

**DECEPTION PARK VIEW  
COMMUNITY ASSOCIATION  
WATER SYSTEM  
SERVICE POLICIES AND  
PROCEDURES  
2026**



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**DECEPTION PARK VIEW COMMUNITY ASSOCIATION  
WATER SYSTEM  
SERVICE POLICIES AND PROCEDURES**

A RESOLUTION OF THE BOARD OF DECEPTION PARK VIEW COMMUNITY ASSOCIATION WATER SYSTEM ESTABLISHING WATER SERVICE APPLICATION, BILLING, PAYMENT, COLLECTION AND CROSS CONNECTION PROCEDURES AND POLICIES.

**A. DEFINITIONS**

“Deception Park View Community Association to be referred throughout this document, as DPVCA.

“Auxiliary Dwelling Unit (ADU)” A detached unit on a parcel with an existing unit that contains a kitchen unit (sink, appliances), sleeping area, and bathroom.

“Board” means the Board of DPVCA

“Customer” means the current owner of the parcel of land as defined by the Island County Auditor’s parcel number and as recorded with the Water System.

“Customer account” means the account maintained by the Water System for each Customer to which water service is provided by the Water System.

“Delinquency penalty” means the penalty established by the Water System by resolution under the authority granted in RCW 57.08.081.

“Delinquent sum” means any portion of a customer’s account that remains due and unpaid at the end of any payment period.

“Water System” means the DPVCA Water System, also referred to as the “Purveyor” hereinafter.

“Manager” means the duly appointed manager of the Water System as either an employee or independent contractor to perform the functions of the manager.

“Payment period” means a period of time equal to thirty (30) calendar days from and after the Water System mails bills to the Customer reflecting the sums due on the Customer’s account for water service provided.

“Shut off” means the discontinuation of service referred to in RCW 57.08.081.

“Water service” or “service” means the supply of potable water from the Water System’s system to its customer.

“Water service connection” or “Water connection” means the physical installation of the tap, fittings, pipe and other necessary appurtenances required to deliver water from the water main up to and including the meter box, meter setter and/or meter.

**B. GENERAL**

Service is provided by agreement between *DPVCA*, a government body formed by the members of DPVCA in Island County, hereinafter referred to as the Purveyor, and each owner of a single parcel of land as defined by the Island County Auditor’s parcel number, hereinafter referred to as the Customer. The form of agreement consists of the “*Application for Water Service*” to be signed by each initial Customer or “*Reapplication for Water Service*” to be signed by each new Customer for a change of ownership of the parcel of property served. A copy of the terms of the agreements,

as represented by the application form "*Application for Water Service*" is attached hereto. The Purveyor shall apply these policies equally to all customers.

The Purveyor shall accept an "*Application for Water Service*" from the customer on the condition that Customer will start construction of a dwelling unit within one (1) year. The Customer shall submit with the "*Application for Water Service*" a check or money order for the connection charges established by the Purveyor. If the Customer fails to start construction within the prescribed period, the application will be voided, and the Purveyor will refund the amount of the connection charge to the Customer without interest. No refund will be made for water rate fees and charges. Except, where circumstances are presented to the Water System Board in writing, an extension to the Application for Water Service may be granted for a period up to six (6) months.

Until the Purveyor has approval from the WA Department of Health to supply a number of equivalent single-family residential units equal to or greater than the number of platted lots within the service area, an "*Application for Water Service*" shall not be accepted for the purpose of the Customer pre-servicing a parcel. The Customer shall demonstrate intent to construct a dwelling by completing the purveyors' application process.

Upon the Purveyor's acceptance of an "*Application for Water Service*", the water rate fees and charges outlined in Section D and Section E, by resolution, hereinafter, shall be billed to the Customer.

Water shall not be conveyed by the Customer beyond the lot being served.

No person shall tamper or interfere with the Purveyor's water system, nor shall any person, except as authorized by the Purveyor, connect to or operate any pipe, valve, meter, hydrant or other part of the water system.

The Purveyor reserves the right to require any customer to install as a condition of receiving or maintaining water service a pressure reducing valve, surge tank, air gap or backflow prevention assembly, or similar devices at any location where the Purveyor determines a need to protect the Purveyor's water system from physical damage or contamination.

