



COLE POINT ASSOCIATION

WATER SERVICE STANDARD RULES

Approved by the Board: February 16, 2026

Signature Page

WATER SERVICE STANDARD RULES

Rule 1 - Schedules and Conditions.

The schedules and conditions specified in this tariff for water service are subject to change. The amount of water to be furnished shall be subject to the capacity available from existing well(s) or other sources of supply of the Cole Point Association ("Association"),

Rule 2 - Supply and Use of Service.

Service will be supplied only under and pursuant to these rules and any modifications or additions thereto lawfully made, and under such applicable rate schedule(s) as may from time to time be lawfully fixed. Service will be supplied only to those members who secure their source of water from the Association unless otherwise provided under appropriate contract, Water service shall be used only for the purpose specified in the applicable rate schedule(s). A member shall not sell, or permit others to use such service, except when expressly authorized to do so under appropriate contract with written approval of the Association.

Rule 3 - Application and Agreement for Service.

Each prospective member desiring water service will be required to sign the Association's standard form of application before such service is supplied to their property and shall be referred to as the member.

An application for service shall be deemed to be a notice that the prospective member desires water service from the Association and represents their agreement to comply with the Association's Rules and Regulations on file and in effect at the time water service is furnished and as may be amended from time to time. In the absence of a signed application for water service (current members), the delivery of water and taking thereof by the member shall be deemed to constitute an agreement by and between the Association and the member for the delivery and acceptance of service under the applicable rate schedule(s) or as these Rules and Regulations may be amended.

Rule 4 - Change of Use.

The member will not increase the member's demand or use of service as stated in the application for service without written permission of the Association. In the event of such increase, the member will be required to pay the Association's regularly published rates for such increased service and demand from the date of connection and use of the same.

Whenever the member desires to discontinue the use of water for any special purpose or through any fixtures mentioned in the original application, the fixture is to be removed and the standpipe or service supplying the same is to be capped or plugged, and the member shall notify the Association in writing before any reduction in charge will be made. Such a reduction is contingent upon the provisions of the Association's tariff.

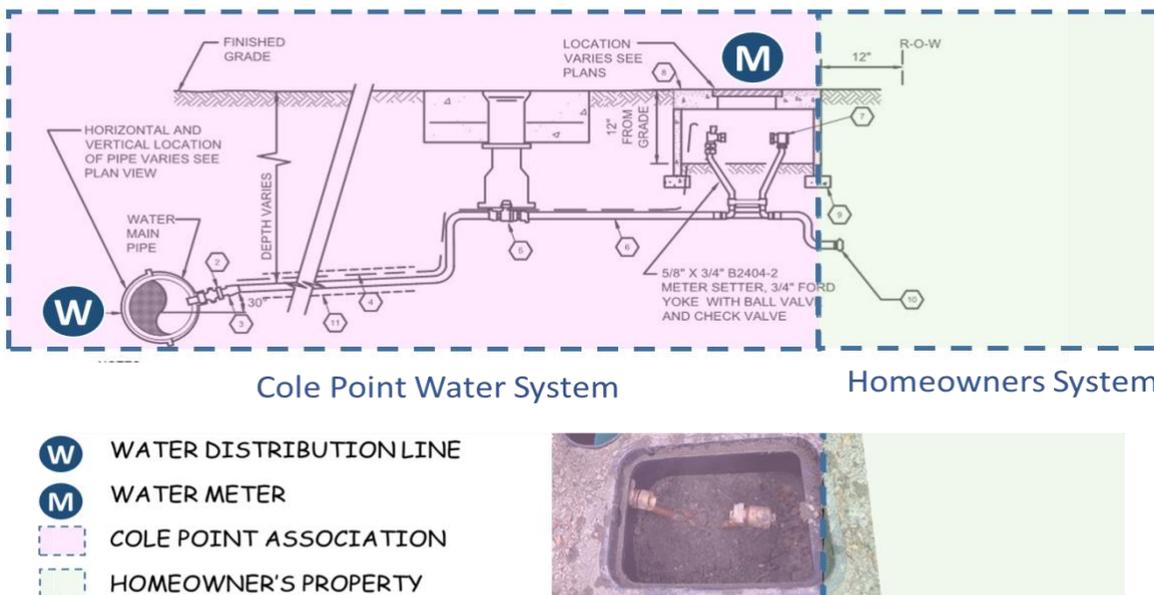
Rule 5 - Reconnection Charge.

A reconnection charge shall be made for any subsequent reconnection of the member's service to the Association's distribution system. Such charge is to apply only in cases where service has been discontinued due to a delinquent account, request of the member, refusal to make proper repairs or similar cause. A meter must be in place to disconnect water. All costs for meters will be paid by the member. No charge will be made for reconnection of service if the shut-off was made for the convenience of the Association in making repairs, changes, etc.

