

# **OPERATING RULES, RATES, AND PROCEDURES**

**FOR**

**WASILLA WEST PROPERTY OWNERS ASSOCIATION  
WATER SERVICE AREA**

## **PUBLIC WATER SERVICE**

PREPARED BY: WWPOA WATER BOARD  
APRIL, 01, 2002

# **PUBLIC WATER SERVICE**

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# PUBLIC WATER SERVICE

## 1 DEFINITIONS

1.1 The definitions in this section are applicable to the terms used anywhere in these operating rules, rates, and procedures.

1.1.1 "Accessible" means capable of being reached quickly for operating, removal, or inspection without those desiring access to climb ladders, to climb over or remove obstacles, or to unlock doors.

1.1.2 "Commercial or Industrial Service" means the type of service rendered to premises utilized primarily or substantially for business purposes, or other than as living accommodation for occupants.

1.1.3 "Delinquent" refers to an account more than 25 days past due.

1.1.4 "Dwelling Unit" means one or more rooms and kitchen facilities in a building, or portion of a building, designed as a unit for occupancy by not more than one family for living and sleeping purposes.

1.1.5 "Locate" means to discover and mark the horizontal course of a water facility on the overlaying surface.

1.1.6 "Manager" person selected by management to operate the day to day affairs of the utility, hire and fire staff and resolve conflicts. Answers to the Water Board.

1.1.7 "Normal Business Hours" means the hours between 8:00 a.m. and 5:00 p.m. on Monday thru Friday, excluding recognized holidays.

1.1.8 "Residential Services" means the type of service made available to single or multiple family dwelling units, such as fourplexes and sixplexes not available for transient occupancy

1.1.9 "Service Connection" means that portion of the water service extending from the main in the easement or the street to the key box or on/off valve at the property line.

1.1.10 "Service Extension" means that portion of the water service extending from the key box or on/off valve to the customers premises.

1.1.11 "Tariff" means the rate schedules, operating rules, rates, and procedures, and other documents filed as tariff with the Alaska Public Utilities Commission.

1.1.12 "Classification of Service" means either "residential service" or "commercial or Industrial service" as those terms are defined in this section.

1.1.13 "Unified Billing" means the method of billing whereby the charges for utility services are itemized on a single bill submitted to the customer.

## **PUBLIC WATER SERVICE**

1.1.14 "WWPOA" means Wasilla West Property Owners Association.

1.1.15 "Water Board" means a board of 5 members of the WWPOA appointed by the WWPOA Board of Directors to oversee proposed changes to this Utility Ordinance, Rates, Classification of Service, and review and act upon customer complaints

1.1.16 Owners. The water utility is owned sole and outright by the WWPOA. WWPOA is solely responsible for the safe and legal operation of the utility. The WWPOA Board of Directors appoints the Water Board to manage the utility. Only WWPOA members who own property with access to the water system bear any responsibility for or have a vote on water utility issues.

# **PUBLIC WATER SERVICE**

## **ORGANIZATON**

### **Owners**

The water utility is owned solely and outright by the members of the Wasilla West Property Owners Association. This includes the well, water rights, pump house, pumps, pipes, tools, spare parts inventory and all other physical items related to operating the water utility from the well up to and including the "curb stop" valve on the member property line.

The WWPOA members who have access to the water system are legally responsible for the safe and legal operation of the water system. They bear these responsibilities collectively.

The WWPOA Board of Directors appoints the members of the "Water Board" for a term of no more than (1 ) years.

### **Water Board**

For all intents and purposes, this is the "Policy Making Board" of the water utility. They appoint the manager and oversee the work performed by the manager. They review the "Operating Rules, Rates and Procedures on a regular basis and recommend changes to the WWPOA. They are responsible for implementing and enforcing the present rules. They are responsible for setting the rate structure, classification of service and resolving customer complaints.

### **Manager**

The manager is responsible for the day to day operation of the water utility. They operate in the authority and scope of the "Operating Rules, Rates and Procedures". They are responsible for hiring and supervising the "Certified Operator" of the system and any other operational staff. They resolve customer complaints within the scope of the "Operating Rules, Rates and Procedures".

# **PUBLIC WATER SERVICE**

## **2. SCOPE OF RULES AND REGULATIONS**

### **2.1 Adoption**

2.1.1 These operating rules, rates, and procedures are adopted by the WWPOA for use in connection with the maintenance and operation of the Utility to be effective 25 June 2002. Copies of these operating rules, rates, and procedures, together with schedules of rate changes and pertinent business and contract forms are available from the WWPOA Board of Directors at PO Box 871731, Wasilla, AK 99687 Ph # 357-2284.