The supply of water to any customer is contingent upon:

- 1) The requirement that the Customer shall take all measures necessary to prevent the contamination of the plumbing system within his/her premises and the Purveyor's water distribution system that may occur from backflow from a cross connection. These measures shall include the prevention of backflow under any backpressure or back-siphonage condition, including the disruption of supply from the Purveyor's system that may occur by reason of routine system maintenance or during emergency conditions, such as a water main break.
- 2) The Customer installing, operating and maintaining at all times his/her plumbing system in compliance with the current edition of the Uniform Plumbing Code as it pertains to the prevention of contamination, prevention of water hammer, and protection from thermal expansion due to a closed system that could occur with the present or future installation of backflow preventers on the Customer's service and/or at plumbing fixtures.

The Customer shall be responsible to indemnify and hold harmless the Purveyor and its agents and employees for all contamination of the Customer's plumbing system or the Purveyor's water distribution system that results from an unprotected or inadequately protected cross connection within his/her premises. This indemnification shall pertain to all backflow conditions that may arise for the Purveyor's suspension of water supply, recognizing that an air gap separation on the customer's service pipe would otherwise be provided by the Purveyor to supply water to the Customer, and the air gap would necessitate the Customer providing adequate facilities to collect, store and pump water for his/her premises.

The Purveyor shall not be liable for damages nor will allowances be made for loss of production, sales or service in case of water pressure variations, or revisions to pressure within the system, or in case the operations of the Purveyor's sources of water supply or means of distribution fails or is curtailed, suspended or interfered with, or for any cause reasonably beyond the Purveyor's control. Such pressure variations, failure, curtailment, suspension, interruption or interference shall not be held to constitute a breach of contract on the part of the Purveyor, or in any way affect any liability for payment by the customer for rates, fees and charges due.

The Purveyor shall supply water service at a pressure equal to or greater than the level required by the WA Department of Health. Above this pressure, the Purveyor may alter the pressure supplied to the Customer as needed for the efficient design and operation of the water system.

The Purveyor shall supply water service at a pressure less than 150 psi. Should the Customer wish pressure less than that supplied by the Purveyor, the Customer shall be responsible for the installation of a pressure-reducing valve on its plumbing system.

The Customer shall not install a booster pump within its plumbing system without the express written permission of the Purveyor.

These policies apply to all Customers within the Purveyor's service area.

### **C. INSTALLATION, OWNERSHIP AND MAINTENANCE RESPONSIBILITIES**

The Purveyor shall install the service pipe, meter, and meter box for a new Customer.

The Purveyor may delay installation of a service connection until such time as the Customer's construction activities will not present a risk of damage to the Purveyor's facilities.

The Purveyor ownership of the public water system starts at the sources of supply and includes all the public water treatment, storage, and distribution facilities, and ends at the point of delivery to the Customer's water system, which begins at the downstream end of the service connection located on the public right-of-way or Purveyor held easement. The downstream end of the service connection shall be defined by the downstream connection to the meter setter or meter (where a meter setter is not utilized) inside the Purveyor's meter box. The Customer shall be responsible for the installation, maintenance, repair, and future replacement of the service pipe from the downstream connection to the meter setter to the connection to the Customer's plumbing system consisting of all piping located within the Customer's premises.

### **D. WATER RATES AND CHARGES**

Residential Rentals Billed – All water billing shall be billable to the **Homeowner only**. *The Homeowner is responsible for the water bill if payment is not made by the due date.* The rental tenant does have a right to request a copy of the water bill they are paying by coming into the Water System Office.

The Water System's most recent "*Schedule of Water Rates and Charges*" (Exhibit "A") established by resolution shall apply.

The consumption and use of all water taken from the water system shall be metered at every connection to said water system. All water taken from the system at any point or from any hydrant on temporary or permanent basis shall also be metered.

