

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

SARAH HAND,

Complainant(s),

DOCKET UW-170924

v.

**SURREPLY TESTIMONY OF BOB
BLACKMAN**

RAINIER VIEW WATER COMPANY, INC.,

Respondent(s).

SURREPLY TESTIMONY OF

BOB BLACKMAN

July 16, 2018

1 **I. MS. HAND'S WATER TESTS**

2 **Q: Have you reviewed the water testing data submitted with Ms. Hand's reply**
3 **testimony?**

4 A: Yes. I reviewed the contents of Exhibit 3 to the Reply Testimony of Sarah Hand, which
5 appears to be testing data and laboratory reports of three water samples taken from Ms.
6 Hand's home by engineer Susan Evans.

7 **Q: Were these tests taken before or after the filtration system was online on the water**
8 **system supplying water to Ms. Hand's home?**

9 A: These tests were conducted after the Fir Meadows 4 well was relegated to emergency-
10 only status but before the filtration system was online. My attorney created a visual
11 timeline of the dates pertinent to this matter, including when Ms. Hand alleges she first
12 noticed brown water at her house, when she first informed Rainier View of brown water,
13 when she filed her complaints with the UTC and then the Superior Court, when she took
14 her water samples, and the dates related to Rainier View implementing filtration on this
15 system. That timeline is attached as Exhibit 1.

16 **Q: Do you see any problems with the testing Ms. Hand's representative conducted?**

17 A: Yes, several. Most importantly, there is no information about sampling methodology,
18 such as why she selected the two locations from which she sampled, or the temperature
19 of the water collected in the sample.
20

21 **Q: Why does the water temperature matter?**

22 A: Hot water and cold water take different routes through a house. Ms. Hand states that
23 the bathtub faucet ran for 5 minutes between samples with the intent of sampling water
24 coming in directly from outside the house. However, the tests identify the sample as
25 "HW-MTub Faucet", which suggests this sample was of hot water from the master tub

1 faucet. It is very doubtful that the hot water heater emptied within five minutes such that
2 sample 2 was water drawn into the house from the outside pipes at that moment. More
3 likely, the second sample from the master bath contained water from the hot water
4 heater that had probably been stagnant for the prior 24 hours and was suddenly jolted
5 into action – a process likely to stir up manganese deposits in Ms. Hand’s pipes or water
6 heater and provide an artificially high manganese test reading.

7 **Q: What about the sample from the water heater?**

8 A: A water heater is not a sampling location that is likely to give a sample accurately
9 representing the water entering the house. The water heater, especially if unused for a
10 period of time, contains stagnant water. The hot water heater also tends to collect
11 contaminants over time. For that very reason, homeowners are recommended to drain
12 their water heaters at least once per year to flush out the naturally-occurring deposits
13 that accumulate over time. Thus, even though the sample from the hot water heater
14 contained levels of manganese below the secondary MCL, this reading is still probably
15 artificially high because it generally contains contaminants at a higher concentration than
16 the water entering the home.

17 **Q: Is Rainier View required to follow certain sampling and testing procedures?**

18 A: Yes. WACs 246-290-300, -310, and -320 explain the sampling and testing procedures
19 and requirements imposed on Rainier View in great detail. For example, Table 4 to WAC
20 246-290-300 describes the location from which to draw samples for Complete Inorganic
21 Chemical and Physical tests, like the one Ms. Hand collected. It prescribes the sample
22 be taken from “a point representative of the source, after treatment, and prior to entry to
23 the distribution system.” Although Ms. Hand could not have unilaterally tested the
24 source water, the source water test results are publicly available and have been
25

1 produced in discovery. A copy of the most recent Fir Meadows 4 test data produced in
2 discovery is attached as Exhibit 2. These tests show that the water entering the
3 distribution system is consistently at or near non-detectable levels of manganese, and in
4 every test, far below the secondary MCL. Ms. Hand could have taken a more
5 representative sample by collecting water as close to the point of delivery as possible.
6 Rule 9 of Rainier View's tariff provides that the point of delivery is the water meter. A
7 copy of the Tariff is attached as Exhibit 3.

8 **Q: Do you believe the water Rainier View provides to Ms. Hand is impure?**

9 A: No. Ms. Hand's assertion that the water Rainier View provided her is presumptively
10 "impure" because one of the three samples her representative collected from her house
11 slightly exceeded the secondary MCL for manganese is overzealous. In addition to the
12 sampling methodology I already discussed, the WACs prescribe a rolling annual testing
13 average, rather than relying on one solitary test result. Using one single test to make a
14 legal presumption about an entire water system is unreasonable, particularly relating to
15 qualities of the water that are notorious for sporadic fluctuations based on sudden
16 pressure events. Where the statutes and regulations require Rainier View to follow a
17 particular method of testing, it would be unjust to deem Rainier View's water "impure"
18 based on a different, less precise testing method.

19 **Q: What if we averaged Ms. Hand's test results together, as the WACs suggest?**

20 A: If we assume the "non-detect" reading to be zero, based on Ms. Hand's own tests of
21 0.08 from the second tub draw, 0.03 from the water heater sample, and non-detect from
22 the first tub draw, Ms. Hand's water averages 0.037. Thus, even despite the flawed
23 sampling methods, Ms. Hand's water sample average is below the secondary MCL for
24 manganese of 0.05.
25

1 **Q: Will you please address Ms. Hand’s allegation about water “color”?**

2 A: The color of the water is also strongly affected by the testing methodology. The water at
3 the bottom of the water heater, particularly when it has been stagnant for periods of time,
4 will inherently have a higher color reading. It is possible that condition caused the high
5 reading from the water heater sample and the second tub draw, despite a non-detect
6 reading on the first tub draw.

7 **Q: What remedy would a high color reading demand?**

8 A: Like manganese, color has a secondary MCL under WAC 246-290-310, so Rainier View
9 would be required only to take follow-up action as directed by the DOH. The DOH has
10 not directed Rainier View to take any such action. Nonetheless, if a customer called to
11 report discolored water that did not clear up after letting the water run, we would create a
12 work order to flush the pipes at that location. This method has proven successful in
13 nearly every case.

14 **Q: Will you please address Ms. Hand’s allegations about turbidity?**

15 A: Ms. Hand cites WAC 246-290-666(c)(iii), which does not apply to Southwood Sound, the
16 water system servicing Springwood Estates. According to WAC 246-290-620, Part 6 of
17 Chapter 246-290 WAC applies to water systems that use surface sources or
18 groundwater sources under the direct influence of surface water, known as GWI. The
19 DOH and Department of Ecology both classify the wells at issue here as groundwater,
20 rather than surface water or GWI sources, because of the depth of the wells and the
21 confining layers about the intakes. Thus, the turbidity requirement Ms. Hand mentions is
22 not applicable.

23 **Q: How does this relate to her allegations about potential health concerns?**

24 A: Ms. Hand argues that turbidity present in some of her tests poses a health risk based on
25

1 a statement she found by the USGS Water Science School. Surface and GWI water are
2 more susceptible to certain waterborne diseases, as described in WAC 246-290-601,
3 thus, the State requires additional testing and treatment for surface and GWI sources.
4 Even though groundwater sources, like the wells at issue here, are less susceptible to
5 waterborne illnesses, the state regulations impose disinfection and monitoring
6 requirements with which Rainier View complies.