2.1.2 These operating rules, rates, and procedures shall apply to all services rendered by the WWPOA Water Utility. These rules, rates and procedures do not apply to those WWPOA members not serviced by the subdivision water system.

2.1.3 The Utility water production, treatment, and distribution facilities will be operated in accordance with all applicable Federal and State laws and in compliance with these operating rules, rates, and procedures.

### **2.2 Changes to Utility Ordinance**

2.2.1 Changes to these operating rates rules and procedures may be made, pending approval of the WWPOA Water Board, the WWPOA Board of Directors, and/or the majority of the WWPOA members. Proposed changes may be submitted 15 days in advance a scheduled board meeting or general membership meeting to the Utility Water Board.

# **PUBLIC WATER SERVICE**

## **3. Nature and types of services offered**

### **3.1 Water Service**

3.1.1 The Utility provides water on a permanent basis for domestic and commercial uses at a minimum system pressure of 20 pounds per square inch at all times. The water provided is intended to meet the safe drinking water standards established by the State of Alaska.

3.1.2 Water is delivered to some portions of the system at pressures significantly higher than state minimum. Customers utilizing water for purposes where high pressure could damage equipment or facilities, or otherwise produce injury, shall acquire and install necessary pressure reducing devices.

# **PUBLIC WATER SERVICE**

## **4. LIABILITY OF SERVICE**

### **4.1 Irregularity or failure of service**

4.1.1 The Utility will exercise reasonable diligence to furnish and deliver a continuous supply of water to the customer under constant pressure but will not be liable for damages caused by interruptions, shortages, irregularities, or failure due to accidents, interference, by third parties, or conditions beyond the control of the Utility.

### **4.2 Interruptions for Repairs or Modifications**

4.2.1 The Utility reserves the right to temporarily suspend the delivery of water service when necessary for the purpose of making repairs, modifications, or improvements to the system. Except in emergency conditions, the Utility will make a reasonable effort to provide customer notice of suspension of services, either through the use of postal service, phone, or direct customer contact. Repair work will be completed expeditiously and as far as possible, the work will be completed at a time of least inconvenience to the customer.

### **4.3 Customer Facilities**

4.3.1 The customers plumbing facilities shall conform to and be installed in compliance with the Uniform Plumbing Code, State of Alaska statutes and regulations, and these operating rules, rates and procedures. If inconsistencies exist between standards established by any of the above referenced statues, regulations, or ordinances, the most stringent standards shall apply.



# PUBLIC WATER SERVICE

## 5. GENERAL SERVICE CONDITIONS

### 5.1 Terms of Service

5.1.1 Unless specifically provided in a written contract for service, the minimum term of service is thirty days. A customer taking service for less than this minimum term will be billed for the minimum monthly charge specified under the applicable rate schedule.

### 5.2 Easements and / or Right of Ways Required

5.2.1 The utility may construct, own, operate, and maintain water facilities and other facilities necessary to the operation for the operation of the system in the right of way of public streets, roads, or highways which it has a legal right to occupy; or on public or private property across which easements or rights-of-way for the construction and maintenance of the water system determined by the Utility to be necessary to service the customer's premises.

### 5.3 Maintenance Responsibility

5.3.1 The Utility will maintain the Utility main lines and service connections up to and including the key box or on/off valve. The customer is responsible for maintaining the service extension, that portion of the water connection from, but not including, the key box or on/off valve to the residence. The customer shall be responsible for paying for any damage caused by frozen water connections and water extensions from the key box or on/off valve to the premises unless the freezing of the extension or connection was caused an act of the Utility not in conformance with these operating rules, rates and procedures.

### 5.4 Access to Premises and Facilities

5.4.1 Employee's of the WWPOA Water Utility shall have access to the premises of a customer at all reasonable times for the purpose of turning the service on or off; reading meters, testing or inspecting the customers facilities or equipment; or installing, repairing, thawing, removing, or exchanging facilities or equipment of the Utility.

5.4.2 The Utility desires to accommodate the occupants of the premises who are unavailable to permit access to structure because of employment or other circumstances. Pursuant to this objective, the Utility will attempt to telephone customers when access is denied, or communicate with neighbors or others who may be informed that access to the premises is needed.

5.4.3 The customer shall keep the key box lid and thaw wire exposed and accessible at all times. If access to the key box is obstructed, the customer will bear all costs incurred by the Utility in obtaining access to begin or terminate service.