The quarterly water bill shall reflect the following for each billing period:

- Activity date (quarterly being billed)
- Customer account number
- Service address
- Total metered water consumption used with charges

- Total base rate (facilities charge)
- Miscellaneous fees and charges as described hereinafter
- All delinquency in the customer's account
- Applicable tax
- Payment due date
- Where the payment should be mailed
- Contact information

The connection fee for a 3/4" (three-fourths inch) service pipe not exceeding 60' (sixty feet) in length shall include the following per *RCW 57.08.005 (10)*:

- The pro-rata shares of the cost of the purchase, maintenance and improvement of the existing water system, based on the number of connections currently authorized by the WA Department of Health. Maintenance costs shall include all costs not associated with producing water (e.g., cost of electricity, chemicals).
- The average cost of installation of service and meter. The calculated average shall incorporate the difference in cost of short services (no crossing of road pavement) and long services (road crossing).
- Applicable tax and administration fees.

Any water connection with a service larger than 3/4 inch or longer than 60 feet shall include all additional costs for its installation. At the time of the Customer's submittal of the "*Application for Service*" the Purveyor shall estimate the additional cost. The Customer's application shall be processed upon the Customer's payment of the estimated additional cost. Upon completion of the service connection, the Purveyor shall submit a refund or bill to the Customer for the difference between the estimated cost and the actual cost of installation.

The connection fee shall be based on the Purveyor's assessment of the Customer's water demand in terms of equivalent single-family residential unit (ERU). One ERU is the amount of water assumed in the water system design for the maximum day demand (MDD). The quantity of water for one ERU shall be the amount established in the Purveyor's *Water System Plan* approved by the Washington Department of Health.

The minimum assessed MDD per customer is one (1) ERU. For multi-family and mixed-use premises, the number of ERUs assessed to a customer shall be one ERU per unit.

The Purveyor shall reassess a Customer's water demand for a change of property use or expansion of premises. The Customer with a change in occupancy or application for building permit or erecting an ADU (additional dwelling unit) shall pay an additional hook up fee per unit to connect. The Purveyor shall not give a refund for a reduction in service.

Prospective customers shall, at the time of application for service, specify the type and scale of use proposed for the service. The Purveyor's approval of a service connection as signified by the issuance to the County of a "Water Availability Form" shall be contingent upon the connection serving the use specified at the time of application. Prior to the "Water Availability Form" being signed by the Purveyor, an application for water, and all hookup fees paid first in order for the prospective customer receiving the "Water Availability Form" to submit to Island County Building and/or Health Department.

During the duration of the service, the Purveyor shall have the authority to disapprove changes in use of a service or apply restrictions or conditions to approval of a change of use necessary for proper system operation and protection of the public water system from contamination.

Separate service connections may be requested for residential fire sprinkler systems only on the same parcel. The separate fire service connection shall be equipped with a Customer installed and Water System approved backflow prevention assembly. The connection fee shall include the actual cost of installation plus the administration overhead charges set forth in Section D and Section E.

The fee for the Purveyor to install a backflow prevention assembly on the Purveyor's service pipe to isolate the Customer's premises shall include the actual cost of installation plus the administration overhead charges set forth in Section D and Section E. Once installed, a quarterly maintenance fee per the "*Schedule of Water Rates and Charges*" shall be assessed to the Customer for the Purveyor's annual testing, inspection, maintenance, repair and future replacement of the assembly in accordance with WAC 246-290-490.

The Purveyor shall submit the water bill to the Customer (owner of the property obtaining water).

#### **E. MISCELLANEOUS FEES, CHARGES AND ASSESSMENTS**

An administration charge per the "*Schedule of Water Rates and Charges*" (Exhibit "A") shall be assessed to each bill issued with delinquent fees or charges. *Per RCW 57.08.081 (3)*

In the event the Purveyor terminates water service because of a delinquent billing, the fee for reinstatement shall include an administrative fee per "*Schedule of Water Rates and Charges*" (Exhibit "A").

For accounts that are repeatedly delinquent, the Water System may require a deposit before reinstatement equal to the current quarterly Base Rate to be deposited in the Water System's Account. When such time the Customer demonstrates a one-year history of timely payments, the held deposit shall be credited to the Customer's water account. The Water System shall retain any interest earned in the funds deposited.