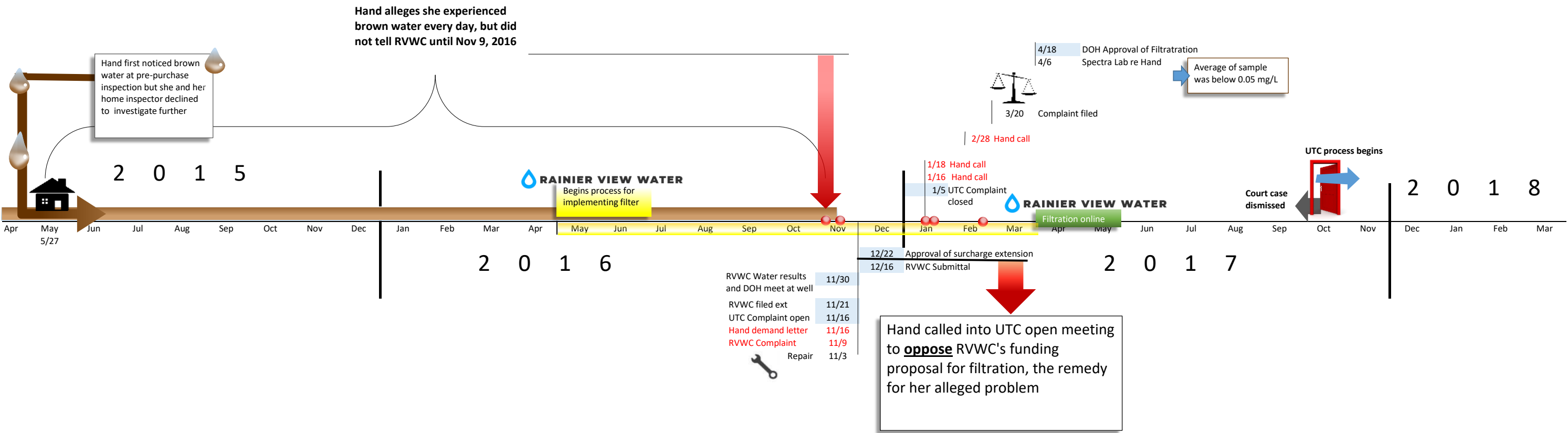
7 **Q: What does the DOH's proposed adoption of the EPA's lifetime health advisory for**
8 **manganese mean to Rainier View?**

9 A: DOH's anticipated adoption of the EPA's lifetime health advisory would require no
10 change to Rainier View's operations. As Mr. Means explained at pages 8-9 and 49-50,
11 the secondary MCL for manganese is 50 parts per billion, or 0.05 mg/L, at which point
12 manganese begins to present an aesthetic concern. It is not until the manganese
13 reaches a sustained level of 300 parts per billion, or 0.30 mg/L, that a potential health
14 concern begins to arise. He explained that manganese is a nutrient our bodies require,
15 that we typically get through food, and that this lifetime health advisory represents a very
16 conservative, precautionary number, assuming everybody is already exposed to normal
17 amounts of manganese through other sources.

18 **Q: Does any testing show Rainier View's water at the level of the EPA's lifetime**
19 **health advisory?**

20 A: No -- even the pre-treatment levels of manganese at the Fir Meadows 4 well are less
21 than half the level identified in the lifetime health advisory the DOH may adopt. And
22 because the tests consistently show Rainier View's water far below the EPA's lifetime
23 health advisory, we believe this further proves that the water we provide is safe to drink.
24
25

EXHIBIT 1



Hand called into UTC open meeting to **oppose** RVWC's funding proposal for filtration, the remedy for her alleged problem

2015

5/27 Purchase of the Hand House

2016

- 11/03/2016 Pressure release valve replaced
- 11/09/2016 Hand reported claim to RVWC. RVWC denied claim
- 11/16/2016 Hand presented demand letter to RVWC
- 11/16/2016 UTC informal. Complaint opened
- 11/21/2016 RVWC filed extension of treatment surcharge (\$0.75 per month)
- 11/30/2016 RVWC meets DOH at well site to discuss successful pilot program. "D" well offline to "emergency -only" status.
- 12/16/2016 RVWC Filtration Submittal to DOH
- 12/22/2016 Approval of Extension of Surcharge tariff

2017

- 1/05/2017 UTC staff closes complaint: "Company Upheld"
- 1/16/2017 Hand call re brown water
- 1/18/2017 Hand call re brown water
- 2/28/2017 Hand call re brown water
- 3/20/2017 Complaint filed with Superior Court Pierce County
- 4/06/2018 Spectra Laboratory Water Report re Hand's Residence
- 4/18/2017 DOH Filtration Approval
- 10/2017 Superior Court case dismissed. UTC formal complaint process begins

EXHIBIT 2

Fir Meadows 4 Iron & Manganese Treatment Results

Title	Date and Time	Site	Iron MG/L			Manganese			GPM	Cl2 residual	Test Taken By
			Before Treatment	Iron MG/L After Treatment	Iron Test Method	Before Treatment	Manganese After Treatment	Manganese Test Method			
	3/16/2018 10:45	Fir Meadows 4	0.02	0.03	Colorimeter	0.13	0.00	Colorimeter	315	0.58	Candi Shelton
	3/1/2018 13:05	Fir Meadows 4	0.04	0.00	Colorimeter	0.13	0.00	Colorimeter	325	0.42	Candi Shelton
	2/16/2018 8:10	Fir Meadows 4	0.00	0.00	Colorimeter	0.13	0.00	Colorimeter	315	0.50	Candi Shelton
	2/8/2018 14:15	Fir Meadows 4	0.00	0.00	Colorimeter	0.12	0.01	Colorimeter	297	0.44	Paul Tatum
	1/11/2018 14:20	Fir Meadows 4	0.02	0.00	Colorimeter	0.13	0.00	Colorimeter	295	0.59	Candi Shelton
	12/14/2017 8:05	Fir Meadows 4	0.02	0.00	Colorimeter	0.14	0.01	Colorimeter	305	0.75	Candi Shelton
	11/28/2017 12:35	Fir Meadows 4	0.01	0.01	Colorimeter	0.13	0.00	Colorimeter	305	0.63	Candi Shelton
	11/3/2017 13:05	Fir Meadows 4	0.02	0.00	Colorimeter	0.12	0.01	Colorimeter	305	0.79	Candi Shelton
	10/23/2017 11:35	Fir Meadows 4	0.00	0.01	Colorimeter	0.14	0.01	Colorimeter	295	0.75	Candi Shelton
	10/5/2017 10:15	Fir Meadows 4	0.02	0.02	Colorimeter	0.13	0.01	Colorimeter	305	0.73	Candi Shelton
	9/21/2017 13:55	Fir Meadows 4	0.03	0.01	Colorimeter	0.13	0.01	Colorimeter	300	0.44	Candi Shelton
	9/7/2017 14:50	Fir Meadows 4	0.04	0.01	Colorimeter	0.14	0.01	Colorimeter	315	0.54	Candi Shelton
	8/30/2017 9:35	Fir Meadows 4	0.04	0.06	Colorimeter	0.14	0.02	Colorimeter	320	0.55	Candi Shelton
	8/17/2017 8:25	Fir Meadows 4	0.03	0.00	Colorimeter	0.14	0.01	Colorimeter	325	0.49	Candi Shelton
	7/26/2017 8:05	Fir Meadows 4	0.05	0.02	Colorimeter	0.12	0.01	Colorimeter	345	0.65	Candi Shelton
	7/6/2017 15:00	Fir Meadows 4	0.02	0.02	Colorimeter	0.11	0.00	Colorimeter	360	0.64	Candi Shelton

EXHIBIT 3

See Also:

Richardson Water Companies

930673

Sub
WN U-2
FIRST REVISED SHEET NO. 1
CANCELLING
ORIGINAL SHEET NO. 1
RAINIER VIEW WATER COMPANY, INC.

ORIGINAL

RAINIER VIEW WATER COMPANY, INC.
P.O. Box 44427
Tacoma, WA 98444

(N)
(N)

NAMING RATES FOR
WATER SERVICE
IN SOUTHWEST WASHINGTON

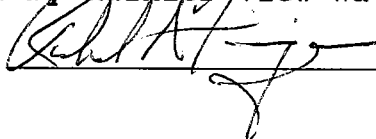
At
Portions of Pierce and
Kitsap Counties

(T)
|
(T)

And
CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE

Issued June 11, 1993 Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By  Title Attorney

WN U-2

TWELFTH REVISED SHEET NO. 2
CANCELING ELEVENTH REVISED SHEET NO. 2

RAINIER VIEW WATER COMPANY, INC.