When an Association employee or agent is dispatched to disconnect service, that person shall be required to accept payment of the delinquent account at the service address if tendered in cash but shall not be required to dispense change for cash tendered in excess of the amount due and owing. Any excess payment shall be credited to the member's account.

Rule 6 - Responsibility for the Maintenance of Services.

The member will assume all responsibility for water supplied by the Association. The Association will be exempt from all liability for loss or damage caused by leakage or escape of water furnished by the Association after the same has passed the point of the Association's ownership. The Association shall be responsible for the maintenance, repair, and replacement of all **shared infrastructure**, including transmission mains and distribution lines, up to the point of delivery. The Resident shall be responsible for the repair and maintenance of the **private service line** extending from the output side of the meter to the building, including all internal plumbing and fixtures.



Service Connection Detail

Rule 7 - Access to Premises.

The Association's regularly authorized agents or employees shall have access to the premises of the member for the purpose of meter reading, inspection, connection, disconnection, repair, or removal of the Association's property installed thereon.

Rule 8 - Interruption to Service.

The Association will make a diligent effort to render uninterrupted service and supply of water and, in cases where shut-off is necessary for repair, reconstruction, damage prevention or similar cause, the Association shall give advance notice to its members of such scheduled shut-off. However, the

Association will not be responsible for any damage which may result from any cessation of service such as above outlined, nor for failure to give notice of shut-off when circumstances are such that it is impossible to give notice as stated above.

Rule 9 - Payment of Bills.

All bills are due and payable at the end of the month. All bills shall be deemed delinquent if not paid by the end of the month. A Late Fee will be assessed to a delinquent account for each month of delinquency. The Late Fee amount is listed on the Fee Schedule.

A delinquent notice will be sent 15 days after delinquency notifying that service will be disconnected 15 days after date of the delinquency notice.

A member may also be liable for all attorney, court and collection fees in the collection of outstanding bills and assessments.

Rule 10 - Damage to Equipment.

The member shall be responsible for any damage to Association equipment or property as a result of member's negligent, reckless, or willful conduct.

Rule 11 - Discontinuance of Service.

The Association reserves the right to discontinue a member's service if the member:

- A Fails to maintain the connections, service pipes, or fixtures in good order.
- B Damages any service pipe, meter, curb, corporate stop, valve, seal, or other property of facilities or the Association.
- C Vacates the premises.
- D Willfully wastes water through improper or imperfect pipes, fixtures or otherwise.
- E Fails to make payments for water service or any other proper charges accruing under the applicable rate schedules, when due,
- F Refuses to permit an employee or agent of the Association to have reasonable access to the premises for the purpose of inspecting the facilities, or for testing, reading, maintaining, or removing meters.
- G Uses an unreasonable quantity of water that impacts the ability to provide adequate water to all members equitably or that impacts the reasonable conservation of water.
- H Makes fraudulent use of service.
- I Violates any of these Rules and Regulations.
- J Fails to make any payments pursuant to these Rules.

The right to discontinue service may be exercised whenever and as often as any of the foregoing situations shall occur, and neither delay nor omission on the part of the Association to enforce this rule at any one or more times shall be deemed a waiver of the right to enforce the same at any time, so long as the situation continues.

A minimum of eight working days written notice will be given the member before service is discontinued under this rule, except in the case of danger to life or property, then the Association may discontinue service immediately. Prior to disconnecting service, the Association will also attempt to contact the member in person, by a notice attached to the delinquent member's premises, by email, or by

telephone. If telephone contact is elected, at least two attempts shall be made during regular business hours. If a business or message number is provided by the member, Cole Point Association will try to reach the member at that number. If unable to make contact through the residential number, a log of the attempts shall be kept by the Association showing the telephone number called and the time of the call.

The Association will restore service when the cause of discontinuance has been removed and payment of all proper charges due from the member, including the reconnection charge set forth in this schedule, have been made.

Rule 12 - Responsibility for Delinquent Accounts.

The member is the sole responsible party for all water service to their property. Any account that is more than 60 days delinquent shall also be subject to lien to that property by the Association. By accepting service from the Association, the member agrees that a lien may be recorded against its property by the Association. The lien shall also include the costs and attorney fees incurred in recording said lien.

Rule 13 - Assessment Payments.

From time to time as and when any such assessments are levied, each member with respect to the land or interest therein shall pay the amount of such assessment against the same to the Association within 30 days, or as otherwise specified in the notice, after the mailing of the notice of such assessment; and the amount of such assessment, together with all expenses, attorney's fees and cost reasonably incurred enforcing the same, shall be paid by the member and shall be a lien upon said land and ownership appurtenant thereto, superior to all other liens created or permitted by the owner of such land and enforceable by foreclosure proceedings, provided that no proceeding for the foreclosure of any said liens in this shall commence except upon the expiration of 4 months from and after the date of mailing said notice of assessment.