An interest rate of ten percent (10%) per annum shall be assessed to any delinquent amount. *Per RCW 57-08-081 (3)*

An administration charge per the "*Schedule of Water Rates and Charges*" (Exhibit "A") shall be charged for any dishonored check received by the Purveyor in payment of water bill or other debt owed to the Purveyor. Any payment of the debt shall be reversed in the Purveyor's accounts.

In each quarterly billing period, the Customer may obtain one scheduled turn-on and shut off of service at the meter during normal working hours at no cost, provided at least twenty-four (24) hour written notice is given to the Purveyor. The Customer shall be billed the after-hour rate for a service call for all other shut-off and turn-on of service within the annual period.

The per hour rate for after hour service calls requested by the Customer for water meter shut off due to problems on the Customer side of the water meter shall be per the "*Schedule of Water Rates and Charges*" (Exhibit "A").

After-hours is considered to include:

- Before 7:30 (seven-thirty) a.m. and after 4:30 (four-thirty) p.m. Monday through Friday
- Weekends and holidays.

A title **transfer fee** shall be charged per the "*Schedule of Water Rates and Charges*" (Exhibit "A") for a change of ownership of property to a new owner. This fee shall be reported to the Escrow Company and payable to Deception Park View Community Association Water System upon the Escrow closing date. Accounts owing upon closing of a sale, shall be paid in full. If an outstanding balance is not paid in full at closing, the amount due shall follow the property and be charged to the property sold.

The Customer may request a check of the calibration of their meter. If the meter is found to be within the accuracy limits established by American Water Works Association standards (e.g., for displacement type meters at 10gpm: 95 to 101% of volume), a fee of seventy-five dollars (**\$75.00**) will be assessed to the Customer. For the same meter, for any subsequent request for a check of meter calibration within a one-year period, a seventy-five-dollar (**\$75.00**) deposit will be required. This deposit will be refunded if the meter is found outside of the previously noted accuracy range.

If the meter is found to be outside of the accuracy limits, an estimate will be made of any overcharge to the Customer, and a credit for the previous two-month period will be applied to the next water billing. No assessment will be made to the Customer for under recording of water usage.

If a meter is obstructed or unreadable due to any action by the Customer, such as but not limited to, parking a vehicle over the meter box or encroachment of the Customer's landscaping, the Purveyor shall charge a fifty dollar (\$50.00) fee to clear the meter if possible.

The administration overhead charge shall be ten percent (10%) and shall be added to the cost of work done "at cost" on behalf of the Customer or others (e.g., other utility), including but not limited to the relocation of services or meter boxes and extension of water mains.

For the cost of work billed to the Customer with an estimated value over twenty thousand (\$20,000), the Purveyor may determine the applicable administration overhead charge as part of the agreement to perform the work.

## **F. CUSTOMER LEAK RELIEF**

A leak is an unintentional water loss caused by broken and/or malfunctioning plumbing fixtures or pipes at a residence or commercial building.

It is accepted water practice in the United States, and the policy of the Water System, that the customer is responsible for the proper provision, monitoring, operation, maintenance, repair and replacement of all water service lines and components of the customer's water system on the customer's side of the water meter. This includes leakage. A customer who has a leak on the customer's side of the water meter or who is seeking a leak adjustment should realize that a water leak allowing drinking water to escape is wasteful and a potential public health hazard. Any customer who has a leak on the customer's side of the water meter or who is seeking an adjustment of water charges for leaks shall be treated in accordance with this policy.

The customer's responsibility is to monitor higher than expected usage as reflected on their customer water bill. Higher than expected usage must be investigated by the customer and any leaks promptly repaired by the customer.

A customer who has observed or has actual knowledge of a leak on the customer's side of the water meter is required to promptly repair the leak (a) as a pre-condition of the Water System's consideration of a request for a leak adjustment and (b) to avoid termination of water service until the repair of leak is done.

