

The Lake Cushman Public Works Committee Protective Policies and Procedures, adopted on April 22, 2021, is currently under revision. This large policy is being split into individual policies. As those smaller policies get adopted by the Board of Directors, the corresponding sections of this policy become obsolete. They will be crossed out in this policy along with a note of the new policy and its adoption date. A list of the new policies can be found below.

***Resolution / Policy Name***

---

***Date of Adoption***

---

Resolution 2023-03 Snow Removal Policy

02/28/2023

Resolution 2023-05 Leak Forgiveness Policy

07/29/2023

Resolution 2023-06 Public Works Committee Charter

07/29/2023

# 2155764 Mason County WA

04/29/2021 11:43:31 AM RESOL

eRecorded #156359 RecFee: \$154.50 Pages: 52

LAKE CUSHMAN MAINT CO

After Recording Return To:  
Lake Cushman Maintenance Co.  
3740 N. Lake Cushman Road  
Hoodsport, WA 98548

**Document Title:**

Lake Cushman Maintenance Co. Board Resolution 02-21 Adopting the Public Works Committee  
Protective Policies and Procedures

**Grantor:**

Lake Cushman Maintenance Co.

**Grantees:**

Public

LAKE CUSHMAN MAINTENANCE COMPANY  
BOARD RESOLUTION 04-21  
PUBLIC WORKS COMMITTEE PROTECTIVE POLICIES AND PROCEDURES

**BACKGROUND:** Public Works related types of activities are fundamental to the maintenance responsibilities given to the Lake Cushman Maintenance Company with the formation of the organization by the Lake Cushman Company. This work includes maintaining LCMC's water system, its network of roadways (both paved and gravel), greenbelts, ditches and other features. Previously, guidance on issues related to Public Works amenities and actions were prepared on an individual basis and passed via resolution, creating individual policies based on the area of needed guidance. In most cases, these policies were general and did not cover many of the issues faced by Public Works personnel on a daily basis. The introduction of this revised, Policies and Procedures document is Staff's attempt at making these issues clearer, as well as providing Staff the tools needed in order to protect these vital resources.

**Whereas,** clearer guidance and direction is needed on the part of the Board of Directors as it pertains to Public Works related infrastructure, its maintenance, standards for construction, use by others beyond that of LCMC staff in support of the developments around Lake Cushman and establishing an advisory committee in support of this document, as outlined with the LCMC by-laws; and

**Whereas,** the formation of a Public Works Advisory Committee by the LCMC Board of Directors has provided a venue to discuss Public Works related issues, as well as the opportunity to better define maintenance responsibilities, as well as use of these facilities by other in support the Lake Cushman developments; and

**Whereas,** the Public Works Committee has spent over a year's worth of time developing these policies and has included the membership in the development of this proposed Public Works Policies and Procedures document, having open meetings in these discussions, member input windows and a final recommendation to the LCMC Board of Directors in approving a Public Works Policies and Procedures; and

**Whereas,** a final round of member input was received on a final, draft version of the document and reviewed by the Board of Directors at their April 10, 2021 Board meeting.

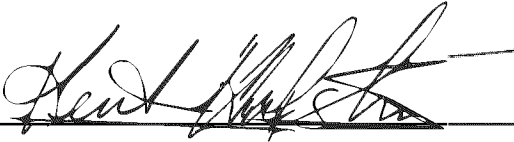
**NOW, THEREFORE BE IT RESOLVED** that the LCMC Board of Directors hereby revokes previous Public Works related policies, including Road, Ditch and Culvert Maintenance, Commercial Use of LCMC Roads, Private Road Right of Ways and Easements, Street Light Policy and Procedures, Snow Removal Policy, Speeding Enforcement, View Clearing Policy, LCMC Water System Policies and Procedures,

Water Use Efficiency Program, Cross-Connection Control Implementation, Leak Forgiveness Process and Leak Letter and the Cross-Connection Control Policy, replacing them all with a lone document, entitled Public Works Policies and Procedures, included within exhibit A of this Resolution.

**LAKE CUSHMAN MAINTENANCE COMPANY**

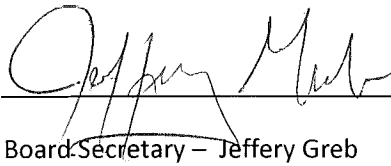
**BOARD OF DIRECTORS:**

Adopted this 22<sup>nd</sup> Day of April 2021

By:  4-28-21

Board President – Keith Hillstrom

Date

By:  4/28/21

Board Secretary – Jeffery Greb

Date

**Exhibit A**

**LAKE CUSHMAN MAINTENANCE COMPANY POLICIES AND PROCEDURES**

**PUBLIC WORKS COMMITTEE  
PROTECTIVE POLICIES AND PROCEDURES  
FOR THE LAKE CUSHMAN COMMUNITY LEASE HOLDERS**

**TABLE OF CONTENTS**

**TERMINOLOGY** .....8

**SECTION I – Public Works Committee Structure and Function** .....9

Committee Formation .....9

Purpose of the Committee .....9

Committee Work Products.....9

Committee Member Appointment / Resignation / Removal.....10

Meeting Schedule.....10

Special Meetings .....10

Attendance.....10

Quorum / Vote Requirements.....11

Conflicts of Interest .....11

Committee Operating Rules .....11

Correspondence Requirements .....11

Permit Filing Requirements.....12

Code of Conduct and Disclaimer .....12

**SECTION II – Scope** .....12

Applicability .....12

Purpose.....12

Interrelationships .....12

Legal Responsibility .....13

<b>SECTION III – Common Space (Non-Parks) and Right of Way Policies</b>	<b>15</b>
Applicability	15
Road, Ditch and Culvert Maintenance	15
Commercial Use of LCMC Roads	15-16
Private Road Right of Ways and Easements	16-17
Maintenance and Repair Standards within Private Road Right of Ways and Easements	17-18
Responsible LCMC Official for Review, Approval and Enforcement of Road Right of Way / Easement Use Permits	18
Streetlight Policy and Procedure	18-19
Streetlight Request Policy	19
Snow Removal Policy	20-25
Speed Limits on Private Right of Ways and Easements	25
Greenbelt / Right of Way Tree Maintenance	25-26

<b>SECTION IV – LCMC Water Utility</b>	<b>26</b>
Water System Policy and Procedures	26
Water Service Policies	26-27
Rules and Regulations for Initiating and Terminating Service	27-31
Service and Equipment Requirements	31-32
Cross-Connection Control	33-34
Temporary Water Use	34
Usage Data Log Reports	34
Meter Usage Disputes / Meter Testing	35
Meter Accuracy Testing with the Manufacturer	35
Meter and/or Register Replacement	35
Dispute Resolution	36
Water Use Efficiency Program	36-38
Mandatory Measures	38-39
Measures that Must be Evaluated	39
Selected Measures	39
Evaluation Measures	40
Billing and Collections	40-42
Leak Forgiveness Procedure	42-44
Cross-Connection Policy	44-47
Implementation of the Cross-Connection Policy	47-49

**SECTION V – Enforcement .....49**  
General Overview..... 49-50  
Purpose.....49  
Stop Work Orders.....50  
Authority to Assess Fines .....50  
Appeal Procedure..... 50-52



## **TERMINOLOGY**

**Affirmative Vote** - a vote by a simple majority of the quorum present;

**LCMC Board of Directors** - is herein referred to as the Board;

**Common Areas** – Areas within the Lake Cushman Developments that are identified as available for **common** use by all lessees, or groups of lessees and their guests.

**Development** - Any alteration, dredging, drilling, dumping, filling, removal of any sand, gravel, or minerals, removal of trees, bulkheading, piling driving, placing of obstructions or any project of a permanent nature that alters the current condition of LCMC Right of Ways and Easements;

**Easements** - A right to cross or otherwise use someone else's land for a specified purpose.

**Lake Cushman Company** is herein referred to as the LCC;

**Lake Cushman Maintenance Company** is herein referred to as the LCMC;

**Public Works Committee Chairperson** is herein referred to as the Committee Chair.

**Rights of Way** - The legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

**Cross-Connection** is a point in a plumbing system where the potable water supply is connected to a non-potable source.

**Backflow** is the unwanted flow of non-potable substances back into the consumer's plumbing system and/or water system.

**SECTION I – Public Works Committee Structure and Function** This section has been replaced by Resolution 2023-06 Relating to the Public Works Committee Charter, adopted by the Board on 07/29/2023.

Committee Formation

In accordance with the By-laws of the LCMC, the Board President, with the consent of the full Board, has authority to appoint a Committee of volunteers from the lessees to serve on the Public Works Committee. This Committee exists pursuant to the terms set forth in LCMC Board Resolution #08-19. Committee membership shall consist of a minimum of two Board members and a minimum of three and a maximum of five volunteer lessees, all as appointed pursuant to formal Board action and pursuant to the terms of Resolution #08-19, which sets forth specifications for Committee membership.

The Board members on the Committee serve as general liaisons between the Board and the Public Works Committee, and one Board member on the Committee shall be explicitly designated by the LCMC Board to serve as the Committee Chairperson. The designated Committee Chairperson shall report to the LCMC Board regarding all matters addressed by the Committee.

Purpose of the Committee

The Public Works Committee's purpose is to preserve the integrity of all Lake Cushman Maintenance Company infrastructure, including but not limited to roadways, surface water drainage facilities, green belts and open space, both water systems and their related components, fleet and other components identified by the Board of Directors.

With the adoption of this policy, previous right of way and easement policies passed and approved by the LCMC Board of Directors are hereby integrated and made part of this document.

Committee Work Products

Unless otherwise specified in these procedures, committee authority is limited to making recommendations to the Board of Directors (Board), unless the Board has delegated authority to the General Manager (GM). Recommendations may be in the form of written reports, drafts of new or revised policies/procedures, or oral briefings. Products being presented as committee products have to have the support of a majority of committee members. In the event the committee is unable to obtain majority agreement on a product, the chairperson shall make the Board or GM aware of that situation and obtain guidance on how to proceed.

### Committee Member Appointment / Resignation / Removal

The Committee Chair and other Committee members shall serve for a period of one year and are eligible for reappointment, pursuant to terms specified in Resolution #08-19. When a Committee member terminates Committee membership for any reason, the Committee Chair shall perform duties in place of the departed member until the Board appoints a replacement. A Committee member may be removed from the Committee upon a majority vote by the LCMC Board, or upon the Committee Chair's recommendation approved by a majority vote by the LCMC Board.

### Meeting Schedule

The Committee shall meet no less than one time per month. The Committee meeting schedule, including meeting place and time, shall be set forth in written form and shall be maintained as a business record available at the LCMC Business Office. Said meeting schedule shall not be changed except by majority vote of the Committee members. Written notice of any meeting schedule change shall be provided in written form to each Committee member not less than fourteen (14) days prior to the subject Committee meeting and shall be made available as an LCMC business record in the LCMC Business Office not less than five (5) calendar days prior to the subject Committee meeting.

### Special Meetings

Special meetings of the Committee shall be called upon the request of the Committee Chair, or by written request by one third (1/3) of existing Committee members, or at the direction of the LCMC Board majority. Special meetings require notice to all Committee members at least five (5) calendar days prior to the special meeting and notice posted at the LCMC Business Office at least five (5) calendar days prior to the meeting. Notice shall be in writing or other form expressly agreed to by the recipient Committee member, and shall state the date, time, place, and purpose of the special meeting. Notice shall be transmitted by the Committee Chair or the LCMC Board Secretary.

