

RULES AND REGULATIONS
of the
WILDERNESS RIM ASSOCIATION
WATER SYSTEM

Effective January 26, 1993

Revised July 15, 2015

Wilderness Rim Association, herein referred to as “WRA,” shall have the following regulations to manage and maintain the WRA water system. These Rules and Regulations, herein referred to as “Regulations,” are set forth by the Board of Trustees of the Wilderness Rim Association and may be revised, amended or otherwise changed at any time by action of the Board of Trustees and shall be equally binding on all WRA members. These Regulations are subject to Washington Administrative Code (WAC) Chapter 246-290.

1.0 MEMBERSHIP:

WRA consists of the owners, herein referred to as members, of the property situated in the Plat of Wilderness Rim, as recorded in the plat records of the King County Auditor, Washington in:

- Volume 82, on pages 48, 49, and 50;
- Volume 84, on pages 95, 96, 97 and 98; and
- Volume 90, on pages 60, 61 and 62.

1.1 A member of WRA may be a water system user or water system non-user. A user is a member who is connected to the water system. A non-user is a member who has acquired a lot but is not connected to the water system.

1.2 WRA requires current contact information on all members and their Wilderness Rim tenants (if any) including but not limited to: name, address, phone numbers and email addresses. This contact information will be held in strictest confidence.

1.3 WRA shall furnish, subject to the limitations set out in these Regulations, or limitations imposed by governing authorities such quantity of water as a user member may need in connection with the use of their property as a private dwelling residence.

1.4 A member shall comply with these Regulations and pay for water and other applicable charges at such rates, time, and place as shall be determined by WRA and shall pay for any charges for non-compliance with these Regulations.

1.5 A member shall not connect any source of water to the WRA water system.

1.6 A non-user member shall pay all charges as set forth in these Regulations before connection to the water system.

2.0 CONNECTION FEE: Payment for installation of service is required with the application for new water service (New Applicant Connection Fee). Fee Schedule This amount is subject to change due to material and labor costs fluctuations and the applicant will be required to pay any additional costs.

2.1 The New Applicant Connection Fee will be held by WRA until the application is approved by the Architectural Review Committee.

3.0 BILLING: All members shall be billed uniformly according to the current Water Rate Schedule. **A copy of the current Water Rate Schedule shall accompany these Regulations.**

3.1 Bills for water charges will be issued in odd-numbered months and are due and payable on or before the printed due date. Bills will be sent only to the owner of the property.

3.1.1 Members are solely responsible for providing their valid, billing and contact information to the WRA Office.

3.1.2 Surcharges may be added to each water bill. The surcharge funds will be used to increase the water reserve fund accounts and pay for improvements to and management of the WRA Water System. Please refer to the “Fee Schedule Fee Schedule” section for the current surcharges.

3.2 A member who does not deliver full payment to WRA by to the printed due date will incur a late charge as described under the “Fee Schedule” section.

3.3 When a member has not paid all water-related charges due WRA by to the printed due date or made payment arrangements with the WRA Office, then WRA will send to the member by first class mail, electronic delivery, or deliver in person, a shut-off notice for non-payment wherein the shut-off date is specified. The shut-off date shall be no less than two (2) business days from the date the shut-off notice is issued. A disconnection notice tag fee will be charged.

3.4 Upon failure of a member to pay water-related charges due WRA by the shut-off date specified in the notice set forth in Section 3.3, then WRA will shut off water service to the member's property.

3.5 If water service has been shut off for non-payment, a charge will be imposed for restoration of service. Water service will be restored as soon as practical after the member remits to WRA the full amount for water billed, all late charges and the reconnection charge, as described in the section "Fee Schedule".

3.6 The member will be charged any costs that exceed the WRA fees to perform the shut-off, collection, and reconnection referred to in Sections 3.4 and 3.5.

3.7 Members whose water service is shut off twice in a twelve-month period shall submit a refundable deposit calculated on the average amounts of the prior three water bills before reconnection will be performed.

3.7.1 After a twelve-month satisfactory payment record, the refundable deposit will be applied to the member's account for future water charges. If a member discontinues water service while WRA is holding the member's refundable deposit, the refundable deposit will be applied as a payment to the member's account statement. Any credit balance will be refunded to the member.