Adjustment of Bills for Loss of Water – A leak adjustment may occur only after all leaks have been repaired and verified with the Water Systems operations department staff. Once this has been done a leak adjustment may be granted when ALL of the following conditions are present:

- (a) DPVCA's notification to a ratepayer or water user may include, but not be limited to, a billing statement, a postcard delivered to the owner or occupant, a courtesy phone call or a notice left at the property by a door hanger.
- (b) Once the leak or water loss has been determined, upon written request from the consumer or rate payer either by mail or electronically, the consumer may request an adjustment of his/her water bill as long as it is supported by how the nature and location of the leak, a copy with date of the repair bill, or a plumber's Affidavit or other appropriate documentation showing the description of the repair work performed. Adjustment to such consumer's bill may be requested in the case of loss of water due to circumstances beyond the reasonable control of such consumers, such as a mechanical malfunction, blind leak, unexplained water loss or other unusual or emergency conditions. Adjustments shall not be made for faucet leaks.
- (c) A determination of whether an adjustment is granted shall be presented by the Treasurer (or his/her designee) to the Board of Directors at their regular scheduled monthly meeting.

The decision by the Board of Directors shall be final. In making the determination, the Water System Board of Directors may consider the cause of water loss, the consumer's opportunity, if any, to detect it, any negligence or fault of the consumer in connection therewith, and the promptness with which the water loss was discovered, stopped and made repairs.

(d) The adjusted consumer's bill shall be calculated as follows:

- (1) The Water System shall credit the customer's account by one-half (1/2) of the quantity charge for the excess **use** subject to the following conditions.
  - a. The Water System after investigation shall find all of the following:
    - (i) The meter was operating accurately.
    - (ii) There was no evidence that excessive use was due to the intentional or negligent act of the customer.
    - (iii) After being notified by the Water System via billing, letter, door hanger, or by any other means, the customer took prompt and reasonable action to ascertain the cause of the excessive use and to correct it.
    - (iv) The customer took corrective action within forty-eight (48) hours of discovering or being notified of a leak, pursuant to RCW chapter 57 and provides the Water System with proof of repair within thirty (30) days from the billing date for the period which the water loss occurred.
  - b. The amount of water loss shall be determined by the Water System. The average measured quantity delivered during the same billing period of periods in the preceding two (2) years will be used when available and representative of the customer's normal use.
  - c. No adjustment shall be made for a charge or a surcharge which is not based on the quantity of water delivered.
  - d. Water loss adjustments will be limited to two (2) billing periods and will also be limited to one (1) adjustment within a 5-year period. The fifth year period begins the first year of the billing period following the last billing period for which the water loss adjustment was prepared.
- (2) The customer shall be responsible for payment of one-half (1/2) of the calculated water loss at the appropriate tier one rate. Water consumption not subject to the water loss calculation shall be billed at the appropriate tier and tier rate.
- (3) However, no adjustments will be granted where any of the following situations exist:
  - a. Usage above the customers' average monthly consumption is due to seasonal usage such a watering of sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
  - b. Leak was caused by a third party from whom the customer can recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage, unoccupied or vacant properties.
  - c. When the leak continues for three (3) or more months, there will not be an adjustment for the third or subsequent months.
  - d. The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a Water System staff member and that action results in loss of water.

Leaks discovered on vacant homes may be shut off at the meter immediately and a notice will be hung on the door of the vacant home explaining reason for shut off. The Water System shall not be held responsible for shutting off or failing to shut off a leaking service to a vacant home and/or not notifying a Customer of a suspected leak.

Any Customer failing to repair leaks within thirty (30) days of receipt of written notification of

such leaks, the Water System may have the water shut off or may restrict the flow to the Customer by partly closing a service valve, installing a restriction fitting, or other means without further notice until such leak is repaired.

#### **G. BILLING PERIOD, PERIOD OF DELINQUENCY AND TERMINATION OF SERVICE**

The Purveyor shall bill Customers for water service on a quarterly basis with the first cycle period beginning in July and ending in June of each year. The bill shall cover a reading period of approximately three (3) months preceding the end of the quarterly period, except for an initial or final bill to any Customer. Each bill shall state the due date. Payment of water bills and other debts owed to the Purveyor shall be made to the Purveyor's business address only. Delivery of payment shall be made by mail or by courier service unless specified by the Accountant/Administrator for payment drop-off.