### Attendance

Committee meetings shall be open for participation by all Committee members and shall be open for observation by all LCMC Board members and all LCMC membership, (with the exception of executive/closed portions of meetings which are to be attended only by the Committee, the LCMC Board and necessary parties as determined by the LCMC Board). Committee meetings are also open to third parties by invitation of the Committee. Unless otherwise explicitly authorized, any Committee member who fails to attend four successive, regularly scheduled meetings shall be terminated.

### Quorum / Vote Requirements

A quorum of the Committee must be present in person or electronic device for the purpose of transacting business. A quorum of the Committee is defined as the presence of no less than fifty (50) percent of the number of Committee members. All matters shall be decided by a simple majority of the quorum present. Every Committee member, including the Committee Chair, shall have an equal vote.

### Conflicts of Interest

Any matter presenting an actual or potential conflict of interest with respect to any Committee Member(s) shall be managed as follows:

1. The Member(s) with an actual or potential conflict of interest shall immediately disclose the same to the Committee membership at a regular or special Committee meeting;
2. The Member(s) with an actual or potential conflict of interest shall refrain from participating in any related vote/formal Committee action regarding the matter;
3. The remaining Committee Membership shall deliberate and determine the appropriate way to proceed to address the issue and such Committee determination shall be reviewed and either approved or modified by the LCMC Board at the LCMC Board's discretion.

### Committee Operating Rules

Operating rules for the Public Works Committee, in addition to these policies, are established in LCMC governing instruments, including but not limited to the Lease Agreement, Covenants, Articles of Incorporation, Bylaws and Resolutions. Any discrepancy between provisions contained in such instruments shall be resolved in the following order of priority:

1. Lease Agreement;
2. Covenants;
3. Articles of Incorporation;
4. Bylaws;
5. Resolution 08-19; and
6. This policy

### Correspondence Requirements

The Public Works Committee's correspondence files shall be kept current. Copies of incoming correspondence shall be immediately routed to the Committee Chair, or designated Committee member, and the appropriate Committee member for disposition. The original incoming and a copy of outgoing correspondence shall be kept in the LCMC files.

### Permit Filing Requirements

A copy of approved permits issued for Right of Way Use, Green Belt Maintenance or other permits shall be retained in the LCMC files. One copy shall be forwarded to the member requesting the permit. Only the official, approved form of any permit shall be issued or used by any member of the Public Works Committee.

### Code of Conduct and Disclaimer

No member of this Committee shall give individual, arbitrary, capricious, or impromptu verbal opinion or permission on any requested action or proposed requested action. If such an opinion is given by any member on an individual basis, it is in no way to be interpreted as permission for any construction, work or any other matter that normally requires Committee approval.

## **SECTION II – SCOPE**

### Applicability

These rules apply to all leased lands within the Lake Cushman Development located in Mason County, Washington, and subject to the jurisdiction of the Lake Cushman Maintenance Company and are established pursuant to the authority vested in LCMC and the LCC.

### Purpose

The Lake Cushman Development is subject to restrictive covenants, administered by the LCMC pursuant to the Articles of Incorporation, Bylaws, and other governing documents. The purpose of these rules purpose is to preserve the integrity of all Lake Cushman Maintenance Company infrastructure, including but not limited to roadways, surface water drainage facilities, green belts and open space, both water systems and their related components, fleet and other components identified by the Board of Directors; including all improvements and the use of the same within the confines of the master lease, specific to the common areas identified.

### Interrelationships

All lots within the development are owned by the Tacoma Public Utilities and leased to the LCC. The LCC enters subleases with lessees, who are members of the LCMC. These rules, and all other provisions of governing documents of the Lake Cushman Development, apply to all lessees, those to whom they sublease their interest, family members, and guests.

### Legal Responsibility

The ONLY parties that can act with respect to essential and fundamental property maintenance and development issues (for example: submittal of permit requests for removing trees or constructing building(s), making an address change on a lot record, making payment arrangements for payment of assessments, or voting) is the party who has signed an Acceptance of Lease (part of your Assignment of Lease) which has been approved by LCC, or that party's legally appointed personal representative (requires letters testamentary or small estate affidavit); legally appointed attorney-in-fact (power of attorney, requires a copy of the appointing document); legally appointed guardian (requires a copy of the court order); or legally authorized agent for a legal entity (requires records to establish legal agency). Renters, occupants (other than the legal lessee), relatives or guests do not have authority to do any of the above.

The legal lessee is responsible for all activities on the lot, payment of fees, and violations of the CC&R's (even if caused by a renter, occupant, or guest), and for resolving any issues concerning the lot.

**NOTE** - LCMC CANNOT NEGOTIATE PAYMENT ARRANGEMENTS, RESOLVE VIOLATIONS, OR ADDRESS ANY OTHER ISSUES WITH ANYONE OTHER THAN WITH THE PARTY(S) AS SPECIFIED PURSUANT TO THE TERMS ABOVE.

## **SECTION III – Common Space (Non-Parks), Easements and Right of Way Policies**

### **Applicability**

The following development rules include provisions of covenants and other governing documents, including rules and regulations of the LCMC; as well as interpretations of the same. Developmental rules not contained herein, but otherwise contained within governing documents of the LCMC remain in effect. Any discrepancy between provisions contained in such instruments shall be resolved in the following order of priority:

1. Lease Agreement;
2. Covenants;
3. Articles of Incorporation;
4. Bylaws;
5. Resolution #08-19; and
6. This policy.

### **Road, Ditch and Culvert Maintenance**

LCMC shall maintain clearing of roadside ditches and maintain road culverts for water flow drainage.

LCMC will keep roadside ditches clear of tree growth and grass or weeds that could be a cause of a possible hazard.

Maintenance of ditches will be done by using a flail machine, power mower or other machinery deemed necessary. Sprays that are EPA approved also may be used.

Private inroads and culverts to lot lessee(s) property will be maintained by the lot lessee(s). Lot lessee(s) inroad(s), culvert(s) shall not impede the natural water flow drainage.

### **Commercial Use of LCMC Roads**

All commercial trucks crossing our private roads must obtain a permit/written agreement, reviewed and approved by the Board of Directors and pay for any fees associated with the work at the LCMC office before getting access to our roads. The number of loads must be estimated and paid for prior to starting the job. Failure to do so will necessitate doubling the fee per load for loads already having crossed our private roads.

Any fees and/or conditions associated with utilizing LCMC roadways for commercial purposes shall be established by the Board of Directors, with a recommendation from the Public Works Committee



prior to beginning work.

### Private Road Right of Ways and Easements

The LCMC reserves these roads right of ways/easements for:

**Ingress/Egress:** The LCMC is responsible for keeping the trees/limbs from impairing the driving visibility of the roads and intersections and trees and plants root systems from growing on the roadside and destroying the pavement.

**Drainage:** The LCMC is responsible for keeping the drainage ditches open and free of any plants, structures, etc. that may impede the flow of water.

**Utilities:** (e.g. Water, power, telephone, etc. in divisions where applicable.) All the utilities run within the road easements and the power transformers, water hook-up and telephone access are on the right of way. In the event of any utility failure the repair and maintenance crews must have unimpeded access to effect the needed repairs. Any repairs and/or maintenance may be done without prior notice to the lot lessees.

No permission will be given for planting anything, building any structure and placing any culvert, other than for a lessee's driveway, on the road right of way/easement, unless authorized by the LCMC Board of Directors, in collaboration with the Public Works Manager.

Any tree or plant that obstructs the driving visibility or the drainage will be limbed, cut back or removed entirely as is judged necessary by the LCMC.

Any structure, culvert or plant placed on a right of way/easement by a lot lessee that is disturbed and/or destroyed by the LCMC, or other utility companies will **NOT** be rebuilt, replaced or replanted by the LCMC or the repair crews; or will any reimbursement to the lot lessee be made for damage to anything in the right of way/easement.

Cars left in ditches and easements will be towed at the lessee's expense.

Prior to conducting any work within LCMC Road Right of Way or Easement area, allowed under these policies, the responsible party shall apply and obtain approval for a Right of Way/Easement Use Permit with LCMC. Forms are made available at LCMC Administrative Offices during regular business

hours. In addition to a formal site plan that outlines the scope and magnitude of the project within the road right of way/easement, the application shall include measures to ensure adequate silt and erosion controls within disturbed area and a traffic control plan that meets the currently applicable Manual on Uniform Traffic Control Devices (MUTCD).

Fees associated with any work that requires a Road Right of Way/Easement Use Permit, if required, are identified within the latest version of the LCMC Fine and Fee Schedule and are required to be paid at the time of application for the permit.

Plans for utility installations, submitted to LCMC shall be located to minimize the need for later adjustment to accommodate future roadway improvements and to permit access to service such installations with minimum interference to traffic.

The Public Works Manager shall be notified at least 48 hours prior to starting any type of construction activity in the road right-of-way/easement.

The safety requirements of the State of Washington, as applicable to any work or use for which a permit is required hereunder, shall be observed.

#### Maintenance and Repair Standards within Private Road Right of Ways and Easements

The maintenance and repair standards for LCMC roads and all other construction within LCMC rights-of-way/easements shall consist of the following (when applicable): The current edition of *The Standard Specifications for Road, Bridge and Municipal Construction published by the Washington State Department of Transportation, Olympia, Washington, the American Public Works Association (APWA) and the Washington State Department of Transportation Design Manual (current edition).*

Driveway culverts shall be 12" diameter in size, minimum, and no longer than 40' in length. Pipe types shall be installed in accordance with the manufacturer's specifications regarding pipe cover, bedding, and compaction requirements. Any deviations of the compaction and testing requirements are at the discretion of the Public Works Manager.

In general, open ditching within the road right of way/easement shall remain, unobstructed to allow for adequate drainage of surface water from the roadway and lots. Any deviations from this standard may be considered, at the discretion of the Public Works Manager and in accordance with best engineering practices.

The grade of and resulting cover for an underground utility facility shall be a minimum of thirty inches for all installations within LCMC rights-of-way/easements, or in compliance with applicable federal, state and industry requirements if greater.

Pavement cutting will not be allowed unless specifically authorized by the road right of way or easement permit. Untrenched construction techniques such as pushing, jacking, or boring are the preferred methods for all pavement road crossings. Requests to open cut any pavement type will be addressed on a case-by-case basis, and will be reviewed for road type, pavement condition, as well as the type and size of the proposed utility work.

Cleanup of excavation and debris material shall be accomplished concurrently with the burying operation, whether by plowing or trenching. At no time shall debris and excavation materials extend along a line for more than 500 feet.

Unsatisfactory restoration work shall be redone as soon as is reasonably possible by the permittee. This includes immediately replacing any failed patches with at least temporary patches. If necessary, unsatisfactory work may be redone by LCMC and billed to the permittee.

The Public Works Manager is authorized to require a bond or deposit from any permittee under this chapter to guarantee the restoration of the right-of-way or use thereof to its original condition.