3.8 A member will be charged for any check returned unpaid to WRA as described in the section "Fee Schedule."

3.8.1 Any member with checks returned unpaid to WRA twice in a twelve-month period will be required to pay by electronic funds transfer, cash, cashier's check, credit card, or money order for a period of one year.

3.9 WRA may make adjustments to members' bills and may accept partial payments at WRA's discretion. The acceptance of partial payments does not affect WRA's right to assess late charges or other fees.

4.0 TRANSFERS: A transfer charge will be applied to any membership that changes ownership. Please see the section "Fee Schedule" for the current fee.

4.1 At least fourteen days before a change of ownership of any lot connected to the WRA water system, notice of such change shall be given to the WRA Office. The outgoing member will be held responsible for all water service supplied and charges through the date of closing.

4.2 The transferring member's meter will not be read unless specifically requested. A charge will be applied for this service. If the meter is not requested to be read, the final water bill will be pro-rated based on the member's water bill history.

4.3 The failure of a member to notify WRA of a change in ownership does not exempt the new member from charges incurred by the outgoing member. All charges stay with the property and may be collected from the new member regardless of the outgoing member's responsibility. The new member may verify prior to closing that all charges and fees have been paid.

5.0 METER RELOCATION: If a meter is presently installed on a lot and the member requests the meter to be relocated meter relocation charges will apply. Please refer to the "Miscellaneous Charges" section for a schedule of fees.

5.1 METER UPGRADE: If a member requires a meter upgrade, meter upgrade charges will apply. Please refer to the "Miscellaneous Charges" section for a schedule of fees.

6.0 TAMPERING WITH EQUIPMENT: In the event a meter is intentionally damaged, unlocked or the water service is turned on without permission of WRA, a fine shall be imposed on the member of record for each occurrence.

7.0 SERVICE CHARGES: Service charges shall be the greater of the actual cost sustained by WRA to perform such services or the amount fixed by these Regulations. Service charges shall be imposed for the following items. Please refer to the "Fee Schedule" section for the current fee schedule:

- Surcharge. (Section 3.1.1)
- Collection of an account. (Section 17.0)
- Disconnection notice tag. (Section 3.3)
- Disconnecting for non-payment. (Section 3.5)

- Checking meter for accuracy by request from a member. (Section 14.1)
- Water related services not normally performed by WRA requested by a member.

8.0 MEMBER'S PIPING AND EQUIPMENT: It shall be the member's responsibility to provide protective equipment such as relief valves, pressure reduction valves, turn-off valves, check valves or other equipment which may be necessary to protect the member's equipment and property. WRA will make a good faith effort to prevent pressure failure or abnormal pressure variations but cannot guarantee that such conditions may not occur.

8.1 All piping and other equipment shall be in accordance with applicable plumbing codes.

8.2 WRA reserves the right to refuse or discontinue service to a member where:

- the member's water service equipment is in a hazardous condition;
- not in conformity with lawful codes and local regulations; or
- when the continuation of service could jeopardize the WRA water system.

8.3 The member shall be solely responsible for the maintenance and safety of their piping and equipment. WRA shall not in any way be liable for any accidents or damages occurring to the member, or to third parties because of contact with, or failure of any portion of the member's installation.

9.0 MEMBER'S RESPONSIBILITY FOR WRA PROPERTY: It shall be the responsibility of the member to take all reasonable and proper precautions to prevent damage to WRA property. This shall include meters, instruments, services, connections, mainlines, fire hydrants, water sampling stations, and any other equipment installed by and remaining the property of WRA. If WRA property is damaged because of acts of the member, or the member's agent, or anyone on the member's property with the member's permission, WRA may collect from the member the cost of the repairs and/or replacements. The dividing line between WRA property and the member's property shall be from the member's side of the water meter.

10.0 RIGHT TO ACCESS: WRA retains a minimum five-foot utility easement around all WRA equipment, including but not limited to water meters, fire hydrants, and sampling stations, in order to provide access for operations and maintenance. WRA shall have access to WRA equipment at all times for the purpose of reading meters, testing, repairing, or replacing equipment that is the property of WRA.