# PUBLIC WATER SERVICE

## 5.5 Protection of Facilities

5.5.1 Meters, remote reading devices, or other facilities provided at the expense of the Utility for the service of the WWPOA Water Service Area are the property of the Utility. However, the customer is responsible for the safekeeping of the property of the Utility on its premises and should take all reasonable precautions against unlawful interference with the facilities. The customer may not interfere with, or cause disruption in the proper operation of the meter.

## 5.6 Disconnection for Tampering with or Failure to Protect Property

5.6.1 If equipment or facilities owned by the Utility within the WWPOA Water Service Area are damaged, tampered with, seals broken, or otherwise damaged, the Utility will discontinue water service to the customer until such time as satisfactory assurance has been provided that the facilities will be free from future interference. The customer shall reimburse the Utility for any damage to the equipment or facilities and for the estimated loss of revenue prior to reconnection.

## 5.7 Connections to Other Systems

5.7.1 The utility will deny service to or disconnect its services from any premises or facility that is connected to another water system, including a private well or other on property facility. Service from an on-property well must be abandoned in accordance with Alaska Department of Environmental Conservation rules and regulations.

## 5.8 Resale or Redistribution of Water

5.8.1 Water service from the Utility is provided only for the benefit of the premises actually connected and billed and is not to be resold or furnished with or without charge to another premises located in an area where a service connection exists and service could be applied for.

## 5.9 Required Facilities and Inspection

5.9.1 Water service will not be provided to any premises that is not equipped with an inside shutoff valve. The Utility will inspect all on-property service lines to ascertain the type of pipe and fittings utilized in the line, and other aspects of the service installation necessary to ensure delivery of the proper volume of uncontaminated water under sufficient pressure.

## 5.10 Waste of Water

5.10.1 Customer facilities and equipment shall be maintained and utilized in a manner that will avoid unnecessary waste of water. If substantial quantities of water are being wasted due to disrepair of customer facilities, the Utility may, upon fourteen days written notice to the customer concerning the required repair, disconnect service to the premises. Services will be restored upon inspection and approval of the repair by the Utility.

# PUBLIC WATER SERVICE

## 6. SERVICE CONNECTIONS AND EXTENSIONS

### 6.1 Required Water Connections

6.1.1 Mandatory hookup to the WWPOA Water Service Area is required for all new facilities constructed after May 30, 2002.

6.1.2 One service connection shall be constructed and installed from the water main to each building served on the property unless the property owner has accepted responsibility for payment of billing of water service to all premises on the property and has a statement to that effect on file with the Utility.

6.1.3 All costs associated with water connection will be borne by permit tee as described in 6.2.1

### 6.2 Connection Permits

6.2.1 The developer, property owner, or authorized agent shall acquire a connect permit from the Utility for each water connection and extension prior to its construction. The developer, owner, or authorized agent must complete the permit application, designate the size of connection and pay the permit fee as set forth in the schedule of fees and charges. No water connection will be made without the required permit.

### 6.3 Compliance With Standard Specifications

6.3.1 Water connections shall be constructed and installed in compliance with the Standard Construction Specifications of the Utility. A fee is charged for each connection prior to water being turned on. Fees for this service shall be in accordance with Section, Fees and Special Charges Non-Recurring

### 6.4 Governmental Permits

6.4.1 The developer, owner, or contractor shall acquire all permits and pay all fees established by any governmental agencies as a condition for the installation or construction of a water service connection or extension. Any governmental unit which would require the Utility to obtain the permit and accept responsibility, the developer, owner, or contractor shall reimburse and indemnify the Utility for all costs incurred to obtain the permit and provide any required guarantee secured by a bond to the Utility sufficient to cover possible damages or liabilities.

### 6.5 Permits for Roadway Crossings

6.5.1 The applicant for a permit to install a water connection within a Borough right-of-way or easement shall employ a bonded, licensed, and insured contractor to dig within the Borough right-of-way or easement.

# PUBLIC WATER SERVICE

## 7 DEPOSITS, BILLINGS, AND REPAYMENT

### 7.1 Establishment of Credit After Disconnect for Cause

7.1.1 To insure the payment of all charges due for water services prior to reconnection a customer shall make a cash deposit with the Utility per account in the amount equal to three monthly charges as set by the Utility, this deposit shall be above the reconnection fee as set forth in the fee and special charges section.