#### Responsible LCMC Official for Review, Approval and Enforcement of Road Right of Way/Easement Use Permits

LCMC's Public Works Manager shall be responsible for the review, approval, and enforcement of road right of way/easement use permits.

LCMC policies prohibits the parking of vehicles or other obstructions within road right of ways and/or easements without LCMC approval.

#### Streetlight Policy and Procedure

##### ***Streetlights***

The LCMC may light the streets within the Lake Cushman development in accordance with Article II of the Articles of Incorporation.

##### ***Streetlight Installation and Maintenance***

The PUD #3 is responsible for the installation and maintenance of the streetlights within the Lake Cushman Development and assesses monthly charges for streetlights.

The LCMC pays for the streetlights at the intersections with State Road 119 and for a streetlight in the vicinity of the Fire District 18 firehall.

### ***Streetlight Requests***

The Board , with recommendations from the Public Works Committee, will consider individual and neighborhood requests to place streetlights within the LCMC right of ways and will also consider objections to the requests for streetlights. Requests for streetlights will include a general diagram of the street and the proposed location for the streetlight.

Approval for the use of the LCMC right of ways for streetlights will be contingent upon the approval of lessees of lots which are within 200' radius of the proposed streetlight. The requestor(s) will provide a list of lot lessees within the 200' radius and the signatures of those who approve the placement of the streetlight at the designated location.

The request for streetlights within the LCMC right of way will be submitted to the Public Works Manager after the requestor(s) have located existing underground utility lines. The Public Works Manager will make a site visit to the proposed streetlight location to determine if there are any conditions to preclude placement of a streetlight.

### **Streetlight Request Policy**

#### ***LCMC Board of Directors Approval***

The Public Works Manager's comments will be provided to the both the Public Works Committee (with a recommendation to the Board), then the Board along with the list of lot lessees and their signatures and the location diagram. The Board will decide during a Board meeting to approve or disapprove the request to place a streetlight within the LCMC right of way. The requestor(s) will be notified of the Board's decision.

#### ***Requestor(s) Responsibilities***

The requestor(s) will be responsible for locating underground utility lines and cables prior to submitting their request to place a streetlight within LCMC right of ways.

The requestor(s) will be responsible for contacting and conferring with the PUD #3 for installation of the streetlight and the payment of the monthly streetlight charges.

~~Snow Removal Policy~~ **This section has been replaced by Resolution 2023-03 Relating to the Snow Removal Policy, adopted by the Board on 02/23/2023.**

## **GENERAL**

### ***Overview***

LCMC is responsible for the maintenance of approximately 28.5 miles of asphalt paved roads and 23.5 miles of gravel surfaced roads throughout the Lake Cushman community. During the winter months, LCMC makes snow removal and ice prevention the number one priority for the public works crews, with the objective of improving road conditions for the community.

However, there are several factors that always impact LCMC's ability to keep all roads free and clear of snow and ice (e.g. personnel, equipment, and dynamic weather conditions inherent with winter storms). Due to the nature of winter weather conditions, it is unrealistic to expect all roadways to be immediately clear of snow and ice. Therefore, **the goal of LCMC is to maintain community roads in a passable condition for vehicles properly equipped for the environment. Furthermore, LCMC cannot guarantee that any road will be cleared within any timeframe.** Motorists are expected to adjust their driving practices in accordance with the weather conditions, and during extreme events, LCMC encourages residents to stay home if possible.

For clarity and transparency to the residents of Lake Cushman, this policy has been developed to define LCMC's policies and procedures for snow removal and ice prevention in order to facilitate a passable road network for emergency vehicles, school transportation, and the motoring public.

Please be aware that this document and accompanying "Snow Removal Prioritization Maps" are intended to serve as guiding principles, rather than impartial constraints. LCMC officials reserve the right to adjust them to improve the efficiency and effectiveness of snow removal, traction improvements, and de-icing measures; and to accommodate for exceptional weather or special circumstances.

## **RESOURCES, PRACTICES, AND PROCEDURES**

### ***Personnel***

Currently, the LCMC Public Works department employs three full time individuals with Commercial Driver Licenses (CDL). This credential qualifies them to operate LCMC's larger plow trucks. Remaining maintenance employees are assigned, as available, to heavy duty pick-up trucks equipped with plows which supplement the larger trucks.

*Note: LCMC cannot guarantee that a full complement of employees will be available for every snowfall event. Employee personal or sick days, the ability of employees to navigate to work, and current LCMC workforce status influence how many crew members will be able to operate snow removal equipment.*

### **Equipment**

All the vehicles that the LCMC Public Works department owns are multi-purpose vehicles, equipped with tools for snow removal and ice prevention. LCMC officials monitor weather forecasts throughout the winter to anticipate when snow removal will need to occur and attempt to prepare for these activities a day in advance. Typically, maintenance is performed after the trucks return after each day's plowing operations.

LCMC currently owns the following equipment which can be dedicated to snow removal activities during the winter months, by equipping the vehicles with plows and spreaders:

1. 5-yard multi-purpose trucks
  - a. 1992 International 4300 (4WD with 11' straight blade plow)
  - b. 1981 International 4300 (2WD with 11' straight blade plow)
  - c. 1980 International 4300 (2WD with 11' straight blade plow)
2. Pick-up trucks
  - a. 2.1. 2016 Dodge Ram (4WD with 9' V-plow, 19,500 lb. GVW)
  - b. 2.2. 2004 Ford F-450 (4WD with 9' straight blade plow, 14,000 lb. GVW)
  - c. 2.3. 1997 Ford F-350 (4WD with 7' straight blade plow, 12,000 lb. GVW)
3. Specialty
  - a. 3.1. 1981 Champion motor grader (2WD)
  - b. 3.2. 416 CAT front end loader (4WD)

*Note: Acquisition of additional or new equipment is dictated by LCMC budgets, based on recommendations from Staff and supported using appropriate asset management guidance and industry standards for replacement to ensure safe and efficient use of needed equipment.*

### **Timing of Snow Removal**

LCMC snow removal typically does not commence until Washington State Route 119 (SR 119, N Lake Cushman Road) has been plowed, and maintenance personnel are able to access the LCMC maintenance shop where the snow removal equipment is stored.

The Public Works Manager will determine when to begin snow removal based upon the rate at which snow is accumulating and expected trends in the weather. It is LCMC policy to not begin snow removal activities until the snow has reached a two (2) inch depth and is expected to continue accumulating.

Snow removal operations occur from approximately 7am through 5pm. The absence of street lighting and the need for frequent back-up maneuvers make plowing in the dark substantially more dangerous. Unless special circumstances require LCMC officials to re-evaluate, snow plowing activities are limited to daylight hours to ensure both staff and member safety.

*Note: Available staff and equipment, as well as the conditions for accessing these areas, will affect the timing of snow removal.*

### ***Practices of Snow Removal***

To plow a typical two-lane road, which vary in width between 16' and 24' throughout the Lake Cushman development, four snowplow passes are required. Two passes in each direction establish an initial central corridor. As time allows, crews will return to make one additional pass in each direction to widen the road and shoulder.

Snow removal is a considerable effort, especially considering LCMC's limited resources of equipment and personnel. Therefore, it is inevitable that private driveways will be blocked with snow "berms". These berms are the unavoidable result of snow deposited along the outside length of the plowing route. **It is each property lessee's responsibility to clear the berm at their own driveway approach or arrange to have it cleared by a third-party service**, in order to ensure the best possible use of Staff time in equitably opening up LCMC roadways for ingress/egress due to snowfall accumulations. A list of private companies/individuals offering snow removal services is available in the LCMC main office. LCMC does not qualify the sources or accept any responsibility for the work performed.

*Note: Berms are created during both the initial pass and the widening pass. However, the second pass in each direction may be delayed, so residents are encouraged to wait until the entire roadway has been plowed prior to clearing their driveway approaches. It is not possible to provide exact times for completion of either the initial pass or the widening pass.*

Snowplow crews also create berms at the intersection of public roads, and these berms are the responsibility of LCMC to clear. In some cases, the plow will immediately return to the intersection to clear the berm. More often, for efficiency's sake, the truck will proceed plowing the main road and return to the intersection later to clear the berm. If personnel and equipment resources allow, larger snowplows will be partnered with smaller (more maneuverable) trucks to perform these "clean up" duties.

In addition to snow removal operations, LCMC also provides limited traction improvement and de-icing operations using chip sand and granular or liquid de-icing agents, when resources and personnel are available. In general, snowplow operations take precedence over these types of activities.

All private property installed, or inanimate objects located within Lake Cushman Division rights-of-way or ingress/egress easements will be the responsibility of the lessee, and the lessee assumes all risk for damage to such items. Such items include, but are not limited to, shrubs, trees, grass or ground cover, décor, vehicles, etc.

Snow removal crews cannot reasonably control the deposition or drift of snow and roadway shoulder materials from the plow into roadside ditches or landscaping. LCMC shall not be responsible for damage to any privately owned shrubs, trees, grass or ground cover, yard décor, etc., located in the right-of-way or easement due to materials inadvertently cast to the edge of the traveled way.

Vehicles parked too close to the roadways, and which may interfere with snow removal operations, may be towed by LCMC at the lessee's expense. LCMC equipment should not be used to push or pull any stranded or blocking privately owned vehicle unless specifically authorized by the LCMC Public Works Manager or his/her designee.

LCMC will repair or replace those mailboxes damaged due to direct contact with snow plowing equipment. Replacement mailboxes will comprise of generic, standard size, metal mailboxes mounted on a 4" post. Property lessees who install decorative mailboxes in the right-of-way or easement will do so at their own risk.

*Note: No privately owned property will be plowed, unless specifically agreed to by LCMC, and as time allows.*

## **SNOW PLOWING PRIORITY**

### ***State Responsibility***

It is not reasonable to assume that LCMC Public Works personnel can safely navigate to the maintenance shop where the snow removal equipment is stored (281 N Fairway Drive West), until SR 119 is plowed. Therefore, it is policy for LCMC to not begin snow removal activities until SR 119 is passable. This road is the sole responsibility of the Washington State Department of Transportation (WSDOT), and LCMC has no control over when it will be plowed.

During extreme weather and in the interest of safety, WSDOT may suspend snow removal operations, until conditions improve. In the past, there have been instances where WSDOT has requested LCMC to cease snow plowing activities, to prevent Lake Cushman residents from accessing hazardous State roads in which WSDOT is unable to maintain.

### ***LCMC Responsibility***

LCMC has divided the roads which are their responsibility to manage into four separate priority groups, defined below. Please refer to the accompanying "Snow Removal Prioritization Maps", which highlight in separate colors which roads fall into each of these groups. Snow plowing will begin on the higher traffic volume roads serving the most residents. During continuous snowfall, trucks may be required to re-plow these higher traffic volume roads for the benefit of most residents. When the snowfall accumulation subsides, operations will advance to the roads with lower average daily traffic (ADT).



*Note: Certain Lake Cushman areas and roads will not be plowed due to access limitations, available space, and/or other considerations. These areas include: Lake Cushman East Side No. 1, West Side No. 1, and West Side No. 2, Staircase, and the Anderson Booster Station. Roads that will not be plowed include: Marine View Lane, Lake Front Loop, Antler Lodge Lane, and White Tail Trail.*

- **Priority One – Emergency, LCMC, and Public Services Routes**

The first routes that will be plowed will be a minimal road network essential to emergency service vehicles. From the LCMC maintenance shop, trucks will clear principal division roads on the route to and from the Fire Station located at 240 N Standstill Drive to SR 119. The truck apron will also be plowed, and if possible, an area for responders to park their personal vehicles at the Fire Station.