10.1 Access to such equipment shall not be blocked or obstructed in any way by fences, trees, shrubs, yard waste, vehicles, landscaping, etc. Members shall keep the area around meter boxes clear of trees, shrubs, weeds and debris to ensure that WRA meter readers can access the meter to obtain an accurate reading. Fences on the member's property must have cutouts designed to allow access to WRA meters or other equipment. Gates are not a substitute for a cutout for meter access. WRA agents may use any reasonable means at their discretion to protect themselves from injury while attempting to read meters or operate WRA equipment. WRA is not responsible for damage to any member's fence, structure, landscaping, or vehicle that is obstructing the utility easement while performing work on WRA equipment. Failure to provide clear access to WRA equipment may result in possible interruption of water service. Charges will be applied to the member's account if clearing of debris and vegetation is required. Please refer to the "Fee Schedule" section.

11.0 SYSTEM DISTURBANCES: No one shall utilize the water service in such a manner as to cause severe disturbances or pressure fluctuations to the water service of other members of WRA. If any member uses equipment that is detrimental to the service of other members of WRA, that member may be required to install, at their personal expense, regulative equipment to control such fluctuations. If a member, or a member's agent, causes contamination to the water service, that member will be liable for all restoration costs and any consequential damages. Charges for tampering with WRA equipment shall be applied as per the "Fee Schedule" section.

12.0 INTERRUPTION OF SERVICE: WRA will use reasonable diligence to provide an adequate and uninterrupted supply of water at normal pressure. If the supply is interrupted, WRA shall not be liable for personal injuries, loss or damage resulting from, nor will such interruption constitute breach of agreement for service.

12.1 WRA shall have the right to temporarily suspend service for the purpose of making repairs or improvements to the water system, but in such cases, when practical, those affected will be notified in advance and every effort will be made to make such interruptions as short as possible.

12.2 When a member notices low or no water pressure, or any hazardous condition is known to exist, it shall be the obligation of the member to notify WRA of such existing condition.

13.0 METER LOCATIONS: Meters will be installed by WRA where reasonable access to water mains is possible and at a point of mutual agreement between the member and WRA. Meters shall not be installed in places difficult to access or where they may be subject to damage.

13.1 It shall be the responsibility of the member, or the member's agent, to advise WRA of the member's service requirements in advance of installing any water service equipment, and to ascertain that the location is acceptable to WRA.

14.0 METER READING: Meters shall be read on every odd-numbered month on or near the 20th day of the month. WRA will, as nearly as possible, read meters on the same cycle date but a five-day variation may occur. If for any reason a reading cannot be obtained for any particular period, the water charges may be based on estimated water use which will be subject to correction. Meters must be kept clear of all debris.

14.1 A member may request their meter be checked for accuracy. The first check will be done at no charge. Subsequent requests within a 12-month period will be charged according to the current fee in the "Fee Schedule" section if the meter is functioning properly.

15.0 SECONDARY WATER SOURCE: No member shall connect their water service with that of any other water source.

16.0 DISCONTINUANCE OF SERVICE BY WRA: WRA may refuse to connect or may discontinue service for violations of any of these Rules and Regulations, for failure to pay charges for water service when due, for water service theft, for illegal diversion of water, or failure to pay for any charges due. The discontinuance of service for any of these causes does not release the member from the obligation to pay for water received or for charges specified in any existing contract or the Water Rate Schedule.

16.1 When water service is discontinued for interference, water theft, or illegal water diversion, the water service can be reconnected only under the following conditions:

- The member must pay all damages due to any interference with the water meter.
- The member must pay for all unmetered water usage and other charges.
- The member must agree to comply with reasonable requirements to protect WRA from further loss.
- The member must submit a deposit as per Section 3.7.

17.0 COLLECTION CHARGES: A member shall be liable for any and all costs incurred by WRA to collect on any unpaid water service charges that the member has incurred, including but not limited to the reasonable costs of WRA collection activities, and attorney's fees and costs.

18.0 TAX ADJUSTMENT: Any and all taxes on revenue, water usage, or other form of tax upon WRA may be apportioned by the Board of Trustees and shall constitute and an additional charge to any amounts which may be billed uniformly to all members.

19.0 FIRE HYDRANTS: The use of fire hydrants shall be made available only to fire department personnel for fire protection and training purposes, and for WRA designated water system maintenance personnel for operation and maintenance purposes. Fire hydrants shall not be used for fire fighting training without prior approval of the Board of Trustees. Fire hydrant clearance will be maintained by WRA authorized personnel. Members or non-users of fire hydrants shall only have emergency use of fire hydrants, and will be subject to charges after each emergency use. Unauthorized use of fire hydrants shall carry a minimum fine as outlined in the "Fee Schedule" section.