All water billing shall be delinquent if not paid within ten (10) days from the date of billing. In the event that a water billing shall become delinquent, the Purveyor shall issue the following notices to the Customer:

- 1) The first notice shall be issued within thirty (30) days after the water bill has become delinquent.
- 2) A second notice shall be issued forty-five (45) days after the water bill has become delinquent. The second notice shall state that the Purveyor terminated the water service. Water shall not be restored until the bill is paid in full.

Water billing shall be considered delinquent if not paid in full when due and owing, including all penalties and interest charges assessed pursuant to Section D and Section E.

Said notices shall be deemed delivered on the date the Purveyor hand delivers the notice (this allows for the tenant to also be notified if the premises are being rented). The Purveyor shall have no obligation to provide notice of delinquency and termination of water service to any person occupying or renting the Customer's property. Notwithstanding the aforesaid, the delivery of a shut-off notice utilizing a door hanger placed on the front door of the dwelling occupying the Customer's premises shall constitute notice to the Customer issued on the date of delivery.

The Customer notified of the pending shutoff of service for delinquency in payment of a debt owed to the Purveyor may submit a written appeal prior to two (2) working days before the date stated for shutoff of service. The appeal shall be sent by registered mail or by courier service to the Purveyor's business address. The appeal shall set forth the reasons the Customer disputing the delinquent billing or state the reasons for requesting additional time to pay the bill. The appeal shall be reviewed and a ruling issued at the next regularly scheduled meeting of the Board. Should the Board's ruling reaffirm the shutoff, water may be shut off without further notice.

After the first notice of pending shutoff of service, the Purveyor may deliver subsequent shut-off notices, or after shutoff of service, a notice that service has been shutoff using a door hanger envelope. Such practice of providing these notifications shall not constitute an obligation on the part of the Purveyor.

For undue hardship for a Customer, the Board may extend the period for payment of a delinquent water billing and/or other debts owed to the purveyor for a period of up to ninety (90) calendar days. With any extension of time for payment, the Customer's bill shall accrue interest and other charges pursuant to Section D and Section E.

Any correction in the Customer's account due to errors or omission by the Purveyor may be made within one (1) year of the issuance of a water bill. The Purveyor shall make a refund or assess the Customer for the difference, including refunding any assessed interest or administrative charges.

If the Purveyor terminates water service because of delinquent billing, water service shall be

reinstated at the Purveyor's convenience but not until such time as the delinquent bill plus fees and charges assessed pursuant to Section D and Section E, have been paid in their entirety.

If the Purveyor terminates water service because of delinquent billing by padlocking the service meter and if the Customer should remove or cut the padlock, the customer will be charged one hundred dollars (\$100.00), twenty-five (\$25.00) for the padlock and seventy-five (\$75.00) for tampering with the service. Criminal Action could be charged to the customer if the Purveyor feels it to be necessary.

All delinquent billings and costs related to the termination of service, including, but not limited to the removal of the water meter, shall become a lien upon the real property served; per RCW, 57.08.081 (3) after the Purveyor certifies such delinquency to the County Auditor. The said lien shall be in accordance with and foreclosed in the manner set forth in the Revised Code of Washington. In the event of foreclosure of lien, the person and/or real property against whom the foreclosure occurs shall pay the Purveyor's reasonable attorney's fee and court costs for the foreclosure, as allowed by law. Costs for the lien shall be charged per the "*Schedule of Water Rates and Charges*". Per RCW 57.08.081 (4)

The Customer acknowledges the right of the Purveyor to discontinue water supply within seventy-two (72) hours of giving notice, or a lesser period of time if required to protect the public health, in the Purveyor's effort to contain a contaminant or pollutant that is detected in the customer's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service the Purveyor may install a reduced pressure backflow assembly (RPBA) on its service pipe to provide premises isolation, and recover all its costs for the installation and subsequent maintenance and repair of the assembly, appurtenances and enclosure from the Customer as fees and charges for water. The failure of the Customer to pay these fees and charges may result in termination of service in accordance with the Purveyor's water billing policies.

## **H. SUPPLY TO SUBDIVIDED PROPERTY/EXPANSION OF SERVICE AREA**

No service shall be provided to Customers outside the service area without the Water System first obtaining:

- A revised Service Area Agreement approved by Island County.
- WA Department of Ecology approval of a change in water rights to cover the additional area of service, and if necessary, new water rights to supply the additional Customers.
- WA Department of Health approval of an update or minor revision to the Water System's *Water System Plan*.