INDEX PAGE

<u>Schedule</u>	<u>Title of Sheet</u>	<u>Sheet No.</u>	
	TITLE PAGE	1	
	INDEX PAGE	2	
	RULES AND REGULATIONS	5	
	SERVICE AREAS	20	
1	RESIDENTIAL METERED RATE SERVICE	21	(T)
1A	NON-RESIDENTIAL METERED RATE SERVICE	22	(T)
2	UN-METERED RATE SERVICE	32	(T)
3	SERVICE CONNECTION CHARGE	33	
4	TREATMENT SURCHARGE	34.1	(T)
5	TAX SURCHARGE	35	
			(D)
6	FIRE PROTECTION SERVICE	36	
7	SERVICE VISIT	37	
8	WATER AVAILABILITY LETTERS	38	
9	CONTRACTOR SERVICE	39	

BY AUTH. OF LSN ORDER 02 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-091466

Issued: September 15, 2009

~~Effective: October 16, 2009~~

Issued by: Rainier View Water Company, Inc.

June 1, 2010

By: Richard A. Finnigan

Title: Attorney

WN U-2

**FOURTH REVISED SHEET NO. 2.1
CANCELING THIRD REVISED SHEET NO. 2.1**

RAINIER VIEW WATER COMPANY, INC.

INDEX PAGE (Continued)

<u>Schedule</u>	<u>Title of Sheet</u>	<u>Sheet No.</u>	
10	FIRE HYDRANTS	42	
11	TAX ADJUSTMENTS	43	
12	CROSS CONNECTION CONTROL	45	
13	WHOLESALE WATER – CITY OF TACOMA	48	
14	IRRIGATION SERVICE	49	(N)
15	FIRE SUPPRESSION INSTALLATION	52	(N)
16	GENERAL FACILITIES CHARGES	56	(N)

Issued: November 3, 2015

Effective: November 4, 2015

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

**SUBSTITUTE SECOND REVISED SHEET NO. 5
CANCELING FIRST REVISED SHEET NO. 5
RAINIER VIEW WATER COMPANY, INC.**

RULES AND REGULATIONS

Rule 1 – Water Service

(a) Application

Service and supply of water shall be rendered only after the signing of an application by the prospective customer and its acceptance by the utility, such application to state fully and truly all the purposes for which water may be required; and after agreement by the applicant to conform to the lawful rules and regulations established by the utility and filed with the Washington Utilities and Transportation Commission (herein referred to as "Commission"). As part of the application, the prospective customer must complete a cross connection survey for the application to be considered complete.

(N)
(N)

(b) Change of Use

The customer will not increase his or her demand or use of service as stated in the customer's application without giving due notice of such increase. In the event of such increase, the customer will be required to pay the utility's regularly published rates for such increased service and demand from the date of connection and use of the same.

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

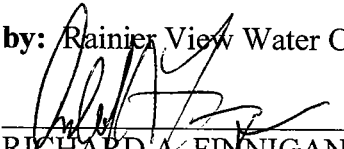
BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. *UW-020536*

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ *November 16, 2002*

Issued by: Rainier View Water Company, Inc.

By:


RICHARD A. FINNIGAN

Title: Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COMM.

ORIGINAL

930675

WN U-2

Sub

FIRST REVISED SHEET NO. 6
CANCELLING
ORIGINAL SHEET NO. 6
RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

(c) Termination of Service

Service will be discontinued upon the customer giving the utility written notice prior to the date of disconnection. The customer will be held responsible for all charges accruing prior to the date specified in the notice, or in case of failure to give notice, then until the water is turned off.

(M)

Rule 2 - Services

The pipe and facilities through which water is furnished from the distribution system to each separate building, residence, summer cottage, tent, camp or group of buildings that is or could be logically served by one pipe line will be considered a service. Only one customer will be permitted on a service, except by approval of the utility.

(M)

Rule 3 - Service Connection Charge

See Schedule 3

Rule 4 - Reconnection Charge

When service has been discontinued due to delinquent account, request of the customer, refusal to make proper repairs or similar cause, a charge of \$20.00 will be made for restoring service, provided the service reconnection can be completed during office hours regularly maintained by the utility. For reconnections requested to be completed during other hours, a charge of \$30.00 will be made.

(K)

(K)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

BY

Richard A. [Signature]

Title

Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COMM.

930673

ORIGINAL

WN U-2

Sub

FIRST REVISED SHEET NO. 7
CANCELLING
ORIGINAL SHEET NO. 7
RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 5 - Disconnection Visit Charge

(T) (K) (M)

When the utility dispatches an employee to a residence for service to be disconnected due to delinquent account, and customer at such time pays delinquent balance, a charge of \$10.00 will be made for the disconnection visit.

Rule 6 - Service Connection

(T)

The utility will construct service connections of a proper size, as determined by the utility, from its distribution mains to the customer's property. The utility reserves the right to refuse to construct a service connection to any property in case a reasonable doubt exists as to continuity of service, or in case the applicant's pipes are not properly constructed and protected.

Rule 7 - Installation of Meters

(T)

The utility reserves the right to meter any flat rate service at its convenience, the utility's metered service rates thereupon to become effective, provided the customer has received 30 days' written notice. All meters so placed will be installed and maintained by the utility without cost to the customer.

A meter will be installed upon any flat rate service at the request of the customer, provided, however, that the actual cost of the meter installation must be paid by the customer at the time of the installation and before the water is turned on. The amount so paid will be refunded to the customer by allowing a credit of one-quarter ($\frac{1}{4}$) of the monthly bill until such time as the amount has been paid, provided such refund payments do not run for more than

(T)

(T)

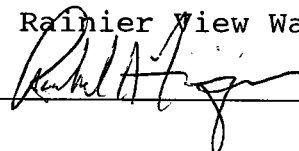
(K) (M)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By



Title

Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COMM.

930675

ORIGINAL

WN U-2

Sub

FIRST REVISED SHEET NO. 8
CANCELLING
ORIGINAL SHEET NO. 8
RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

three years from the date when refunds began. All meters will be maintained by the utility without cost to the customer.

(K) (M)

Rule 8 - Distribution Main Extension

(T)

Where elevation and construction conditions permit and one or more bona fide prospective permanent customers request a main extension, the utility will construct the same. The cost, including, without limitation, all taxes, in excess of the estimated revenue for a period of three years shall be paid by the prospective customers in advance of construction, except that the utility will pay for system extensions of less than 300 feet which do not involve road crossings, borings or other unusual expenses or conditions. No extension will be considered as coming under this rule where the ratio of the total cost of the extension to the estimated yearly revenue is greater than six to one.

(T)

(N)

(N)

Subsequent applicants requesting service on such an extension within three years after the establishment thereof shall obtain, in writing, from each and all of the original applicants who, at the time connected to the extension, made payments under these rules, either

(a) A receipt acknowledging payment of a pro rata share of the amount paid on the extension by the original applicants, or

(b) A waiver of payment in lieu of receipt under (a); provided, however, that when the cost of furnishing such service exceeds the minimum investment required of the utility, then the connection will be treated as a new extension.

(K) (M)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By Robert H. [Signature] Title Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COMM.

ORIGINAL

930675

WN U-2

Sub

FIRST REVISED SHEET NO. 9
CANCELLING
ORIGINAL SHEET NO. 9
RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 9 - Responsibility for and Maintenance of Services

(T)

The point at which water shall be delivered to and received by the customer shall be on the property line (Point of Delivery) of the customer's premises at a point designated by the utility. The utility will install its meter at the Point of Delivery, except, at its option, the utility may install its meter at some other agreed point on the premises of the customer, provided that in such event the property line shall nevertheless be deemed the Point of delivery. All pipe and fixtures on the customer's side of the Point of Delivery shall be provided by the customer and maintained and operated at the customer's expense.