### 7.2 Refund of A Deposit

7.2.1 The Utility will refund the deposit after two years of service providing that, in the interim period, the Utility has not been forced to disconnect that customer's service due to delinquency in payment of charges or that the customer has not been delinquent more than once in any 12 consecutive months, or is not delinquent at the end of the two year period. The deposit is to be returned to the customer within 25 days of discontinuance of service. The deposit is non interest bearing and cannot be assigned.

### 7.3 Deposit Not to Affect Regular Collection Practices

7.3.1 A cash deposit remitted in compliance with the requirements of these operating rules, rates, and procedures does not relieve an applicant or customer from the obligation to pay bills promptly upon presentation. The Utility may discontinue service to any customer failing to pay current bills without regard to the fact that the customer has made a deposit with the Utility to secure payment of those bills or has furnished a guarantee in writing for the bills.

### 7.4 Rates Applicable

7.4.1 Water will be sold only at rates established in this manual of operating rules, rates, and procedures unless another rate is established by special contract approved by the WWPOA Water Board or Utility Manager.

### 7.5 Billing

7.5.1 Customers will be billed by the Utility WWPOA water service at intervals approximating 30 days. When applicable , each meter will be read on or about the same date each month and bills will be prepared, utilizing a cycle billing, based on a monthly cycle. Special contract customers will be billed in accordance with the contract provisions. Billings for less than thirty days shall be pro-rated on the basis of a thirty day month from the day of connection (turn on).

### 7.6 Delivery of Bills

7.6.1 Bills will be mailed to each customer each month at the premise supplied with water or to another address specified by the customer. Bills will be mailed at approximately the same time every month and the failure to receive a billing will not relieve the customer of the obligation to pay for the service rendered. A customer who has not received a bill for a period of sixty days shall notify the Utility.

# PUBLIC WATER SERVICE

## 7.7 Payment of Bills

7.7.1 Utility bills for services rendered by the Utility for WWPOA Water Service are due and payable on the date of the billing and will be considered past due and subject to a late charge or finance charge of ten and one half percent per annum from due date to collection of the account if not paid within twenty-five days after billing date.

## 7.8 Delinquent Bills

7.8.1 The Utility may discontinue water services if a customer permits a bill to become delinquent. The Utility will notify the customer of a contemplated turn-off by a door hanger or by Certified Mail at least forty-eight hours prior to discontinuance of service. A sum of fifteen percent of the outstanding balance of the account will be added as a service charge, will accrue interest at a rate of ten and one half percent per annum from the due date to the collection of the account.

## 7.9 Reconnection of Services

7.9.1 If a customer has had a service discontinued for cause, the Utility may refuse to furnish a new service to the customer at the same or any other location until all charges due to the Utility, including applicable re-connection charges specified in the schedule of fees and charges, have been paid and satisfactory assurance has been given to the Utility that future bills will be paid promptly. Such assurance may include a deposit.

## 7.10 Estimated Billing

7.10.1 If the Utility is unable to read a meter at the usual or scheduled time due to locked premises, weather conditions, road conditions, presence of dangerous animals, or other circumstances, the utility will bill the customer the minimum water rates and adjustments to the account will occur after the next meter reading.

## 7.11 Disputed or Erroneous Bills

7.11.1 A customer who is unable to obtain an adjustment of a billing that he/she believes to be in excess of the established rates may file a written complaint with the WWPOA utility manager as provided in section 8.1.1 of these operating rules, rates, and procedures.

## 7.12 Change of Occupancy

7.12.1 A customer who is listed on the Utility records as the person or entity responsible for water consumption at a specific location shall give notice in writing by mail, or in person, of an intended change in occupancy, specifying the date on which services are to be disconnected. Notice shall be provided at least five days prior to the change of occupancy. If the customer fails to provide the required notice, the customer will be charged for a water service furnished to the premises until the Utility provides service to a successor occupant.

# **PUBLIC WATER SERVICE**

## **7.13 Billing for Unauthorized Services**

7.13.1 A person who appropriates or accepts water service from the utility without applying for service and otherwise complying with these operating rules, rates, and procedures shall be billed at the residential, commercial, or industrial rate that would otherwise be applicable from the date of the turn-on or, if that date cannot be established, from the date of construction of the water connection. In addition, the customer will be billed for a penalty in an amount set forth in the schedule of fees and charges for the unauthorized turn-o turn-off.