No service shall be provided to lots created within the service area by the subdivision of property without the Water System first obtaining WA Department of Health approval of an update or minor revision to the Water System's *Water System Plan*.

Water shall not be supplied to an adjacent public water system (i.e., through a system intertie), except for temporary supply in an emergency, without the Water System obtaining:

- A revised Service Area Agreement with Island County.
- WA Department of Ecology approval of a change in water rights to cover the additional area of service, and if necessary, new water rights to supply the additional Customers.
- WA Department of Health approval of an update or minor revision to the Water System's *Water System Plan*.

Service shall not be provided to lots outside the service area or additional lots created through subdivision of parcels inside the service area without the Water System establishing the adequacy of supply for the existing vacant lots within the service area. The adequacy of supply for the

existing platted lots and proposed additional lots shall be established through the number of connections (ERUs) the WA Department of Health authorizes the Water System to supply. All costs for the expansion of service area or supply of subdivided parcels within the service area shall be borne by the applicant for service to the proposed newly created Customers. The costs shall include, but are not limited to the following:

1. Extension of water main(s) to the new Customers.
2. Construction of additional or upgrading of existing:
  - a. Source(s) of supply (i.e., wells).
  - b. Reservoir(s).
  - c. Booster pump station(s).
3. Engineering, surveying and legal costs associated with construction of facilities necessary for serving additional connections, including the preparation of project report and water system plan documents.
4. Regulatory agency fees and charges.
5. Applicable administration overhead charges as set forth in Section D and Section E.

The Water System (not the applicant for service) shall prepare and make all submissions to regulatory authorities for approval to supply additional customers.

Prior to any review by the Water System of a proposed expansion of the service area or supply of subdivided parcels, the applicant shall enter into a written agreement to bear the costs noted above. The customer shall pay a deposit to the Water System in the amount estimated by the Water System for the review of the application, including the cost of professional fees, and submissions of documents to regulatory authorities.

Any cost paid by the applicant for the Water System for the review and submission to regulatory authorities shall not be refunded to the applicant should the regulatory approval for the Water System be denied or otherwise restricted, or the applicant's project is canceled, modified, or denied by the County or other administrative authority having jurisdiction.

## **I. SIZE AND LOCATION OF SERVICE AND METER**

Water meter and service sizes shall conform to those prescribed by the American Water Works Association in the most current edition of "Sizing Water Service Mains & Meters" (AWWA M22), as published from time to time, with any interpretations of those standards to be made by the Water System. Regardless of type or use of service pipe and meter size, the Water System has the authority to modify the size of the meter or service pipe throughout the duration of a service. The meter should be sized based on considerations of volume and rate of water use, fire safety, existing equipment requirements and other relevant criteria.

Unless otherwise approved by the Water System, the service pipe shall be installed perpendicular to the water main in the street or Water System owned easement.

The service pipe and water meter shall not be installed within the Customer's driveway or entrance sidewalk or behind any fencing or landscaping that restricts the Water System's reading or maintenance of the meter and/or maintenance of the service pipe.

## **J. INSTALLATION STANDARDS**

Water mains and services shall be installed in accordance with the Water System's Standard Plans and Specifications included in the Water System's *Water System Plan* approved by the WA Department of Health.

## **K. USE OF FIRE HYDRANTS**

With prior approval of the Water System, water for construction may be obtained from designated fire hydrants provided the following equipment is provided and maintained by the applicant for

water:

- Water meter of a type approved by the Water System.
- Backflow prevention assembly of a type approved by the Water System and tested by a WA Department of Health certified backflow assembly tester (BAT) to demonstrate performance of the assembly.

Approval of the use of a hydrant for construction water, or other purposes not related to firefighting, shall be at the sole discretion of the Water System. A 24-hour pre-notice of requesting hydrant use will be through Application for water use for construction or any use not related to firefighting shall be made on a form provided by the Water System that sets forth the conditions for Water System's approval of the use of the hydrant.