(T)

Where there are leaking or defective pipes or fixtures, the water may be turned off at the option of the utility until the proper repairs are made. The utility may require any service to be equipped with a stop and waste cock to be used during freezing weather instead of permitting water to be run continuously from faucets.

The utility reserves the right to set meters or other devices without notice to the customer for the detection and prevention of fraud or waste.

Rule 10 - Access to Premises

(T)

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

(T)

(K) (M)

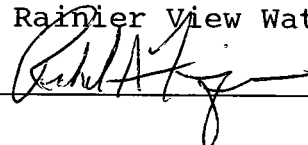
(K) (M)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By



Title

Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

**SUBSTITUTE SECOND REVISED SHEET NO. 10
CANCELING FIRST REVISED SHEET NO. 10**

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 11 – Interruptions to Service

The utility will make a diligent effort to render uninterrupted service and supply of water; and in cases where shut-off is necessary for repair, reconstruction, damage prevention or similar cause, the utility will endeavor to give advance notice to its customers of such expected shut-off. However, the utility will not be responsible for any damage which may result from any cessation of service such as above outlined, nor for failure to give notice of shut-off when circumstances are such that it is impracticable to give notice as above stated.

Rule 12 – Bills

All water bills shall be paid monthly in arrears. Water bills are due and payable no later than fifteen days after issuance. Where the meter has not been read, a minimum bill shall be rendered and adjusted when the next succeeding meter reading is available.

Rule 13 – Deposits

Rules relating to water companies are provided in Chapter 480-110, Washington Administrative Code (WAC). Rules covering Credit and Deposits are published as WAC 480-110-335, DEPOSITS, and are available upon request.

(C)

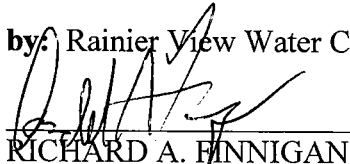
BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. uw-020536

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ *November 16, 2002*

Issued by: Rainier View Water Company, Inc.

By:


RICHARD A. FINNIGAN

Title: Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

FIRST

SUBSTITUTE ~~SECOND~~ REVISED SHEET NO. 11

CANCELING ~~FIRST~~ REVISED SHEET NO. 11

ORIGINAL

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 14 – Delinquent Accounts and Disconnections

Rules relating to water companies are provided in Chapter 480-110, Washington Administrative Code (WAC). Rules covering Discontinuance of Service are published as WAC 480-110-355, DISCONTINUANCE OF SERVICE, and are available upon request. In addition to the grounds set forth elsewhere in this tariff or in rule, failure to comply with Schedule 12, Cross Connection Control, shall result in disconnection of service.

(C) (N)
|
(N)

Rule 15 – Rates

Rates for water service and supply shall be those published in the company's tariff on file with the Commission. Unless otherwise stated in this tariff, the rates shall apply to a single service to one customer at one premise. Where two or more families with separate housekeeping establishments occupy the same or separate dwellings, each family using water shall be considered a separate customer. Each separate housekeeping establishment or business will be considered a customer.

When conditions require that more than one customer be supplied through one meter, each customer shall be charged the minimum charge as provided by the schedule of rates. If the consumption as shown by the meter exceeds the allowance for the minimum charge multiplied by the number of customers, the excess consumption charge shall be computed at the regular rates for one customer and the amount prorated equally to the several customers, or otherwise as may be agreed by the customers and the utility.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-020536

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ November 16, 2002

Issued by: Rainier View Water Company, Inc.

By:


RICHARD A. FINNIGAN

Title: Attorney

WN U-2

**SUBSTITUTE FIRST REVISION OF SHEET NO. 12
CANCELING ORIGINAL SHEET NO. 12**

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 16 - Account Service Charge

A service charge of \$15.00 will be made for each new account or change of account responsibility on an existing service. Such charge shall be included in the initial billing to the customer. An additional charge of \$10.00 will be made when the utility must dispatch an employee to establish a base meter reading. Where separate new connections or change are required for service billed on different account numbers at the same address, the service charge shall be applied to each account, unless service has been separate for the utility's convenience. The service charge shall not apply to the following:

- (a) Installation of a new service;
- (b) When a temporary or seasonal connection or reconnection charge is made; or
- (c) When an owner or agent assumes temporary responsibility for service to vacated premises.

A service charge shall be applied to each account for each check returned unpaid for any reason by the bank upon which the check is drawn and for each credit card payment, debit card payment, electronic funds transfer or ACH that is dishonored, returned or refused. The charge is \$10.00.

(N)
|
(N)

(K)
|
(K)

*K: Material has been moved to Sheet No. 13

Issued: July 7, 2014

Effective: August 6, 2014

Issued by: Rainier View Water Company, Inc.

By: RICHARD A. FINNIGAN

Title: Attorney

WN U-2

**FIRST REVISION OF SHEET NO. 13
CANCELING ORIGINAL SHEET NO. 13**

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 17 - Sprinkling and Irrigation

Water used for sprinkling and irrigation shall be paid for at the regular prescribed tariff rates for such service. The hours for such use shall be as prescribed from time to time by the utility, subject to protest by any customer affected and to review by the Commission.

(M)

(M)

No person shall use water for sprinkling or irrigation purposes during any fire in the area, and all sprinkling and irrigation shall be stopped immediately when an alarm of fire is sounded, and not resumed until the fire has been extinguished.

During peak use months (June through September), and at such other times when demand may be high, the utility may prohibit or limit sprinkling and irrigation to preserve water for domestic consumption.

Rule 18 - Property on Public Highways

All distribution mains and those portions of service connections, exclusive of customer-owned lines, in or on streets or public highways will be considered utility property and will be maintained by the utility at its expense.

Rule 19 - General

The utility hereby adopts and makes a part of this tariff the regulations of the Commission, Chapter 480-110 Washington Administrative Code.

*M: Moved from Sheet No. 12.

Issued: July 7, 2014

Effective: August 6, 2014

Issued by: Rainier View Water Company, Inc.

By: RICHARD A. FINNIGAN

Title: Attorney

JUN - 9 1993

WASH. UT. & TRANS. COMM.

930675

WN U-2

Sub

ORIGINAL SHEET NO. 14

ORIGINAL (N)

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)**Rule 20 - Limitations on Liability****(a) General**

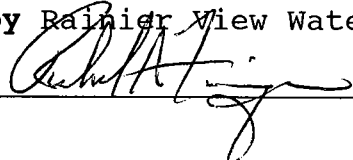
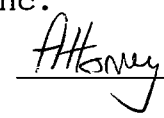
The company's liability, if any, for its gross negligence, willful misconduct or violation of Chapter 19.122 RCW is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this tariff as an allowance for interruptions. THERE SHALL BE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

(b) Disclaimer

THE COMPANY EXPRESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) Relation to Charges

The charge for services rendered under this tariff are expressly based on the limitations on damages and disclaimer of warranties set forth above.

Issued June 11, 1993
Effective July 12, 1993**Issued by** Rainier View Water Company, Inc.**By**

Title


RECEIVED

FEB - 3 2004

WASH. UT. & TRANS. COMM.

ORIGINAL

030304

WN U-2

**SUBSTITUTE SECOND REVISED SHEET NO. 15
CANCELING FIRST REVISED SHEET NO. 15**

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 21 – Unauthorized Use of Service

Where service has been disconnected either through the request of the customer or through action of the utility, and the Service (which includes, but is not limited to, the saddle, curb stop, piping, meter setter, angle stop, check valve, meter) has been locked, authorized service can not be restored without the utility first reinitiating service. If service is restored by the unauthorized removal of the meter lock, the customer receiving the unauthorized service will be charged the cost of the meter lock and a \$30 charge for inspection of the Service for damages. If the original Service was damaged by the removal of the meter lock, the customer receiving unauthorized service will be liable for the cost of replacing the damaged Service. In addition, the utility will charge the customer receiving unauthorized service the tariff rate for all service that the utility estimates was taken plus all of the utility's costs resulting from the unauthorized use and all applicable fees per WAC 480-110-355.