LCMC crews will also prioritize clearing roads to provide access for resident emergency responders (such as the Fire Chief, Fire Lieutenant, firefighting, and EMS personnel, etc., who live within the Lake Cushman community). An attempt will be made to clear the roadway to these individual's residences early in the plowing operations.

*Note: Mason County Fire District #18 volunteer emergency responders may change over time. The LCMC Public Works Manager will work with emergency response officials (fire, medical, or law enforcement) and strive to maintain a current list of residents who have identified themselves as emergency response personnel. Priority One snow removal routes will be adjusted accordingly.*

Lastly, LCMC and public service operations have also been grouped into this highest priority tier. These operations include access to the LCMC main office (located at 3740 N Lake Cushman Road), LCMC maintenance shop (located at 281 N Fairway Drive West) and select locations for public transportation and school bus stops or turnarounds.

- **Priority Two – “Arterial” Routes**

The next priority of snow removal will include major traffic volume roads and roads necessary to provide a minimal connectivity of roads throughout the Lake Cushman community. Typically, these roads serve a multitude of residents, connect numerous local dead ends or cul-de-sacs, or provide connections between divisions. These roads are considered the “arterials” of the neighborhoods. Priority Two routes may include any roads with exceptionally steep grades.

- **Priority Three – “Collector” Routes**

The third priority of snow removal expands the network of roadway connectivity, connecting more roads to the Priority Two “arterial” routes. These roads are considered the “collectors” of the neighborhoods, collecting longer dead-end roads and cul-de-sacs serving more than 10 residential parcels.

- ~~Priority Four – “Local” Routes~~

~~The last priority for snow plowing shall be the short dead-end roads and cul-de-sacs serving fewer than 10 residential parcels.~~

- ~~Gravel Roads~~

~~As stated above, areas throughout the Lake Cushman community with gravel roads may not be plowed. Upon completion of snow plowing activities on the priority groups above, and if resources allow, LCMC may plow gravel roads. Given the inherent risk of damage to the gravel road surface possible with a snowplow blade, these roads must be plowed carefully, and require more time.~~

#### Speed Limits on Private Rights of Way and Easements

In accordance with RCW 46.61.419, state, local, or county law enforcement personnel may enforce speeding violations on private roads within a community organized under chapter 64.38 RCW if certain criteria are met. That criteria are as follows:

- A) Most of the Homeowner Association's Board of Directors votes to authorize the issuance of speeding infractions on its private roads and declares a speed limit not lower than 20 mph (Lake Cushman's speed limit is 25 mph).
- B) A written agreement regarding the speeding enforcement is signed by the lessees Association authorized Board Member, in this case, acting in the capacity of President at the time that this agreement was a working project and the chief enforcement official of the city or county within whose jurisdiction the private roads are located.
- C) The Homeowner Association has provided written notice to all the lessees describing the new authority to issue speeding infractions.
- D) Signs are posted declaring the speed limit at all vehicle entrances to the community.

Effective with the signing of the Letter of Authorization<sup>1</sup> with the Mason County Sheriff's Office, the Sheriff's Department has permission to enter onto Lake Cushman private roadways for the purpose of enforcing our 25-mph speed limit and general rules of the road in accordance with Washington State law, 24-hours a day, 7-days a week.

#### Greenbelt/Common Areas and Right of Way Tree Maintenance Policy

##### ***Lot Lessee Request***

Lot lessees will submit a request for Greenbelt/Common Area or Right-of-Way tree maintenance using the LCMC Request for Action (RFA) Form and may be asked to also complete a Tree Maintenance Request Form. The form will identify where the trees are located and will indicate the type of action requested, e.g. limb removal, tree topping, and/or tree removal. The request will

---

<sup>1</sup> The Letter of Authorization was signed and put in place on January 30, 2008, by the Board President.

identify whether the lessee desires LCMC to absorb the cost of the work involved, or the lessee is willing to pay for it. The lessee will attempt to mark the trees involved to assist in locating the trees.

Lake Cushman is a Landslide Hazard Area. If the lot lessee is willing to pay for the work to be done, the lot lessee will hire / pay for a geologist to review the request and to submit to LCMC a Geotechnical Report in LCMC's name.

***Geologist***

The geologist will submit a report to LCMC with their recommendations and soil conditions. LCMC will submit the report to Mason County for review. The lessee will cover this cost. Once the review is completed, the lessee will then have three options:

1. If the work cannot be done to the lessee's satisfaction, the lessee may cancel the request.
2. If the work can be done to the lessee's satisfaction, and the lessee wants LCMC to absorb the cost of doing it, the request will be held until such time as LCMC decides to have the work done. In most cases that will be when there is need to do other work in the area involved. There is no guarantee as to when, or if, the work will be done.
3. If the lessee is willing to pay all costs involved, the lessee will choose a contractor or will do the work themselves. The contractor or property Lessee will enter into an agreement with LCMC. The lessee will pay any estimated costs before work commences. LCMC will retain the stumpage value of any timber removed.

**SECTION IV – LCMC WATER UTILITY**

Water System Policy and Procedures

***General Provision***

This Policies and Procedures document provides the LCMC General Terms, Conditions, and Policies for furnishing and receiving water service.

Water Service Policies

***Water Service***

Consistent with sound business judgment, the LCMC shall undertake to furnish water within the service area identified in the current LCMC Comprehensive Water System Plan as approved by the Washington State Department of Health to those who need a residential, or commercial water supply, where such service is consistent with LCMC's Comprehensive Plan and Policies. No one other than LCMC personnel can make connections or disconnections to the LCMC water system. The lessee of record is the "customer".

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

A water service for fire protection must be designed and installed in accordance with the plumbing code. A system designed for fire service purposes shall not be used for any purpose except for extinguishing fire on the premises.

- A) The full cost of installing water systems for fire protection must be borne by the customer.
- B) No charge will be made for water used from fire protection service in extinguishing fire on the premises, if the lessee or occupant of premises gives written notice to the LCMC within 10 days and confirmed by a representative of the fire district with jurisdiction.
- C) If the LCMC determines that a customer is improperly using water from the fire service system, a detector check meter may be installed on the fire-service line, without prior notice being given to the customer.
- D) Should experience subsequent to the installation of the detector check meter indicate that water was being used in violation of paragraph (a) of this section, the LCMC shall charge the customer for the cost of such installation and a meter charge for at least two meter reading cycles for each month of use.

### ***No Guarantee of Adequate Water for Fire Protection***

Notwithstanding all other provisions for fire protection service, or for other metered service, including water furnished to any fire hydrant or other equipment used, or which may be used for fire-fighting purposes, it is understood that the LCMC cannot guarantee any minimum quantities of water or pressure of the water to be furnished to any of such hydrants or water services, and the LCMC shall not be liable in any manner for any loss or claim by reason of the quantity of water, or pressure of the same furnished to such hydrant or water services.

### ***Unauthorized Use of Water***

- A) Absolutely no tampering with the water system including its structures, infrastructure or hardware is allowed, including turning water on and off at the LCMC hook-up valve.
- B) Withdrawal of LCMC water from a non-metered connection standpipe or fire hydrant without a permit with the LCMC is prohibited. Illegal use will be assessed, at minimum, a basic charge equivalent to the LCMC Meter Tamper charge for each month of use. Extended illegal use and consumption charges will be based on the LCMC estimate of use and highest current rate.
- C) Tampered services will be charged a penalty to be determined by the LCMC Fee and Fine Schedule and may be referred to the Mason County Sheriff's Department for legal action.
- D) Water is not to be resold by the customer except by written permission of the LCMC. In no case may the resale rate exceed the rate charged by the LCMC for a similar service.

### **Rules and Regulations for Initiating and Terminating Service**

#### ***Service Application or Contract***

Each new customer desiring water service shall make application prior to service connection. Applications for water service may be made at the LCMC Office at 3740 N. Lake Cushman Road, Hoodspport, WA 98548. Service costs are established by the LCMC Fee and Fine Schedule. The

customer is responsible for ensuring the installation of a personal shut-off valve. No water service connection shall be made to any camping vehicle, trailer, or dwelling unless an approved individual sewage disposal system has been installed on the lot.

For new installations, the customer is responsible for providing all trenching for a water hook-up installation and for installing all plumbing on their side of the water service (meter box to the dwelling), including the installation of a personal isolation valve. The customer is responsible for furnishing all materials and digging the ditch within 5 feet of the LCMC hook-up valve. To ensure the quality of installation materials, LCMC will provide and install Class 200 polyethylene materials to the meter set and leave 5 feet of extra material for the customer to install their isolation valve. The water line should be minimum 160 lb. test minimum ¾" line and the ditch should be 24" deep.

The customer must submit all payments due and meet all requirements prior to having the water service started.

To allow LCMC to schedule the work, an application shall be submitted at least one week in advance of the desired date of the hook-up of water service.

### ***Agreement***

Acceptance of service is subject to current LCMC policies, rates, service requirements and regulations, with or without a written application or contract. The applicant agrees that the LCMC shall have the right to shut off the water service, with or without notice , for (1) repairs, extensions, etc. of the water line, (2) non-payment of water bills, or (3) any operating condition requiring suspension of service, and that the LCMC shall not be responsible for any damage due to stoppage or interruption of the water supply.

### ***Initiation of Service***

Service will be initiated when the customer has met all LCMC requirements and submitted:

- A) Proper application
- B) Valid service address and mailing address.
- C) Payments as required on delinquent accounts.
- D) Payment of applicable deposits and other fees.

### ***Water Availability***

The LCMC will determine if water is available for water service. If the LCMC system has a limited number of authorized connections as specified by the Washington State Department of Health, Department of Ecology, or other State Agency, the availability of water for a new connection may be precluded. Unless restricted or otherwise controlled by restrictive covenants or acquisition documents of such water system, the following principles apply:

- If there are more individuals desiring service than authorized connections, new authorized connections will be assigned, within the system's service area on a first come, first serve basis. (No other connections will be assigned outside the approved service area.) Once

assigned, new connections will be set up to be billed quarterly for the base rate fee and for usage. There is no provision for delaying billing once connected to the system.

- If there are more authorized connections than there are lots within the service area, the service area may be amended to allow a connection to other property if the person desiring such service pays all costs for extending the service including amendment of the water system plan.

### ***Water Service Limitations***

Because hydraulic limitations can restrict the LCMC's ability to provide water for a service connection, the LCMC reserves the right to limit the size of the water service to be installed. This determination will be based on hydraulic and supply considerations.

### ***Separate Service for Each Lot, Property, or Residence***

Each lot, property, or dwelling is required to have a separate water service, except as provided for in this subsection. Customers shall not extend a service line to an additional lot, property or dwelling without the written consent of the LCMC. The LCMC may consider providing written consent in the condition where a service line has been extended across a property line to a contiguous lot for purposes of an out-building but not for any occupied house or dwelling, including recreational vehicles.

