer charge or

minimum bill for that period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.

Responsibility for Customer Facilities: The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents. The Company shall not be held responsible for any loss or damage to plants, shrubs, flowers, grass, or any other type of landscaping that has been placed near or around the Company's meter box or lines.

Amendment of Rules and Regulations: The Company reserves the right to alter, or amend, the provisions of this handbook as deemed necessary.

PART III: WATER CONSERVATION CONTINGENCY PLAN

Restriction of Nonessential Use: If the Company is experiencing or projecting a short-term supply shortage, the Company may request voluntary conservation by both residential and nonresidential customers and may further impose mandatory conservation measures to reduce or eliminate nonessential uses of water. Nonessential uses of water include, at a minimum, the following.

1. Watering of lawns, gardens, landscape areas, trees, shrubs or other outdoor vegetation except with a hand-held hose equipped with an automatic shut-off nozzle.
2. Washing of vehicles or other equipment except with a held-held hose equipped with an automatic shut-off nozzle.
3. Washing streets, driveways, building exteriors patios or other outdoor surfaces.
4. Ornamental use, including fountains, artificial waterfalls, reflecting pools and the like.
5. Filling or topping-off of hot tubs or wading pools.
6. Pressure Washing of roofs, siding and other structures

Implementation of Voluntary Restrictions: Prior to implementation of mandatory restrictions, the Company shall first request voluntary customer conservation. Notice of voluntary conservation restrictions shall be sent to all customers or be provided by US mail or hand-delivered notices.

Imposition of Mandatory Restrictions: If voluntary cooperation does not achieve satisfactory results, mandatory restrictions will be imposed upon notice to customers. If any customer refuses to comply with such mandatory measures, the Company may either adjust the outside water valve connection in a manner which will restrict water flow by up to one-half, or otherwise restrict flow such as by the insertion of a flow restriction device.

PART IV: DEFINITIONS

The following words and phrases, when used in this Handbook, shall have the meanings assigned below unless the context clearly indicates otherwise:

Company: Paradise Community Club, Inc.

Company Service Line: The water from the distribution facilities of the Company which connects to the customer service line at the hypothetical or actual property line, including the control valve and valve box. The control valve and valve box determine the terminal point for the Company's responsibility for the street service connection.

Cross-Connection: Any pipe, valve, hose or other arrangement or device connecting the pipelines or facilities of the Company, to and with other pipes or fixtures by which any contamination might be admitted or drawn into the distribution system of the Company from lines other than the Company's.

Customer: A person or entity who is an owner or occupant of any lot within Paradise Estates.

Customer Service Line: The water line extending from the meter, property line or utility connection to a point of consumption.

Main: The pipe of a public utility system, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting water.

Meter: A device supplied by the Company for the purpose of measuring water consumption.

Public Utility: Persons or corporations owning or operating equipment or facilities in the State of Washington for distributing of water, natural gas, electrical service, etc. to the public in return for compensation.

Residential Service: Water service supplied to an individual single-family residential dwelling unit (RDU).

Short-term Supply Shortage: An emergency which causes the total water supply of the Company to be inadequate to meet current maximum system demands.