(N)

(N)

Issued: February 3, 2003

Effective: March 5, 2004

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

**FIRST REVISION OF SHEET NO. 16
CANCELING ORIGINAL SHEET NO. 16**

RAINIER VIEW WATER COMPANY, INC.

RULES AND REGULATIONS (Continued)

Rule 22 - Commercial Service - Irrigation Connection

Where a commercial account desires to use water for irrigation, a separate connection for irrigation will be required. The customer will be required to pay the service connection charge under Schedule No. 3 for the irrigation connection and the irrigation connection will be separately metered and billed.

Rule 23 - Responsibility for Delinquent Accounts

The utility will not refuse or discontinue service to an applicant or customer who is not in arrears to the utility even though there are unpaid charges due from the premises occupied by the applicant or customer, due to the unpaid bill of a prior tenant unless there is evidence of intent to defraud. The property owner will be responsible for any unpaid bills incurred by renters.

(N)

(N)

Issued: July 7, 2014

Effective: August 6, 2014

Issued by: Rainier View Water Company, Inc.

By: RICHARD A. FINNIGAN

Title: Attorney

WN U-2

ELEVENTH REVISED SHEET NO. 20**CANCELING****TENTH REVISED SHEET NO. 20****RAINIER VIEW WATER COMPANY, INC.**SERVICE AREAS

Detailed maps of the following Service Areas are available for inspection in the utility's business office or in the Olympia office of the Washington Utilities and Transportation Commission.

<u>System</u>	<u>DOH ID No.</u>	<u>System</u>	<u>DOH ID No.</u>
Artondale	03160V	Purdy Acres East	700007
Brookhaven	08760Y	Purdy Acres West	70001Q
Cascade Highlands	45061H	Riverview	72975W
Chateau Woods	596095	Rocky Bay	73620P
Eastwood Park	221957	Rosedale Heights	743716
Firwood	36176H	Ryanwood	19601W
Greenbriar	29345M	Shaw Cove	77960C
Henderson Bay	77147E	Sherwood Ranchettes	23651U
Moore's 40 Acres	35336N	Southcreek 1	25707W
Muck Creek Hill	50225H	Southcreek 2	42931P
Nelson Ridge	06081Y	Southwood	82844H
Nisqually Park	59588K	Spanaway One Acre	
Olympic Mall	63479B	Ranchettes	02771B
Pine Lake Mobile		Ranch	353545
Home Est	67397Y		

(N)

Issued: May 5, 2015**Effective:** June 4, 2015**Issued by:** Rainier View Water Company, Inc.**By:** Richard A. Finnigan**Title:** Attorney

WN U-2

**SEVENTEENTH REVISED SHEET NO. 21
 CANCELING
 SIXTEENTH REVISED SHEET NO. 21**

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 1

Metered Rate Service

Applicable:

To water service where a meter is installed, other than residential customers for the period from May 1 to September 30.* (T)

Meter Size	Base Rate	1st Block (cubic feet)	1st Usage Rate ¹	2nd Block (cubic feet)	2nd Usage Rate ¹	3rd Block (cubic feet)	3rd Usage Rate ¹
3/4-inch ²	\$13.90	0-600	\$0.94	601-3,000	\$1.15	Over 3,000	\$2.42
1-inch	\$17.75	0-1,500	\$0.94	1,501-7,500	\$1.15	Over 7,500	\$2.42
1 1/2-inch	\$46.40	0-3,000	\$0.94	3,001-15,000	\$1.15	Over 15,000	\$2.42
2-inch	\$74.20	0-4,800	\$0.94	4,801-24,000	\$1.15	Over 24,000	\$2.42
3-inch	\$139.00	0-9,000	\$0.94	9,001-45,000	\$1.15	Over 45,000	\$2.42
4-inch	\$231.70	0-15,000	\$0.94	15,001-75,000	\$1.15	Over 75,000	\$2.42
6-inch	\$463.40	0-30,000	\$0.94	30,001-150,000	\$1.15	Over 150,000	\$2.42

¹ - Based on per 100 cubic feet or fraction thereof.

² - or smaller

*Rates for residential customers for the period of May 1 through September 30 of each year are found on Sheet No. 21.2. (T)

Issued: May 31, 2016

Effective: July 1, 2016

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

**FIFTH REVISED SHEET NO. 21.1
CANCELING
FOURTH REVISED SHEET NO. 21.1**

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 1

Metered Rate Service (Continued)

(T)

Conditions:

1. Existing customers may not decrease the size of the meter serving their property unless the Company, in its discretion, agrees such resizing is appropriate. The cost of any replacement meter and its installation shall be paid by the customer. The meter size may be increased if there is substantial new construction to a size determined by the Company to be appropriate for the use of the property. For new customers, the Company will determine the appropriate meter size taking into account the proposed use of the property.
2. A compound meter is a combination of a large meter and a small meter, with a special change-over valve to accurately measure an extremely broad range of flow rates. A compound meter is billed as a single customer; this is done by applying the larger meter size to determine the monthly metered rate service for base rate and usage blocks; the total billed usage amount is determined by combining the usage of both the large and small meters.
3. For customers that also have a Fire Suppression Installation under Schedule 15, the customers will receive a single bill for authorized use under both this Schedule and Schedule 15. Customers who have violated the terms of Schedule 15 such that the service under said Schedule 15 is deemed to have become a domestic service (see, Schedule 15, Condition C.12) will receive two bills, one for each service.

Issued: May 5, 2015

Effective: June 4, 2015

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

FOURTH REVISED SHEET NO. 21.2

CANCELING

THIRD REVISED SHEET NO. 21.2

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 1 (Continued)

Metered Rate Service (Continued)

Residential Customers for
May 1 through September 30

(T)

Meter Size	Base Rate	1st Block (cubic feet)	1st Usage Rate ¹	2nd Block (cubic feet)	2nd Usage Rate ¹	3rd Block (cubic feet)	3rd Usage Rate ¹
3/4-inch ²	\$13.90	0-600	\$0.94	601-3,000	\$1.15	Over 3,000	\$5.00
1-inch	\$17.75	0-1,500	\$0.94	1,501-3,000	\$1.15	Over 3,000	\$5.00

¹ - Based on per 100 cubic feet or fraction thereof.

² - or smaller

Issued: May 31, 2016

Effective: July 1, 2016

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

TENTH REVISED SHEET NO. 22
CANCELING NINTH REVISED SHEET NO. 22

RAINIER VIEW WATER COMPANY, INC.

(D)

BY AUTHORITY OF SECRETARY LETTER DATED 1/6/16 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET UW-150573

Issued: December 31, 2015

Effective: February 1, 2016

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

FIRST REVISED SHEET NO. 22.1

CANCELING

ORIGINAL SHEET NO. 22.1

RAINIER VIEW WATER COMPANY, INC.

(D)

(D)

Issued: May 5, 2015

Effective: June 4, 2015

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

FEB 24 2004

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

FOURTH REVISED SHEET NO. 23

CANCELLING

THIRD REVISED SHEET NO. 23

RAINIER VIEW WATER COMPANY, INC.

(RESERVED FOR FUTURE USE)

Issued: February 24, 2004

Effective: March 26, 2004

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

TENTH REVISED SHEET NO. 32
CANCELING
NINTH REVISED SHEET NO. 32

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 2

Un-metered Rate Service

Applicable:

To water service for any purpose, where no meter has been installed.