### ***Disconnection of Service***

- A) Service may be disconnected for good cause, including (but not limited to):
  1. Violation of service requirements or regulations, rate schedules, contracts, or plumbing codes.
  2. Failure to pay fees, deposits, or water charges when due.
  3. Theft or illegal diversion of water.
  4. Customer system leaks of which the LCMC becomes aware and which cause or may result in significant water loss and/or property damage.
  5. Significant water loss can also be measured in the amount of notices a customer consecutively receives. If a customer receives a notice of a possible leak for more than 3 consecutive months, LCMC will begin the process of disconnecting service.
  6. No one assumes responsibility for service.
  7. Failure to meet cross-connection control, installation, and maintenance requirements.
  8. Use of water in a manner which is seriously detrimental to the service being rendered to other customers.
- B) When disconnection occurs, the customer will be given 2 notices via United States Postal Service concerning such action and the process for reconnection of service. The nature of the notice required and the period before disconnection shall be reasonable under the circumstances with special consideration for the potential dangers to public health, safety, and property. At LCMC's discretion notices may also be hand delivered to the customer. In

the customer's absence, the notice may be left in a prominent place on the premises.

- C) The termination of service for any cause shall not release the customer from the obligation to pay for water received, fees owed, and charges specified in these policies or in any existing contract.
- D) Termination of service may be made by locking meter isolation valves or physical removal of the water meter.

### ***Reconnection***

The LCMC is responsible for maintaining its distribution systems on a year-round basis. When service is disconnected for noncompliance with service requirements or regulations, nonpayment or fraudulent use, the service will not be reconnected until the situation is corrected to LCMC's satisfaction.

Before reconnection, the customer will be advised of current fees and charges for service restoration. Only authorized LCMC personnel may initiate and turn on service to a water service connection. Appropriate charges, as specified in the LCMC Fee and Fine Schedule, for turning on or reconnecting service will be assessed as applicable.

### ***Suspension or Termination of Service by a Customer***

- A) Suspension of Service - If a customer wishes to suspend water service, they must complete a Request to Suspend Water Hook-Up to suspend water service. The water will be shut off and locked down. The customer will be informed that water base rate fees continue to accumulate while service is suspended and will become due and payable before service is restored.
- B) Abandoning of Service - If a customer wishes to abandon water service, they must complete a Request to Abandon Water Hook-Up to relinquish the connection. The water will be disconnected, and the meter will be removed. The connection goes back into LCMC's inventory of water connections and may be resold. Future connection to the property will be considered a new connection, subject to water availability, application, and associated fees.

### ***Movement and Relocation of Water Services***

A customer may have a water service relocated at their expense, subject to standard LCMC installation requirements. The water service that is relocated shall be restricted to relocation on the same lot or parcel that it originally served. If the water service with meter remains the same size, a new system development fee will not be required for the new location. If the water service with meter is increased in size, the customer will be required to pay a system development fee. The LCMC may permit the movement and relocation of water services under the following conditions:

- A) When the continuation of a service at its present location appears unlikely to serve any useful purpose in the future or presents a hardship to the customer, and
- B) When the proposed future location is on the LCMC's water system where adequate water mains exist to properly serve the customer requirements at that location, and

- C) When an amount equal to the estimated cost of removal and relocation is paid prior to relocation work.

After all work has been completed, all conditions satisfied, and all accounting completed, the customer shall be billed for additional costs incurred over the payment(s) or refunded any unused balance.

### Service and Equipment Requirements

#### ***Customer Facilities***

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

- A) LCMC service requirements and regulations.
- B) Municipal, county, and state requirements.
- C) Accepted modern standards as set forth in the International Building Code, International Residential Code and International Fire Code as adopted by Mason County.

#### ***Responsibility for Maintenance***

The LCMC is responsible for maintaining its facilities and equipment to the point of delivery, excepting meters and special facilities installed or furnished by the LCMC. The customer owns and maintains equipment beyond the point of delivery.

#### ***Safeguard of LCMC Facilities***

The customer shall provide space for, and exercise proper care to protect any of the LCMC facilities on the customer's premises. This shall include meters and other facilities installed by and remaining the property of the LCMC. Any person knowingly and maliciously damaging or tampering with LCMC meters and other equipment, reconnecting a previously disconnected meter for the purpose of restoring utility service or tampering with any LCMC equipment with the intent of defrauding or illegally diverting utility service shall be subject to fines in accordance with the LCMC Fee and Fine Schedule. In addition, in the event of unauthorized connection, and loss or damage to the LCMC property, the LCMC may collect from the customer the charge for estimated unmetered water, the cost of facility repairs and replacement, administrative costs, attorneys' fees, and other costs authorized or awarded pursuant to RCW 80.28.240.

- A) The LCMC may refuse or disconnect service to customers when conditions are known by the LCMC to be defective or out of compliance with codes, regulations, or requirements. The LCMC is not liable for loss or damage to persons or property resulting from defects or negligence:
  - 1. By the customer beyond the point of delivery, or
  - 2. In the customer's installation, facilities, or equipment.
- B) An individual's action might endanger LCMC property or interrupt water service, prearrangements can be made for crew or service personnel to stand by. Cost for this service



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

***Access to Premises***

- A) The customer is to provide LCMC representatives with safe, clear access and entry to customer premises for service-related work. The LCMC facilities must remain unobstructed and accessible at all reasonable times so the LCMC may:
  - 1. Install, inspect, maintain, or remove LCMC equipment or plumbing.
  - 2. Read, connect, disconnect, or inspect metering devices. Inspect customer owned cross-connection control devices.
  - 3. Inspect all water facilities on the premises served to ensure there are no cross connections.
  - 4. At any time that a cross-connection is discovered, and the customer does not immediately remedy it, the LCMC reserves the right to terminate water service to the customer until such cross-connection is removed. Such inspection shall not make the LCMC responsible for guaranteeing the absence of cross-connections.
  - 5. Although the customer is always responsible for maintaining customer-owned equipment, the LCMC may inspect customer equipment before or after service connection. However, such inspection, or lack of inspection, shall not be construed as placing upon the LCMC any responsibility for the condition, or maintenance of the customer's plumbing.
- B) For locked LCMC equipment on customer premises, the customer will provide the LCMC with an access key. LCMC equipment shall not be locked without prior notification to and approval by LCMC.
- C) The customer shall provide space and protection for LCMC facilities on the customer's premises, including meters, and other equipment installed by and belonging to the LCMC to ensure the compliance with the LCMC policies.

## Cross Connection Control

The installation and maintenance of any cross-connection that could endanger any water supply of the LCMC is prohibited. Existing or future water service to any premises will not be allowed to exist by the LCMC if a cross-connection control assembly required by the Department of Health or by the LCMC is not documented in writing to be permanently installed, maintained, and tested annually. Water service will be discontinued to any customer that refuses admittance of LCMC personnel to their premises for the purpose of cross connection control. Water service will not be restored until such conditions or defects are documented to be correct. The customer shall pay expenses incurred to enforce these provisions before water service is restored.

The control or elimination of cross connections shall be in accordance with the provisions of the Washington Administrative Code, WAC 246-290 -490, or subsequent updates. The policies, procedure, and criteria for determining appropriate levels of protections shall be in accordance with the accepted procedures and practices defined in Cross Connection Control Manual - Pacific Northwest Section - American Water works Association, 5th Edition, or any superseding edition and Manual of Cross Connection Control - Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California. Policies will be interpreted and carried out by a State certified cross connection control specialist or backflow assembly tester, whichever applies. All cross-connection control devices must comply with DOH requirements.

### ***System Disturbances***

Water service shall not be utilized in such a manner as to cause severe disturbances or pressure fluctuations to other customers of the LCMC. If any customer uses equipment that is detrimental to the service of other customers of the LCMC, the LCMC may require the customer to install, at his own expense, equipment to control such disturbances or fluctuations.

### ***Interruption of Service***

- A) It is the LCMC intent to provide adequate and continuous service with minimum interruption. However, the LCMC:
  - 1. Does not guarantee against occasional curtailment or failure of water service.
  - 2. Shall not be liable for resulting injury, loss, or damage; and
  - 3. Shall not be considered in breach of contract for temporary interruption of service.
- B) Repairs or improvements to facilities requiring temporary service interruption will be expedited and timed to minimize customer inconvenience. When possible, notice will be sent to the customer in advance of such service interruption.
- C) If the customer's water service fails, the customer shall endeavor to determine if the cause is on the LCMC side or the customer's side of the meter.
- D) When the LCMC responds to a customer call after service hours, and the problem is found to be with customer equipment, the customer will be notified and will be responsible for repairs and the after-hours service charge.

### ***Interlocal Agreement for Maintenance Purposes***

The LCMC may approve an Interlocal Agreement for Maintenance Purposes (IAMP) for governmental agencies in lieu of a one-year maintenance bond.

### ***Representation by Employees***

No inspector, agent, or employee of the LCMC may ask, demand, receive or accept any personal compensation for any service rendered to water customers or other persons in connection with supplying or furnishing water by the LCMC. No promise, agreement, or representation of any employee or agent of the LCMC with reference to the furnishing of water shall be binding on the LCMC except as consistent with these water service policies and procedures.

### **Temporary Water Use**

#### ***Hydrant Use***

At the LCMC Public Works Manager's discretion, authorization may be granted to take water from a fire hydrant connected to the LCMC water system. When a customer desires to use a fire hydrant for Temporary Water Service (short-term water service at a fixed site):

1. The customer will complete a Request for Action (RFA).
2. The customer shall utilize only the hydrant specifically designated by the LCMC.
3. LCMC will inform the customer of any possible fees associated with the request before authorizing use.

### **Usage Data Log Reports**

A customer may request a usage data log report. Data log information can come directly from the customer's meter or from their billing account.

#### ***Meter Data Logs***

A meter data log can be displayed in hourly, daily, or monthly increments. This information can be pulled up to 6 months in the past. The fee for a meter data log report is posted on the LCMC Fee and Fine Schedule. (It is not guaranteed that this information can be retrieved. It is dependent on many factors, for example, the life cycle of the register battery.)

#### ***Account Data Logs***

A data log produced from the customer's billing account can be displayed in increments equivalent to the meter reading uploads to the system. For example, in 2016, the meter readings were uploaded quarterly, and the data log reports would show as such. In 2018 the meter readings were uploaded monthly and would reflect those dates on the report. A request for this report can be done at any time. The fee for an account data log report is posted on the LCMC Fee and Fine Schedule.

## Meter Usage Disputes / Meter Testing

### ***Bench Tests***

Any customer who believes that their meter and/or register is not accurately calculating their usage may request to have their meter and/or register tested. LCMC will leave the customer's meter in the ground and compare the calibrations between it and 2 meters that have an accuracy rating of over 98%. The customer is encouraged to be present at the time.

If the results of the test show that the customer meter is within 2 percent of the test meters, the customer meter is considered accurate and any outstanding balances will be due in full. If the test results show that the customer meter is more or less than 2 percent of the test meters, the customer meter will be replaced with a certified meter and any disputed bill within the period not to extend back more than one service period will be adjusted accordingly.

The customer understands that to test a meter, water must flow through the customer's meter. The customer will be responsible for any amount of water used in the bench test and any possible charges associated with that use.

### Meter Accuracy Testing with the Manufacturer

A customer may request that their meter be sent into a certified meter testing facility for an independent evaluation. A Water Meter Test Request Form must be completed by the customer before the meter is removed and shipped to the testing facility.