To protect the Water System from water hammering or any other problems that may occur during the fire hydrant use, it is mandatory that a Water System staff member must always be on site during the usage of the hydrant and their time shall be compensated from the person(s) requesting the use of the hydrant, except in a fire emergency.

Also, any water usage through the fire hydrant shall be metered and the person(s) requesting the fire hydrant usage shall compensate DPVCA for the water at the rate stated on the application for Fire Hydrant use. Illegal Use or Tampering of Fire Hydrant shall carry a fine in the amount listed on Exhibit "A".

#### **L. WATER CONSERVATION**

To respond to drought or emergency conditions, the Water System may impose temporary water conservation measures that include, but are not limited to the following:

- Additional water commodity charges (i.e., surcharge for high usage).
- Odd/even day or other lawn water restrictions.
- Ban on lawn watering and washing vehicles.

#### **M. INCONSISTENT PRIOR POLICIES AND PROCEDURES SUPERSEDED**

All existing Water System resolutions, policies and procedures are hereby modified, amended, and superseded to be in accordance with the policies and procedures set forth below.

#### **N. EFFECTIVE DATE**

This resolution and the policies and procedures set forth herein shall be effective on the date set forth below.

APPROVED AND ADOPTED THIS **10TH DAY OF JANUARY 2026.**

**Exhibit “A” Schedule of Water Rates and Charges - 2026**  
***Deception Park View Community Association Water System***

Water System (DPVCA) water rates and charges for the year 2026 and beyond. *The Rates were approved and adopted by the DPVCA Board of Directors at an open Board meeting held January 10, 2026.*

**Base Rates** – Quarterly (every 3 months) – \$150.00

**ADU (Auxiliary Dwelling Unit) Rates** – Quarterly (every 3 months) – \$150.00

**Water Usage Charge Rates:**

|                          |          |            |
|--------------------------|----------|------------|
| Base Rate:               | \$150.00 |            |
| 0 to 18,000 Gallons      | \$0.001  | Per Gallon |
| 18,001 to 36,000 Gallons | \$0.003  | Per Gallon |
| 36,001 and up Gallons    | \$0.010  | Per Gallon |

***Water Consumption tax on usage: 0.0%***

**Quarterly Billing Periods:**

|                                |                |                  |
|--------------------------------|----------------|------------------|
| July thru September Activity   | Billed October | Due October 31st |
| October thru December Activity | Billed January | Due January 31st |
| January thru March Activity    | Billed April   | Due April 30th   |
| April thru June Activity       | Billed July    | Due July 31st    |

**Water and Meter Hook-up Fee** – \$15,000.00 per share and then \$5,000.00 for ADU (additional dwelling unit) plus meter installation costs

**Late Fees (Past Due Accounts):**

- 10 - Days Past Due: \$15.00 Penalty
- 30 - Days Past Due: \$50.00 Impending Disconnection Delivered to Residence
- 45 - Days Past Due: \$75.00 Disconnection Notice Delivered to Property Residence
- 60 - Days Past Due: \$75.00 Penalty
- 90 - Days Past Due: \$100 Penalty + 10% interest/month+ Cost of Lien
- Full Balance Paid: \$100.00 Water Service Re-connection

Administration Fees Outside of Scope of Work – \$25.00 per hour

Certified Mail Fee – \$15.00 plus cost of Postage

Fire Hydrant Tampering – \$1,500.00 plus cost of repairs

Meter Calibration – \$75.00 (if requested by the Customer and meter is accurate)

Meter Tampering or Illegal Cross Connection – \$500.00

Padlock Tampering – \$100 (\$25 for padlock and \$75 for tampering)

Lien Filing Fee – \$250.00 (Plus Administration Fee & cost of Lien Filing Fee)

Lien Release Fee – \$250.00 (Plus Administration Fee & cost of Lien Release Fee)

Title Transfer Fee – \$75.00 per lot per transaction – In/out

Non-Sufficient Funds Fee – Cover the bank and/or credit card fee charged to the Association

Obstructed Access or Un-Readable Meter – \$50 charge to access (covered/buried/blocked)

Administrative Fee for Paper Statements - \$2.50 (beginning January 2027)

Administrative Fee for Processing Mailed Payments (checks/cash) - \$2.50 (beginning January 2027)