Monthly Rate:

\$28.68

(I)

1. Schedule No. 2, Un-metered Rate Service, will be terminated with the metering of current Subscribers.

BY AUTH. OF ORDER 02 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET UW-111399

Issued: November 23, 2011

Effective: January 1, 2012

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

FEB 24 2004

WASH. UT. & TRANS. COMM.

ORIGINAL

04000000

WN U-2

SECOND REVISED SHEET NO. 32.1

CANCELING

FIRST REVISED SHEET NO. 32.1

RAINIER VIEW WATER COMPANY, INC.

(RESERVED FOR FUTURE USE)

Issued: February 24, 2004

Effective: March 26, 2004

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

FEB 24 2004

WASH. UT. & TRANS. COMM.

ORIGINAL

01/10/04
14:30:00

WN U-2

SECOND REVISED SHEET NO. 32.2

CANCELING

FIRST REVISED SHEET NO. 32.2

RAINIER VIEW WATER COMPANY, INC.

(RESERVED FOR FUTURE USE)

Issued: February 24, 2004

Effective: March 26, 2004

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COM. 219066

ORIGINAL

Sub

WN U-2
FIRST REVISED SHEET NO. 33
CANCELLING
ORIGINAL SHEET NO. 33
RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 3

SERVICE CONNECTION CHARGE

<u>Size of Service Connection</u>	<u>Service Connection Charge plus associated Federal Income Tax Recovery</u>	
up to 3/4 inch service	\$350.00 x _____ 1 _____	(C)
	(1 - Fed. Inc. Tax Rate)	
Larger than 3/4 inch service	Time and Material plus Federal Income tax recovery	(C)

1. "Service Connection," as used herein, includes the installed pipe from a water main of adequate capacity to the applicant's property line and the installation of a meter box and fitting necessary to provide the requested water service. Paving repair costs, when applicable, are in addition to the Service Connection Charge. Cost of a meter will be borne by the utility.

2. Where an existing water main must be enlarged to furnish an adequate supply of water to the applicant(s) and present customers, the replacement cost of the water main and all costs associated with said replacement shall be borne by the applicant(s) requesting the new service(s). Rule 8 - Distribution Main Extension shall be applicable to subsequent applicants requesting water service on that portion of the water main replaced.

(K)
|
(K)

Issued June 11, 1993 Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By Robert A. [Signature] Title Attorney

WN U-2

Sub

ORIGINAL SHEET NO. 34

ORIGINAL (N)

RAINIER VIEW WATER COMPANY, INC.

3. All work will be installed upon execution of a written agreement between the utility and the applicant and payment by the applicant, in advance of construction of all contracted costs.

(M)

4. When it is necessary to bore under an existing road, the cost of boring will be in addition to the Service Connection Charge.

(M)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By *Richard A. Fagan* Title Attorney

WN U-2

FOURTH REVISION OF SHEET NO. 34.1
CANCELING
THIRD REVISION OF SHEET NO. 34.1

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 4
TREATMENT SURCHARGE

I. APPLICABLE

To all service connections.

II. RATE

\$0.75 per month per service connection.

III. PURPOSE

To pay for a portion of the costs of construction for new treatment facilities to address manganese and iron issues.

IV. EXPIRATION

This surcharge shall expire on the earlier of July 31, 2025, or upon the collection of \$1,740,434 in principle, interest, taxes and fees. (T)
(I)

BY AUTHORITY OF ORDER 01 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET UW-161232

Issued: November 21, 2016

Effective: December 31, 2016

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COM. DIV.

930675

ORIGINAL

WN U-2

Sub

THIRD REVISED SHEET NO. 35
CANCELLING
SECOND REVISED SHEET NO. 35
RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 5

(T)

TAX SURCHARGE

(Reserved for Future Use)

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By



Title



WN U-2

FIRST REVISED SHEET NO. 35.1
CANCELING
SUBSTITUTE ORIGINAL SHEET NO. 35.1

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 5.1

(Reserved for Future Use)

(D)

(D)

BY AUTH. OF LSN ORDER 02 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-091466

Issued: September 15, 2009

Effective: ~~October 16, 2009~~

June 1, 2010

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

**SECOND REVISED SHEET NO. 36
CANCELING SUBSTITUTE FIRST REVISED SHEET NO. 36**

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE NO. 6

FIRE PROTECTION SERVICE

Availability:

For schools and commercial properties where fire flow requirements exceed residential service levels.

Applicable:

To Fire Flow Service

<u>Monthly Rate:</u>	<u>RATE</u>
Per Square Foot of Building	\$00.006
Per Square Foot of Building – Schools	\$00.003

Conditions:

1. In addition to the Availability provisions stated above, the rates from this Schedule shall apply to a Fire Suppression Installation where the meter is larger than one inch (1"). See, Schedule 15, Condition C.2.

(N)
|
(N)

BY AUTH. OF COMPANY LETTER DATED **5/15/08**

Issued: April 16, 2008

Effective: June 1, 2008

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED

JUN - 9 1993

WASH. UT. & TRANS. COMM.

930675

ORIGINAL

WN U-2

Sub

FIRST REVISED SHEET NO. 37
CANCELLING
ORIGINAL SHEET NO. 37
RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 7

SERVICE VISIT

Availability:

Throughout the company's service area.

(T)

Applicable:

This service charge will apply only when the customer requests a second or subsequent service visit and:

1. the cause of the disruption or interruption of the customer's service or degradation of quality is found to be the same cause determined on an earlier service visit (within 90 days), and

2. is on the customer's side of the Point of Delivery.

The company will maintain service records adequate to document that the problem found is the same problem previously encountered. The record will show, at a minimum, the customer's name and address, date of service request, date of service call (if different from the date of service request), type of problem and disposition. These records shall be maintained for a minimum of one year and provided to the Commission upon request. The company will notify the customer on the initial service visit (in person or by written notice) when the cause of the problem is on the customer's side and, further, will inform the customer that a subsequent service call which finds the same problem will be billed at tariffed rates. The company must also advise the customer prior to making a second or subsequent service visit that charges will apply if the problem is determined to be the customer's responsibility.

Charge:

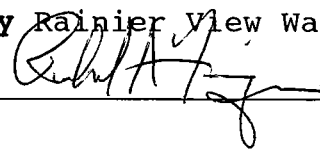
\$30.00 per visit.

Issued June 11, 1993

Effective July 12, 1993

Issued by Rainier View Water Company, Inc.

By



Title

Attorney

WN U-2

Sub

ORIGINAL SHEET NO. 38

(N)

RAINIER VIEW WATER COMPANY, INC.

ORIGINAL

SCHEDULE 8

WATER AVAILABILITY LETTERS

A. Applicable:

To owners, owners' agents and developers of property requesting water availability letters for the purpose of obtaining drainfield design approval and/or certificates of water availability for the purpose of obtaining building permits from the county.

B. Rate:

Water availability letter - \$15.00
Certificate of water availability - \$25.00

C. Conditions:

1. Any owner, owners' agent or developer seeking a water availability letter or certificate of water availability from the company must first pay the appropriate charge set forth on this Schedule.

2. Water availability letters shall be valid for no more than twelve months from the date of issuance. Certificates of water availability shall be valid for no more than twelve months from the date of issuance.

Issued March 7, 1994

Effective April 8, 1994

Issued by Rainier View Water Company, Inc.

By

Title

Attorney

WN U-2

ORIGINAL SHEET NO. 39

ORIGINAL (N)

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 9CONTRACTOR SERVICE**A. Applicable:**

To any person or entity intending to obtain water through the use of a fire hydrant or other valve connection within the company's distribution system.

This Schedule does not apply to fire trucks and related personnel engaged in fire fighting activity.

B. Rate:

1. For a one time withdrawal of water not to exceed 10,000 gallons, there will be no charge other than the application fee set forth in Condition C.1 below.

2. For all other withdrawals, a flat rate of \$200.00 will be charged for such service allowing withdrawal for a period of 30 days.