1. A deposit will be required and covers the labor (uninstalling the old meter and installing a new meter), shipping, testing, and the cost of a new meter.
2. A new meter will be installed.

If the results of the test show that the meter is within the American Water Works Association (AWWA) tolerance of (98% - 102%), the meter is considered accurate; the deposit will be applied to the associated costs and any outstanding balances will be due in full. If the test shows the meter is less than 98% accurate or over 102% accurate, the customer's bill will be adjusted accordingly for a period not to extend back more than one service period from the date of the written request and the deposit will be credited to the customer's account.

### Meter and/or Register Replacement

Meters and/or registers will be replaced by LCMC when they fail. A customer may request that their meter and/or register be replaced by LCMC before they fail but will incur all costs associated with the replacement including parts, shipping, and labor, etc.

## Dispute Resolution

### ***Mandatory Hearing***

Any customer or other person who believes that he/she has been adversely affected by a decision that the LCMC has made regarding the furnishing of water service or the application of fees and charges has the right to have that decision reviewed in a hearing to be held by the Board.

### ***Representation***

A customer may represent himself/herself or may be represented by an attorney but not by a LCMC employee. An attorney will not represent the LCMC unless the customer is so represented. If the customer is to be represented by an attorney, the customer must inform the LCMC of that fact at the time the written request for a hearing is delivered to the LCMC, or if the services of an attorney are procured later, then as soon as such representation is arranged.

### ***Legal Authority***

As the first source of law LCMC shall apply LCMC Resolutions, Code and Regulations, including the policies and procedures described in this document. If none of these govern or decide the issue(s) presented, the Board shall resolve the issue(s) based on state and federal constitutions, statutes, and court decisions as advised by LCMC legal counsel.

## Water Use Efficiency Program

The fundamental elements of a Water Use Efficiency Program (WUE) include planning requirements and leakage standards, as well as goal setting and performance reporting. The water use data for System 3 and for System 5, demand forecasts and other planning requirements are addressed in Chapter 4 of the Water System Plan (WSP). The LCMC is committed to continue collecting water use data for evaluation of its WUE program and water use patterns, and for forecasting demands for future facilities. The WUE program that follows includes a statement of its goals and objectives, the evaluation and selection of alternative efficiency measures, the schedule and budget, and the method of program monitoring.

### ***Water Use Efficiency Goals and the Public Process***

Per WAC 246-290-830, WUE goals must be set through a public process and must be evaluated and reestablished a minimum of every 6 years. This is the initial version of the Lake Cushman Maintenance Company Water Use Efficiency Program. Lake Cushman has been operating with a flat rate water rate for many years. Charges for water service were billed at the beginning of each year. LCMC began installing service water meters several years ago and started the process of setting an increasing block metered water rate. It should be noted that the LCMC is governed by a Board elected for fixed terms by the Lake Cushman property lessees.

Board members must be Lake Cushman Property lessees. The Board set up a Water Committee to consider an increasing block metered water rate. The water committee considered recently acquired service meter consumption data and system expenses, and water customer input and made recommendations to the Board. The Board set the current increasing block metered rate based on the recommendations of the Water Committee. The Water Committee started meeting in January 2015. Water Committee meetings were opened to all property lessees and the property lessees were advised in advance of the meetings by way of a post on the LCMC website. The Water Committee was beset by many residents who were not in favor of changing from the flat-water rate and by many who were in favor of extending the first step, a flat rate, to provide as much water as possible at the least possible cost. The residents also made it clear that they did not want to endure monthly water bills. The Water Committee made a recommendation to the Board, and based upon that recommendation, the Board adopted the increasing block metered water rate with the exception that for the first year, 2016, the flat rate would be extended to provide the amount of water provided in both the first step and the second step. Starting in 2017, the second step consumption will be billed at the metered rate. As a part of the increasing block metered water rate, the water rate will be billed to customers on a quarterly basis each year. After evaluating the effectiveness of the water rate in reducing overall water demand, the Board will consider whether or not it is necessary to modify the water rate to ensure that customers are not being over-charged for the cost of water and that the system is generating adequate revenue for operation and maintenance and to affirm that the system can accommodate some capital improvements and maintain reserves as noted in the water system plan. A public hearing was held during the summer of 2015 to present and discuss the water system plan including the increasing block metered water rate. Notifications for the informational meeting regarding the water systems were mailed to the water customers in July 2015. The informational meeting was held in August 2015 and the adopted increasing block metered water rate was presented for comment.

One goal of this Water Use Efficiency program is to reduce water consumption. The initial goal for reducing water consumption is to reduce consumption by ½ percent per year for 6 years.

A second goal of this Water Use Efficiency program is to reduce the 3-year average Water Loss to less than 10%.

In the future, WUE goals will be evaluated and re-established during the water system planning process, or at minimum of every 6 years.

The LCMC will achieve these goals and objectives through the implementation of the WUE program that follows. Reducing water loss is a supply side goal that can be achieved through measures that will mainly be carried out by the LCMC. Reducing the demand per capita is a demand side goal that can be achieved through carrying out measures that affect customers' water use including the implementation of the metered water rate.

### ***Evaluation and Selection of Water Use Efficiency Measures***

Evaluation of WUE measures and selected levels of implementation are presented within this section. The measures fall within three categories of implementation: 1) mandatory measures that must be implemented; 2) measures that must be evaluated; and 3) additional measures that must be either evaluated or implemented.

System 5 served 1,503 water service connections in 2015. System 3 served 391 water service connections in 2015. Based on the number of connections, at least five WUE measures must be evaluated or implemented. Measures that are mandatory cannot be credited towards the system's WUE measures. Since the LCMC implements the minimum number of required measures, a cost-effective evaluation is not required.

### **Mandatory Measures**

#### ***Source Meters***

The volume of water produced by the system's sources must be measured using a source meter or other meter installed upstream of the distribution system. Source meters are currently installed and operating at each of the wells that serve System 3 and each of the wells that serve System 5. Any new sources installed in the future will be equipped with source meters.

#### ***Service Meters***

All public water systems that supply water for municipal purposes must install individual service meters for all water users. Service meters are currently installed and operating at all connections throughout the System 3 and System 5. All future connections that are installed or activated will be equipped with a service meter.

#### ***Meter Calibration***

The LCMC must calibrate and maintain meters based on generally accepted industry standards and manufacturer information. Compliance will be maintained by the LCMC by performing maintenance on the source and service meters every 5 to 10 years at a minimum. Meter calibration is performed on an as-needed basis, typically when meter readings are inconsistent with customer consumption history.

#### ***Water Loss Control Action Plan***

To control leakage, systems that do not meet the DSL standard must implement a Water Loss Control Action Plan (WLCAP). System 3 rolling 3-year average Water LOSS was 43.2 % for 2014, therefore a WLCAP is required. System 5 rolling 3- year average is 20.7% for 2014. The LCMC has set a goal to reach a Water Loss of 10 percent or less by 2022 or earlier. The LCMC plans to pursue an aggressive system-wide leak detection and repair program and a metering program for all flushing water. Leak detection will be performed by LCMC staff and professional contractors and repair of the leaking water mains will be completed as soon as possible. LCMC will continue to look for unauthorized

water users. LCMC takes the Water Loss issue very seriously and plans to utilize available resources to reduce the Water Loss percentage.

### Measures That Must Be Evaluated

#### ***Rate Structure***

The Water Rate Structure is subject to change each year according to budgetary needs and to encourage customers to conserve water. The rate structure can be found in the LCMC Fee and Fine Schedule.

#### ***Reclamation Opportunities***

The LCMC has evaluated reclamation opportunities but has determined that reuse opportunities are currently not feasible. Furthermore, there is no wastewater treatment plant sewage collection system within any of the water service areas or any areas adjacent to the service areas. Sewage treatment and disposal is achieved solely using individual septic systems.

### Selected Measures

#### ***Notifying Customers About Leaks on Their Property***

Notifying customers of potential leaks on the customer's property counts as a WUE measure. When the LCMC notices a potential leak through the electronic meter reading system, the property lessee will be notified by way of a leak report. Customers will be provided with consumption. If a customer receives a notice of a possible leak for more than 3 consecutive months, LCMC will begin the process of disconnecting the service.

#### ***Water Bill Showing Consumption History***

Now that the LCMC is using a metered water rate, customers will be provided with consumption history.

#### ***Water Meters for Blow-off and Flushing***

The LCMC will begin using water meters to record the volume water used at blow-offs, flushing and hydrants (flushing). Also, golf course potable water make-up for the golf course irrigation pond (irregular use) will be metered.

#### ***Customer Education***

The LCMC will continue to provide periodic customer education at least twice per year, in addition to the annual CCR, by including water tips with the bi-annual newsletter. Annual customer education regarding the importance of using water efficiently is a required element of all WUE programs. Customer education is provided in the annual Consumer Confidence Report (CCR) and includes information on the system's Water Loss and progress towards meeting WUE goals. LCMC also provides customer educational brochures on water conservation issues and provides free of charge water saving devices such as hose bib timers and shower timers.



### Evaluation Measures

The measures will be evaluated from the Water Systems' Perspective. The benefits of using water more efficiently will be measured against the potential costs of developing new sources of supply.

The measures will be evaluated on a Cost Sharing Perspective, to see if it would cost effective if the costs were shared with other entities such as neighboring water systems, water conservation partners, sewer districts, regional partners, wholesale water agencies, and energy utilities.

The measures will be evaluated on a Societal Perspective to see if it would be cost-effective if all costs and benefits were included. Some of the other benefits that may occur by implementing the WUE measures may include environmental, recreational, or aesthetic benefits. This can be a quantitative or qualitative evaluation because these benefits are more difficult to quantify.

The LCMC will continue to evaluate overall demand, demand per ERU, and the amount of Water Loss on an annual basis.

### Billing and Collections

#### ***Water System Accounts Receivable Management and Collections***

If a lessee fails to pay the base rate fee and metered charges by the due date in accordance with notices provided in the LCMC Water System Policies and Procedures, LCMC shall initiate procedures to disconnect the water connection.

Water Base rate fees: The Board approves the annual water system fees each year. The water base rate fees cover a baseline usage threshold to be determined by the board. The water base rate fee is an annual water access fee (billed quarterly) and shall not be pro-rated except upon initial installation or when permanently removed. There shall be no provision for seasonal fees. The water base rate fee consists of an Operations portion, a Capital Improvements portion, and a Water Reserves portion. The base rate fee may also include a Water Loan portion.

The metered charges cover any usage over the baseline threshold and will be billed using a rate structure to be determined by the board.

Public Utility Tax: The Washington State Department of Revenue assesses a 5.029% State Public Utility Tax on the Operations portion of the annual Base rate fee, and on the metered charges. The tax is remitted directly to the State of Washington.

The water base rate fee and metered charges will be billed on a quarterly basis in January, April, July, and October.

Late Fees: A late fee determined by the Board will be applied on all delinquent accounts after the 20th of the month.

**Hook-up fees:** The initial new connection installation hook-up fee is determined by the Board .

**Disconnect / Reconnect Fee:** The charge to disconnect and reconnect a water connection due to nonpayment is determined by the Board. This fee is charged at the time of disconnection. After hours, weekend and holiday reconnections are subject to availability of personnel to do the work.