First mortgage liens placed upon any of said lots which are recorded in accordance with the laws of the State of Washington shall be, from the date of the recordation of such, superior to such assessments and the liens resulting therefrom as are levied by the Association subsequent to the date of the recordation of the first mortgage.

Rule 14 - Backflow Prevention Devices, Other Items.

Devices such as approved backflow prevention assemblies, one way check valves, or other fixtures designed to improve the operation and/or safety of the system are required, inspected, and regulated by the Association. All landscaping, fire sprinkling systems, and fire protection, must have an approved backflow device installed.

- A. All approved backflow devices shall be tested annually by a Backflow Assembly Tester approved by the Association, with results provided to the Association.

- B. Those premises with approved backflow devices shall be assessed a fee to recover administrative costs associated with notification and tracking of required testing and maintenance of records.
- C. All member's connections shall be inspected annually to assess cross-connection hazards. From time to time, fees will be charged for this service at the Association's prevailing hourly rate.

Rule 15 - Meters.

Each connection will include a meter as determined by the Association. The meter will be read once a month for the purpose of leak detection and monitoring or well usage, as well as assisting in efforts to assess and maintain water conservation. The meters will be installed, owned, and maintained by the Association. The member will pay for the meter and the installation costs.

Rule 16 - Rates.

Rates for water service and supply shall be those published in the Association's Fee Schedule.

Rule 17 - New Hookups and General Facilities Charges.

- A. The Association will provide a Letter of Water Availability when a member requests, provided they have a valid Building Permit; And, provided, the State and County will permit the addition of the hookup to the Association water system.
- B. A one-time general Association fee charge will be charged and paid to the Association prior to connection to the water system. This charge covers the Association's services for the processing of water service applications, plan review, road damage and repair, and any other costs incurred during normal single family water service connections, and to supplement reserve accounts.
- C. The general Association fee (see Fee Schedule) shall be reviewed as determined by the Association.
- D. Projects requiring more extensive plan review, engineering, or legal review, and/or "field inspection time", such as mainline extensions, private extensions for fire hydrants, extensions with multiple service connections, assemblies, the general facilities charge will be determined by the Association, but in all cases, will be greater than the residential general facilities charge.

Rule 18 - Stand Pipes.

All standpipes are for the use of the Association. Potential members must submit an application to the board and follow the new hookup connection process. Under no circumstances will any members be allowed to hook into a standpipe without written permission from the Association.

Rule 19 - No Verbal Agreements.

No verbal agreements between any member and any manager, purveyor, board member, trustee, or officer of the Association will be honored. All agreements must be in writing and approved by the Association.

Rule 20 - Arbitration, Venue and Costs.

Any dispute arising from these Water Service Standard Rules shall be resolved solely by binding arbitration. The Laws of the State of Washington shall apply, and venue shall be in Pierce County, Washington. The prevailing party in any dispute shall be awarded, in addition to such other relief, attorney's fees and costs.

Fee Schedule – Effective March 1, 2026

Flat Rate Service

Base Rate Per Month	\$30.00 plus usage – see table below
Plan Scheduled Maintenance Reserve Fee	\$5.00
Loan Repayment Fee	\$35.00**
Letter of Availability	\$100.00
Water Transfer of Ownership Fee	\$200.00
Water Disconnect Fee	\$150.00*
Water Reconnect Fee	\$150.00*

Late Payment Fee:

1.5% with a \$15.00 minimum penalty unless other arrangements are made before the payment is due.

*Scheduled on regular maintenance days, if not, any additional costs will be charged to the member. Every effort will be made to schedule work when Northwest Water Systems is on site.

**The loan repayment fee is for the NRWA \$200,000.00 Loan in 2026 to complete Phase 1 of the SWSMP. Some members chose to pay their share upfront (\$3,448.28) some chose to make monthly payments for the 10-year term of the loan.

Summer 2023 Water Pricing:

	Tier 1	Tier 2	Tier 3
Previously (before June 1, 2023)	0-600 csf \$3.45/100 csf	601 – 1600 csf \$4.45/100 csf	1601+ csf \$5.50/100 csf
Beginning June 1, 2023	0 – 600 csf \$3.50/100 csf	601 – 1000 csf \$7.00/100 csf	1,000 + csf \$14.00/100 csf \$500 fine

General Facilities Charge

We are in the process of revising the General Facilities Charge to reflect our **Cole Point Association Water System Equitable Guidance Document**.

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