## **7.14 Establishment of Rates for Service**

7.14.1 The Utility will advise the applicant for service of the rate to be applied to the service requested.

# **PUBLIC WATER SERVICE**

## **8 GENERAL PROVISIONS**

### **8.1 Customer Complaints**

8.1.1 Customer complaints may be filed in writing, and directed to the attention of the WWPOA Water Board. The complaint must be signed by the customer or and authorized representative who is directly affected by the subject of the complaint.

8.1.2 The complaint shall set forth the name, address, and telephone number of the complainant; the nature of the complaint plus any supporting facts, including the dates and times; and the remedy requested. The Board will investigate the complaint and respond within 15 days.

### **8.2 Main Shut-offs for Discontinuance of Service**

8.2.1 Should a customer intentionally prevent the Utility from disconnecting water service by preventing access to the key box, the Utility may, after 10 days written notice to the customer, excavate and turn the water off at the main by closing the service areas valve at the main. To restore service, the Utility must be paid all outstanding billings as well as the cost incurred to close and re-open the service area's valve.

### **8.3 Service Turn-on and Turn off**

8.3.1 The Utility will not discontinue service for a billing delinquency during the period 4:00 pm on Friday to 8:00 am Monday. If the customer requests service turn-on or turn-off during this time period, the customer must be present.

8.3.2 Each customer is entitled to one turn-on and one turn-off per year without charge at each location where service is provided. All additional turn-on and turn-off will be billed at in the amount set forth in the schedule fees and charges section of this ordinance.

## PUBLIC WATER SERVICE

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### 9. FEES AND SPECIAL CHARGES NON-RECURRING

SERVICE	SECTION REFERENCE	FEE OR CHARGE
Water Turn-On or Turn-Off: During Business Hours	8.3	\$50.00 per each
Water turn-On or Turn-Off: During Non-Business Hours		\$50.00 per each
Water Main Connection Fee	6.2	\$150:00 per each
Returned Check		\$25.00 per each
Call-Out During Business Hours		\$25.00 per each
Call-Out During Non-Business Hours		\$50.00 per each
Key Box Locate: During Business Hours		\$50.00 per each
Key Box Locate: During Non-business Hours		\$75:00 per each
Refundable Deposits on Delinquent Accounts	7.2	Two months water service at applicable monthly rates

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## PUBLIC WATER SERVICE

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### 10 WATER RATES

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SERVICE	SECTION REFERENCE	FEE OR CHARGE
Stub-Out Stand-By	Empty Lots W/Access	\$20.00 per month
Residential		\$45.00 per month
Commercial		\$70:00 per month
Multi-Family 4 plex		\$120.00 per month
Multi-Family 5 plex		\$145.00 per month
Multi-Family 6 plex		\$170.00 per month
Late Charge		\$25.00
Interest Charge		\$10.5%

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**Items to be added at a later date**

**1. Section concerning meters as they will be installed on all commercial, multi family, and single family dwellings at a later date.**

**2. Section on water treatment when it is required**

**WASILLA WEST PROPERTY OWNERS ASSOCIATION  
PUBLIC WATER SERVICE RATES UPDATE 2009**

<u>SERVICE</u>	<u>NOTES</u>	<u>FEE OR CHARGE</u>
Stub-Out Stand-By	Lots w/Access	\$14.00 per month
Residential	Single Family Home	\$32.00 per month
Commercial		\$49.00 per month
Home & Business		\$51.50 per month
Duplex		\$71.00 per month
Four-Plex		\$84.00 per month
Six-Plex		\$119.00 per month
Late Charge	Payment due by the 25 <sup>th</sup>	10.5% per annum
NSF Fee		\$5.00 per item
Disconnect / Reconnect		\$92.00 per call out

Breakdown of which lots are being charged which rate as of December 31, 2012:

**Stub-Out:**

Block 01 Lots 008, 009, 010, 013, 017, 019, 020, 021, 022, 023, 024, 025, 027, 028, 030, 031, 032, 033, 034; Block 02 Lot 008; Block 03 Lot 007

**Residential:**

Block 03 Lots 008, 012; Block 06 Lot 004; Block 07 Lots 001, 002, 003, 004, 005, 006, 007, 008; Block 08 Lots 001, 002, 003, 004, 005, 006, 007, 008, 009, 010

**Commercial:**

Block 01 Lots 001, 002, 003, 004, 005, 006, 007, 011, 014, 015, 016, 026, 029, 035, 036; Block 02 Lot 006

**Home & Business:** Block 01 Lot 012

**Duplex:** Block 01 Lot 018; Block 2 Lots 005, 007

**Four-Plex:** Block 03 Lots 009, 010

**Six-Plex:** Block 03 Lots 006, 011