Tampering Fine: A tampering fine determined by the Board will be assessed for tampering with the LCMC water system.

**Fees and fines associated with water services are outlined in the LCMC Fee and Fine Schedule.**

***Schedule of Billing and Collection of Water Accounts Receivable***

The LCMC staff will pursue collection of water accounts receivable in accordance with the LCMC Water Collections Schedule.

1. Quarterly statements will be mailed the first week of January<sup>2</sup>, April, July, and October. Customers who have signed up for paperless billing will receive a statement by email instead of regular mail. Statements will include any balance forward, a notice that a late fee will be accrued on the balance after the 20<sup>th</sup> of each month following the billing date, notice that non-payment of the association's charges may result in a lien and foreclosure of the association lien, and the Homestead Protection under RCW 6.13.80 shall not apply, the remittance address, website and phone number.
2. Quarterly payment is due by the 10th of the month following billing.
3. Late fees and Late Payment Penalties are accrued on delinquent accounts after the 20th of each month

***First Delinquent Notice:***

The first delinquent notice is mailed following the initial billing (customers who have signed up for paperless billing will receive a first delinquent notice by email instead of by regular mail), and shall state on its face the following:

- A) Balance forward including late fees
- B) The due date
- C) Notice that if the account is not paid in full by the due date:
  1. A lien will be filed and a lien fee that will apply.
  2. Water service will be disconnected, and a disc/reconnect fee must be paid before

---

<sup>2</sup> January Statements may be delayed due to the budget process.

- restoration of water service.
3. Late fees and Late Payment Penalties will continue to accrue if not paid by the due date.
  4. Remittance address, website, and phone number.
  5. Legal notice: Non-payment of the association's assessment may result in a lien and foreclosure of the association lien, and the Homestead Protection under RCW 6.13.80 shall not apply.

***Final Delinquent Notice:***

Following the first delinquent notice, LCMC will attempt to reach the delinquent customer by phone. If no contact is made a Final Delinquent Notice /Notice of Disconnection of Water Service will be sent via certified and regular first-class mail and shall state on its face the following:

- A) Balance forward including late fees
- B) The due date
- C) Notice that if the account is not paid in full by the due date:
  1. A lien will be filed and a lien fee that will apply.
  2. Water service will be disconnected, and a disc/reconnect fee must be paid before restoration of water service.
  3. Late fees and Late Payment Penalties will continue to accrue if not paid by the due date.
  4. Remittance address, website, and phone number.
  5. That if the Lessee wishes to discuss the matter, they must do so in writing to the Board within 10 days of the date of the notice.
  6. Legal notice: Non-payment of the association's assessment may result in a lien and foreclosure of the association lien, and the Homestead Protection under RCW 6.13.80 shall not apply.

Emergency responses to a Final Delinquency Notice may be made by the Board in accordance with Resolution 02-12.

Installment payment agreements will not be made for water fees.

~~Leak Forgiveness Procedure~~ **This section has been replaced by Resolution 2023-05 Relating to the Leak Forgiveness Policy, adopted by the Board on 07/29/2023.**

***Introduction***

~~This section provides the procedure adopted by the LCMC for processing requests received from members to have water charges reduced when they have experienced a leak in their water system, or certain other conditions leading to high water consumption charges.~~

**Definitions**

**Leak.** For purposes of this document, a leak is defined as an unintentional increase in water consumption due to failure of something in a lessee’s water system. Examples include, but are not limited to, a break in a water line, a running toilet, a leaking hot water tank, or malfunctioning control valve.

**Consumption charges.** Charges based upon amount of water used. Does not include the standby charge.

**Forgiveness.** Cancellation of consumption charges, as defined above, subject to limitations identified in this procedure.

**Procedures**

**Immediate corrective action**—Customers receiving notification of a leak are expected to take immediate action to prevent waste, and potential contamination, of the community’s water supply. This will ordinarily involve isolating the area of the leak, and taking whatever actions are needed to prevent introduction of contaminants into the water system, such as taping or plugging the piping system. If a customer receives a notice of a possible leak for more than 3 consecutive months, LCMC will begin the process of disconnecting the service.

**Permanent repairs**—Repairs required will vary with the nature of the leak. Customers may either arrange for someone else to do the repair or do them themselves.

**Requirements for forgiveness**—The customer will be required to install a personal isolation valve or provide proof that one is already installed. Documentation for the work done is required to request forgiveness. If the customer hires the work done, a copy of the paid invoice(s) may be used for documentation. If the repairs are done by the customer, the customer may provide copies of sales receipts for material, and/or a signed statement indicating that he/she has completed the repairs.

**Requesting forgiveness**—The customer will present the documentation required to the Administrative Services Staff. When Administrative Services Personnel have verified that the documentation shows the problem was fixed and an isolation valve is installed on the property, they are authorized to offer forgiveness of consumption charges for the quarter in which notification was provided, and either the prior quarter, or following quarter, depending upon when the notification was provided. Support Services Personnel are not permitted to offer forgiveness for more than two quarters of consumption charges, unless approved by the Board.

**Repeat occurrences**—The Administrative Services Staff will review cases in which the customer is known to have been given forgiveness on a past leak. The customer will ordinarily be given the benefit of the doubt, and the new leak will be treated as a new problem. In that case, the above forgiveness procedures will be applied. If the leak is the result of inadequate attention to an old problem, the case will be referred to the Public Works Committee.

~~Appeal—If the customer is not satisfied with the forgiveness offered by the Administrative Services Staff, they may appeal their case to the Public Works Committee. A customer may represent themselves, or may be represented by an attorney, but not by a LCMC employee. An attorney will not represent the LCMC unless the customer is so represented. If the customer is to be represented by an attorney, the customer must inform the LCMC of that fact at the time the written request for a hearing is delivered to the LCMC, or if the services of an attorney are procured later, then as soon as such representation is arranged. The Administrative Services Staff will provide guidance on how a customer may appeal their case, and how to remain a member in good standing until their case is heard by the Public Works Committee.~~

### Cross Connection Policy

#### ***Prevention of Contamination***

LCMC shall consider the customer's plumbing system, starting from the termination of LCMC's water service pipe, to be a potential high-health hazard requiring the isolation of the customer's premises by a DOH-approved , customer-installed and maintained reduced pressure principal backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA). The RPBA or RPDA shall be located at the end of LCMC's water service pipe (i.e., immediately downstream of the meter). Water shall only be supplied to the customer through a DOH-approved, customer installed and maintained RPBA or RPDA.

Notwithstanding the aforesaid, the LCMC, upon an assessment of the risk of contamination posed by the customer's plumbing system and use of water, may allow:

1. A single-family or duplex residential customer to connect directly to the water service pipe, i.e., without a DOH-approved double check valve assembly (DCVA) or RPBA.
2. Any customer other than a single-family or duplex residential customer, to connect directly to the water service pipe, i.e., without a DOH-approved double-check valve assembly (DCVA) or RPBA.

#### ***Conditions for Providing Service***

LCMC shall only provide water service based on the following terms and limitations:

1. The customer is responsible for taking all measures necessary to prevent the contamination of the plumbing system within his/her premises and LCMC's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any backpressure or back-siphonage condition, including the disruption of the water supply from the LCMC's system that may occur during routine system maintenance or during emergency conditions, such as a water main break.
2. The customer is responsible for installing, operating, and maintaining at all times his plumbing system in compliance with the current edition of the Uniform Plumbing Code having jurisdiction as it pertains to the prevention of contamination 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.
3. For cross-connection control or other public health-related surveys, the customer is responsible for providing LCMC's employees or agents free access to all parts of the premises during reasonable working hours of the day for routine surveys and at all times during emergencies. Where agreement for free access for LCMC's survey is denied, LCMC may supply water service if premises isolation is provided through a DOH approved reduced-pressure principal backflow assembly (RPBA).
  4. The customer is responsible for installing all backflow prevention assemblies requested by the LCMC or its agent and for maintaining those assemblies in good working order. The assemblies shall be of a type, size, and make approved by DOH and acceptable to LCMC. The assemblies shall be installed in accordance with the recommendations given in the most recently published edition of the *Cross-Connection Control Manual, Accepted Procedures and Practice*, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof.
  5. The customer is responsible for:
    - Having all assemblies (e.g., RPBA's and/or DCVAs) that LCMC relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by LCMC or its agent, after repair and after relocation.
    - Having all testing done by a purveyor-approved and currently DOH-certified Backflow Assembly Tester (BAT).
    - Having the RPBA or DCVA tested in accordance with DOH-approved test procedures; and
    - Submitting to the LCMC or its agent the results of the test(s) on LCMC or its agent-supplied test report forms within the time-period specified by LCMC or its agent.
  6. The customer is responsible for bearing all costs for the installation, testing, repair, maintenance, and replacement of the RPBA, RPDA, DCVA or DCDA (Double Check Detector Assembly) installed to protect LCMC's distribution system.
  7. At the time of application for service, if required by LCMC or its agent, the customer is responsible for submitting to LCMC or its agent, plumbing plans and/or a cross-connection control survey of the premises conducted by a purveyor-approved and DOH-certified Cross-Connection Control Specialist (CCS). The cross-connection control survey shall assess the cross-connection hazards and list the backflow preventers provided within the premises. The results of the survey shall be submitted prior to LCMC turning on water service to a new customer. The cost of the survey shall be borne by the customer.
  8. For classes of customers other than single-family residential, when required by LCMC or its agent, the customer is responsible for periodically submitting a cross-connection control resurvey of the premises by a DOH-certified CCS acceptable to LCMC or its agent. LCMC or its agent may require the re-survey to be performed in response to changes in the customer's plumbing or water use, or performed periodically (annually or less frequently) where LCMC

- or its agent considers the customer's plumbing system to be complex or subject to frequent changes in water use. The cost of the re-survey shall be borne by the customer.
9. Within 30 days of a request by LCMC or its agent, a residential customer shall complete and submit to LCMC or its agent a "Cross-Connection Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system on LCMC's distribution system. Further, the residential customer is responsible for providing within 30 days of a request by LCMC or its agent, a cross-connection control survey of the premises by a DOH certified CCS acceptable to LCMC.
  10. The customer is responsible for obtaining the prior approval from LCMC for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by LCMC or its agent for cross-connection control.
  11. The customer is responsible for immediately notifying LCMC or its agent and the local health jurisdiction of any backflow incident occurring within the customer's premises (i.e., entry of any contaminant/pollutant into the drinking water) and is responsible for cooperating fully with LCMC to determine the reason for the backflow incident.
  12. The customer acknowledges the right of LCMC to discontinue the water supply within 72 hours of giving notice to the customer, or a lesser period of time if required to protect public health, if the customer fails to cooperate with LCMC or its agent in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by LCMC or its agent, or in LCMC'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, LCMC may install an RPBA on the service pipe to provide premises isolation, and recover all 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 water service in accordance with LCMC's water billing policies.
  13. Where LCMC or its agent imposes mandatory premises isolation in compliance with DOH regulations, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of LCMC's water meter, the customer acknowledges his obligation to comply with the other cross-connection control regulations having jurisdiction (i.e., Uniform Plumbing Code). Although LCMC's requirements for installation, testing, and repair of backflow assemblies may be limited to the RPBAs used for premises isolation, the customer shall comply with the other terms herein as a condition of allowing a direct connection to LCMC's service pipe.
  14. The customer shall indemnify and hold harmless LCMC for all contamination of the customer's plumbing system or LCMC's distribution system that results from an unprotected or inadequately protected cross connection within the customer's premises. This indemnification shall pertain to all backflow conditions that may arise from LCMC's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the customer to provide adequate facilities to collect, store, and pump water for his/her premises.