C. Conditions:

1. Any person, corporation or other entity desiring service under this Schedule must first make application to the company on a form provided by the company for that purpose. An application fee of \$25.00 must accompany the application.

2. For those customers who are making other than a one time withdrawal, and who desires an extension of service, a request therefor must be made to the company. The application fee set forth under Condition C.1 above will be waived, but the monthly rate under paragraph B.2 will be charged again and service will only be extended for an additional 30 days absent an additional renewal under this

Issued April 28, 1994

Effective June 1, 1994

Issued by Rainier View Water Company, Inc.

By 

Title _____

Attorney _____

RECEIVED

DEC 31 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

FIRST REVISED SHEET NO. 40
CANCELING ORIGINAL SHEET NO. 40

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 9 (Continued)

CONTRACTOR SERVICES (Continued)

condition. If there is a break in service before extension is requested, i.e., the specified period has elapsed before request for extension, the application fee under Condition C.1 above will be charged.

3. Any person, corporation or other entity taking water from the company's system for any use whatsoever without having first made application for service under this Schedule, and that application having been accepted, and the appropriate fee remitted, will be liable for all charges as if a permit had been approved and, in addition, the costs, charges and fees available to the company in accordance with the fraudulent obtaining or use of service as described under RCW 80.28.240 and Commission rules, if any.

(C)
(C)

4. Service shall only be granted if:

a. Such service does not affect the ability of the company to provide services required by Chapter 480-110 WAC;

b. Pressure is at all times maintained as required by rules of the Washington Utilities and Transportation Commission, Department of Health, and county and local ordinances;

c. The company is aware of no possible restrictions on the use of water, i.e., conservation requirements due to draught or any other unusual circumstances.

5. The company may suspend any such service under this Schedule in the event of occurrences related to Condition 4.

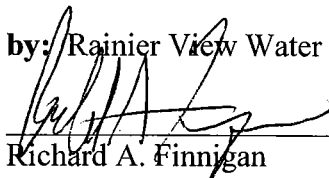
BY AUTH. OF COMPANY LETTER DATED 2/7/03

Issued: December 31, 2002

Effective: ~~February 1, 2003~~ March 1, 2003

Issued by: Rainier View Water Company, Inc.

By:


Richard A. Finnigan

Title: Attorney

RECEIVED

DEC 31 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

SECOND REVISED SHEET NO. 41
CANCELING FIRST REVISED SHEET NO. 41

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 9 (Continued)

CONTRACTOR SERVICES (Continued)

6. The company will specify the location of where such service is to be obtained, the withdrawal rate at which such service shall be obtained, and the methods which will be used to obtain such service. Any violation of this Schedule shall be deemed to have been a withdrawal of water as though an application had not been submitted.

7. The customer shall be responsible for any and all damage to hydrants, pipes, mains or other equipment of the company caused by use of this Service or improper use of said equipment.

(D)

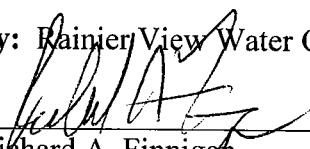
BY AUTH. OF COMPANY LETTER DATED 2/7/03

Issued: December 31, 2002

Effective: ~~February 1, 2003~~ March 1, 2003

Issued by: Rainier View Water Company, Inc.

By:


Richard A. Finnigan

Title: Attorney

WN U-2

**SUBSTITUTE FIRST REVISED SHEET NO. 42
CANCELING ORIGINAL SHEET NO. 42**

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 10

FIRE HYDRANTS

A. Applicable:

To the installation of fire hydrants, where requested by customer.

B. Rate:

\$5,457.00 plus sales tax.

(I) (T)

Time and materials for construction and installation of any road crossings, line extensions, or other service improvements required to install a fire hydrant anywhere other than directly adjacent to an existing main shall apply in addition to the basic charge. Time and materials for such construction shall also include sales tax.

(T)

C. Conditions:

1. Fire hydrants will be constructed only after a customer has made a deposit equal to one-half of the estimated cost of installation of said hydrant and then only where the company can provide fire flow which meets minimum state and county (or city, if applicable) standards.

2. Installation of a fire hydrant by the company shall not constitute a warranty or guaranty by the company that a fire will be extinguished. The customer is advised at all times to maintain adequate fire insurance to cover the customer's expected loss from a fire which may occur.

3. The company will deny a customer request for a hydrant if the system serving the customer cannot provide the level of service required for fire flow under county or, if applicable, city ordinance.

Issued: April 21, 2006

Effective: June 1, 2006

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

RECEIVED
FEB 21 1997
WASH. UT. & TRANS. COMM.
ORIGINAL
970281
(N)

WN U-2

ORIGINAL SHEET NO. 43

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 11

TAX AJUSTMENTS

General:

1. The rates and charges applicable under other schedules of this tariff do not include any portion of business, occupation, use of streets or other excise taxes levied by any municipality or other governmental body.

2. In order for the company to recover its costs of the above-referenced taxes without imposing the burden of that tax upon its subscribers outside the City of Gig Harbor, amounts equivalent to such taxes where now imposed, or which may hereafter be imposed, shall be billed by the company to its Gig Harbor customers within the territorial limits of the City of Gig Harbor on a pro rata basis.

3. The adjustment set forth in this schedule shall apply to all services applicable under other schedules of this tariff within the territorial limits of the City of Gig Harbor.

Tax Adjustment:

<u>Taxing Jurisdiction</u>	<u>Kind of Tax</u>	<u>Rate</u>
City of Gig Harbor	B & O	5%

Conditions:

1. In taxing jurisdictions where the ordinance or similar edict creating one of the above-referenced taxes does not provide for a tax on the amounts collected for the applicable tax, the tax rate for billings will be applied in accordance with the ordinance to the rates and charges applicable under other schedules of this tariff for services, as applicable, on each subscriber's bill.

Issued February 21, 1997

Effective March 24, 1997

Issued by Rainier View Water Company, Inc.

By *Richard A. Fji*

Title Attorney

RECEIVED
FEB 21 1997
WASH. UT. & TRANS. COMM
ORIGINAL
(N)
970281
182026

WN U-2

ORIGINAL SHEET NO. 44

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 11 (Continued)

TAX AJUSTMENTS (Continued)

Conditions (Continued):

2. In taxing jurisdictions where the ordinance or similar edict creating one of the above-referenced taxes provides for a tax on the amounts collected for the applicable tax, an effective tax rate for billing will be determined by relating the amount of tax imposed by the ordinance to revenues. The effective rate so determined will be applied to the rates and charges applicable under other schedules of this tariff for service, as applicable on each customer's bill.

3. Deductions authorized by the ordinance or similar edict creating one of the above-referenced taxes which reduce the total amount of taxes paid to the taxing jurisdiction will be made before determining the effective tax rate to be applied to each customer as set forth in Conditions 1 and 2 above.

Issued February 21, 1997

Effective March 24, 1997

Issued by Rainier View Water Company, Inc.

By 

Title Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

00000

WN U-2

SUBSTITUTE ORIGINAL SHEET NO. 45

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 12

CROSS CONNECTION CONTROL

A. Applicable:

To all customers served by the utility for purposes of assessing the presence of cross connections and additional requirements apply to those customers that have cross connections.

B. Rate:

Site Visit Charge	- \$10.00
Premises Inspection Charge	- \$25.00 per hour prorated for time spent
Installation of Approved Backflow Prevention Assembly	- Time and materials

C. Conditions:

1. This schedule is established pursuant to the requirements adopted by the Washington State Department of Health in WAC 246-290-490, as it now exists or is hereafter amended or replaced. Copies of this regulation are available from the Washington State Department of Health or from the utility.