15. The customer agrees that, in the event legal action is required and commenced between LCMC and the customer to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all incurred costs and expenses including, but not limited to, reasonable attorney's fees as determined by the Court.
16. The customer acknowledges that LCMC's survey of a customer's premises is for the sole purpose of establishing LCMC's minimum requirements for the protection of the public water supply system, commensurate with LCMC's assessment of the degree of hazard. It shall not be assumed by the customer or any regulatory agency that LCMC's survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by LCMC's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross connections therein.
17. The customer acknowledges the right of LCMC, in keeping with changes to Washington State regulations, industry standards, or LCMC's risk management policies, to impose retroactive requirements for additional cross-connection control measures.

LCMC or its agent will record the customer's agreement to the above terms for service on an "Application for Water Service," "Application for Change of Water Service," "Cross-Connection Questionnaire Form," or other such form prepared by the Purveyor and signed by the customer.

#### Implementation of the Cross-Connection Control Policy

LCMC has engaged the services of a DOH certified CCS to develop, implement and be in responsible charge of the LCMC cross connection control program.

LCMC, under the direction of the CCS, will prepare a written cross connection control program plan to implement the requirements of this Resolution. The written program shall be consistent with this Resolution and shall comply with the requirements of Chapter 246-290 WAC (Group A Drinking Water Regulations).

LCMC will use the most recently published editions of the following publication as references and technical aids:

1. *Cross Connection Control Manual, Accepted Procedures and Practices*, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof.
2. *Manual of Cross Connection Control*, published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California, or latest edition thereof.
3. *Cross Connection Control Guidance Manual for Small Water Systems*, published by the DOH, Office of Drinking Water.

LCMC will incorporate the written program plan into all Water System Plans and will submit the plan to DOH for approval, when requested.



LCMC, in consultation with the CCS, shall have the authority to make reasonable decisions related to cross connections in cases and situations not provided for in the Resolution or written program.

### ***Initial Questionnaire***

To identify potential cross connection hazards and prevent backflows.

1. Send the initial questionnaire with Cross Track Letter #1. Response is due within 30 days.
2. If the customer fails to return the questionnaire within 30 days, a questionnaire reminder will be sent (Cross Track letter #2). Response is due within 15 days.
3. If the customer fails to return the questionnaire after letter #2 or checks yes on the questionnaire, a letter will be sent informing the customer that they will be contacted soon to schedule a site survey.
4. A new questionnaire will be sent out to water customers every three (3) years.

### ***Site Survey***

Site inspection by the Cross-Control Specialist (CCS).

1. After the CCS conducts a site survey, a survey follow-up letter will be sent stating whether a backflow assembly is required or not.
2. If a letter states that a backflow assembly is required, the customer will eliminate the potential hazard, or install a backflow assembly using the instructions in the letter.
3. If the potential hazard is eliminated, no further action is required.
4. If an assembly is required, after the assembly is installed, the customer will send the test results to LCMC or its agent within 90 days.
5. After the test results are received, the customer will receive a letter reminding them about internal protection.
6. If an assembly is required and test results are not received within 90 days, the LCMC will terminate water service until an assembly is installed and tested and test results have been sent to LCMC or its agent. If an assembly has been installed, but not tested, LCMC may have it tested and the cost will then be added to the customer's water bill or LCMC will begin procedures to shut off the water service to the address.

### ***Backflow Assembly Test Notice***

Backflow assembly testing performed by a Backflow Assembly Tester (BAT)

1. Backflow Assemblies need to be tested annually. Send the Cross Track Initial Scheduled Test Notice letter which includes a list of qualified BATs in the area. Response of the completed test report is due within 30 days.
2. If the test report is received within 30 days, the results will be filed, and no further action is required until the next scheduled testing unless the customer's circumstances have changed.

3. If the test report is not received within 30 days, LCMC or its agent will send out the 1<sup>st</sup> Notice of Non-Compliance. Response is due within 15 days of the 1<sup>st</sup> notice.
4. If the test report is not received within 15 days of the 1<sup>st</sup> Notice of Non-Compliance, the 2<sup>nd</sup> Notice of Non-Compliance will be sent. Response is due within 15 days of the 2<sup>nd</sup> notice.
5. If the test report is not received within 15 days of the 2<sup>nd</sup> Notice of Non-Compliance, the 3<sup>rd</sup> Notice of Non-Compliance will be sent. Response is due within 15 days of the 3<sup>rd</sup> notice. The 3<sup>rd</sup> Notice of Non-Compliance also informs the customer that if a response is not received within the 15 days, LCMC may have it tested and the cost will then be added to the customer's water bill or LCMC will begin procedures to shut off the water service to the address.
6. If the test report is not received within 15 days of the 3<sup>rd</sup> Notice of Non-Compliance and LCMC has determined that water service shall be terminated, the Final Notice – Termination of Service Letter will be sent. The water customer must contact the office within 15 days. This letter states that if the customer does not contact LCMC within 15 days, LCMC will take appropriate action to protect the drinking water. If water service is terminated for non-compliance, a disc/reconnect fee will apply.

**SECTION IV – ENFORCEMENT This section has been replaced by Resolution 2023-06 Relating to the Public Works Committee Charter, adopted by the Board on 07/29/2023.**

#### General Overview

~~The LCMC shall be primarily responsible for enforcing LCMC's governing instruments, and for preventing and abating violations thereof. In performing this function, LCMC may avail itself of such injunctive and other legal remedies as may be available to it under Washington Law and LCMC's governing instruments, including by actions at law or in equity against any person violating or attempting to violate any of said rules, either to restrain such violations and/or to recover damages. LCMC or any member damaged by such violations may bring such lawsuits. LCMC may charge to a lessee found to have committed a violation, or may charge to the subject property upon which a violation is found to have been committed, the costs of preventing or abating such violation(s), and such charges shall be, in LCMC's sole discretion, continuing personal obligations and/or liens upon such lot(s) until the entire sum is paid, and may further serve as the basis for termination of lease. Such costs may include reasonable attorney fees as provided for herein. In any action to enforce these rules, the prevailing party may be awarded all costs of suit, including reasonable attorney fees, surveyor and expert witness fees, title report fees, and any other costs of proceeding.~~

#### Purpose

~~The purpose of this section is to establish a system for identifying and addressing violations of (or Committee rulings on) applicable governing instruments. An investigation into a possible violation is~~

initiated when a written report (Request for Action form), signed by either a member on his or her behalf, the Committee Chair, member of the Public Works Committee, or Security is filed with the Public Works Committee. Enforcement actions by LCMC which pertain to covenant violations subject to enforcement through issuance of a Notice of Violation are managed by the Public Works Committee pursuant to the following procedure. Enforcement actions initiated by LCMC Security resulting in enforcement of citations are processed through a separate procedure.

### Stop Work Orders

Whenever any work or development is being doing or use is being conducted contrary to the provisions of this Policy, the Public Works Manager or his / her designee may issue a Stop Work Order requiring that all or part of the work on the project be stopped or that the use be discontinued. A Stop Work Order shall be in writing unless the Public Works Manager or his / her designee determines that an emergency requires that the order be given orally. Service of the Stop Work Order may be in person, by conspicuously posting the Stop Work Order on the property or common area adjacent to the property, by giving a copy of the Stop Work Order to the person on the property who appears to be in charge and by certified mail return receipt requested. The Public Works Manager, or other designated person who issued the Stop Work Order, may modify, or supplement the Stop Work order. Any violation of a written Stop Work Order will be subject to a daily fine. Each day or part thereof during which any violation is committed or permitted shall constitute a separate offense.

The Public Works Manager or his / her designee are the only ones given the authority to remove a Stop Work Order once it has been issued.

Members are responsible for researching and determining Mason County or other governmental requirements and standards.

### Authority to Assess Fines

In addition to lawsuits to enforce these rules, the Public Works Committee has authority to assess fines against any lessee and related property for violating or attempting to violate these rules. Such fines may constitute liens against the property, as well as personal monetary obligations of those involved, and may be enforced in the same manner as assessment liens. Action may include termination of the lease by the LCC as provided in the lease document (requires full Board action). The Public Works Committee may, if deemed appropriate, file a complaint with Mason County.

### Appeal Procedure

To formally request an appeal, please follow the directions below.

You have three (3) options.

1. \_\_\_\_\_ Pay the bill in full (no request for an appeal hearing with the Board)

2. — Pay the bill in full (continue with a request for an appeal hearing with the Board)
3. — Defer paying the bill and request a hearing before the Board

**NOTE 1:** Options 1 and 2 will enable you to remain a member in good standing for the purpose of obtaining passes/permits

**NOTE 2:** Should you choose Option 2, if the Board decides to reduce the bill, you will be issued the applicable credit

**NOTE 3:** Should you choose Option 3, if we receive your appeal documents by the deadline, collection action on the charges will be delayed until a decision has been made by the Board.

**INSTRUCTIONS FOR REQUESTING A HEARING:**

1. — Submit a written request (see #2 for request requirements) for a hearing:
2. — In your request:
  - a. — Submit a written statement explaining your situation & why you are appealing your bill
  - b. — Indicate one of the following options
    - i. — I wish to appear before the Board in person in Open Session of a Board meeting
    - ii. — I wish to appear before the Board in person in Executive (Closed) Session of a Board meeting
    - iii. — I wish to appear before the Board via teleconference in Open Session of a Board meeting
    - iv. — I wish to appear before the Board via teleconference in Executive (Closed) Session of a Board meeting
    - v. — In lieu of appearing before the Board in person, you may request the Board limit its consideration to written information and materials submitted by you prior to the hearing date (in choosing this option, the Board will consider your appeal in Open Session).
  - c. — Include any supporting documentation
3. — You will be notified of your hearing date and time. See NOTE 2 for additional information.

**NOTE 1:** If you choose not to appear in person, you may not subsequently request an appeal arising from the decision rendered at the hearing.

**NOTE 2:** Submitting any written comment or supporting documentation ahead of the appeal will provide the Board an opportunity to read the material in advance of the appeal hearing, making efficient use of time during the hearing.

**NOTE 3:** Appeal hearings will be held at a Thursday Board meeting. Once you have been informed of the planned hearing date, you will be afforded one reschedule of the hearing for any reason, if requested in writing and received by LCMC prior to the date of the original hearing. Any subsequent requests for reschedule will require detailed justification and will be accommodated at the discretion of the Board.

The Board will consider appeals at the next regularly scheduled board meeting. Collection action will be placed on hold until the Board reviews the matter and communicates its decision to the LCMC

office.

~~The office will proceed in accordance with the Board's decision and will inform the Lessee of the outcome of the Board's review and will include a current statement via certified and regular first-class mail.~~

~~Any balances due after an appeal must be made within 15 days of the date on the Board's Decision Letter.~~