2. All customers shall be surveyed as to the existence of cross connections pursuant to the definition of cross connections established by the Washington State Department of Health. A second survey shall be sent to those customers who fail to respond to the initial survey. If the customer fails to respond to the second survey, then the following non-response options may be necessary and the customer will be charged pursuant to the rate or rates, as applicable, set forth in section B, above. For new customers, a survey will be required as part of the application prior to accepting the applicant as a customer.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-020536

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ November 16, 2002

Issued by: Rainier View Water Company, Inc.

By: 
RICHARD A. FINNIGAN

Title: Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

SUBSTITUTE ORIGINAL SHEET NO. 46

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 12 (Continued)

CROSS CONNECTION CONTROL (Continued)

Non-Response Options

- a. Site Visit letter/appointment for on-site review of cross connection potential, followed by a Site Visit and Premise Inspection for determination of cross connection potential as defined in WAC 246-290-490. The customer will be assessed the charges set forth in section B, above.
 - b. Installation of Approved Backflow Prevention Assembly at customer's expense or as set forth in section B, above.
 - c. Notice of disconnection of service per WAC 480-110-355.
3. An on-site inspection is required for every customer meeting any criteria of WAC 246-290-490-4(b) Table 9. The customer will be assessed the appropriate charges set forth in section B, above.
4. If a cross connection is detected or is reported by the customer, then the utility will determine the appropriate remedy and notify the customer of the remedy, options, and dates for compliance. If an Approved Backflow Prevention Assembly is required, the utility will determine the type of Approved Backflow Prevention Assembly that must be installed, and must provide the customer with a date by which the device must be installed. Installation will be the customer's responsibility and sole expense. The customer may choose to have the Approved Backflow Prevention Assembly installed through any contractor acceptable to the utility. If the customer does not install the appropriate Approved Backflow Prevention Assembly within thirty days of notification, the utility may take appropriate action to correct. This may include the utility installing an Approved Backflow Prevention Assembly at customer's expense if tariffed or may result in the utility providing a notice of disconnection of service by the date specified in the notice. The Approved Backflow Prevention Assembly will be installed on a customer's side of the service connection.

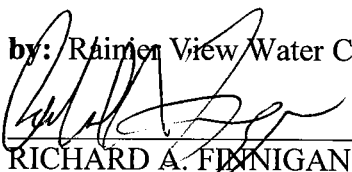
BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-020536

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ November 16, 2002

Issued by: Rainier View Water Company, Inc.

By:


RICHARD A. FINNIGAN

Title: Attorney

RECEIVED

APR 30 2002

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

SUBSTITUTE ORIGINAL SHEET NO. 47

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 12 (Continued)

CROSS CONNECTION CONTROL (Continued)

5. If the customer has an Approved Backflow Prevention Assembly installed the assembly must be tested annually by a certified Backflow Assembly Tester (BAT) specialist. The utility will maintain a list of certified BAT specialists that are acceptable to the utility and the customer may choose from any such BAT specialist on the utility's list. The customer will provide a copy of the acceptable annual report from the BAT specialist. If the annual report is not provided within thirty days of the anniversary date of the installation of the Approved Backflow Prevention Assembly, then the utility will provide a notice of disconnection pursuant to WAC 480-110-355. If a copy of the annual report is not received by the date for disconnection as specified in the notice, the utility will disconnect customer's service.

6. No less often than every three years, the utility shall re-survey its customers concerning the existence of cross connections. If the customer does not respond to the initial survey, a second survey will be sent. If the customer does not respond to the second survey, then non-response options listed in paragraph 2 will apply.

7. For each customer meeting any criteria of WAC 246-290-490-4(b) Table 9, no less than every three years, the utility shall conduct a site visit, premises inspection and shall assess the customer the charges set forth in section B, above.

8. When necessary, the utility will provide notices of disconnection as required in WAC 480-110-355(3)(a).

9. The utility may immediately shut off water if a public health emergency exists, including when a backflow is occurring or an unprotected cross connection with sewage exists.

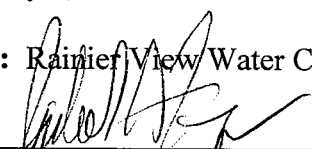
BY NOTICE OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-020536

Issued: May 1, 2002

Effective: ~~June 1, 2002~~ November 16, 2002

Issued by: Rainier View Water Company, Inc.

By:


RICHARD A. FINNIGAN

Title: Attorney

RECEIVED

JUN - 5 2003

WASH. UT. & TRANS. COMM.

ORIGINAL

WN U-2

ORIGINAL SHEET NO. 48

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 13

WHOLESALE WATER - CITY OF TACOMA

A. Applicable:

To water service taken by the City of Tacoma through interties constructed between the Company and City of Tacoma.

B. Rates:

The rate for such service will be at the rate in effect at the time the water is taken that the City of Tacoma charges the Company for water delivered from the City of Tacoma to the Company.

BY AUTH. OF COMPANY LETTER DATED 6/18/03

Issued: June 5, 2003

Effective: ~~July 6, 2003~~ August 1, 2003

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

THIRD REVISED SHEET NO. 49
CANCELING SUBSTITUTE SECOND REVISED SHEET NO. 49

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 14

IRRIGATION SERVICE

A. Applicable:

To water service through a connection used primarily for irrigation and not for service to provide domestic consumption. This service is applicable to lots that are not buildable or are designated as open space on filed plats or as may be agreed by contract between the Company and customer (or customer's predecessor-in-interest). Incidental use for drinking fountains or other domestic consumption shall not change the primary use for irrigation purposes.

B. Monthly Rate:

Monthly rates are set out on Schedules 1 and 1A.

(T)

C. Conditions:

1. Consumption under this Schedule for each billing period beginning with the period covered by the June bill issued by the Company and ending with the period covered by the October bill issued by the Company ("Restricted Period") is limited to 107 cubic feet (800 gallons) per day measured as a monthly total.* Consumption that exceeds this limit of 107 cubic feet per day in one billing period may, at the discretion of the Company, result in service being restricted or discontinued for the remainder of the Restricted Period. If the computed per day usage is less than the average 107 cubic-feet per day in any one billing cycle, the difference can not be "banked" and used in subsequent billing periods.

*Per day average is computed as billed usage divided by the number of days in that billing cycle.

2. Each customer must install and maintain a rain sensor as part of their irrigation service so that irrigation will not occur when there is rain.

BY AUTH. OF LSN ORDER 02 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UW-091466

Issued: September 15, 2009

Effective: ~~October 16, 2009~~

June 1, 2010

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2
SUBSTITUTE
ORIGINAL SHEET NO. 50
RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 14
IRRIGATION SERVICE (Continued)

C. Conditions: (cont'd)

3. Each customer will follow a "best practices" approach to the use of irrigation service. This best practices approach includes, the following:

- a. revisiting existing landscaping to determine if modifications are needed to reduce use of water;
- b. irrigating grass areas at a rate of no more than one (1) inch per week;
- c. sizing irrigation sprinklers and installing irrigation sprinklers to provide as near a uniform coverage of grass-landscaped areas as feasible;
- d. not using watering practices that involve a "sponge" approach where water is applied in one area with the thought that it will eventually provide coverage of other areas through the water traveling over, through or under the ground; and
- e. not irrigating when the temperature is forecasted to exceed ninety (90) degrees Fahrenheit.

4. An irrigation customer may request to temporarily suspend service for a period not to exceed 9 months. An irrigation customer that requests reinstatement of service at the same location within 9 months shall be required to pay a Service Reinstatement Charge, in addition to the Account Service Charge set out in Rule 16 and Reconnection Charge set out in Rule 4.

The Service Reinstatement Charge shall equal the base rate for service from Schedule No. 1 less the cost of any water embedded in the base rate, times the number of months the service has been disconnected. Partial months shall be prorated. If there has been usage during the period of disconnection, such usage will be included in the first bill after reinstatement at the applicable rate from Schedule No. 1. Such usage included in the first bill after reinstatement shall not be included in calculating the 107 cubic feet per day limitation in Condition 1, above.

If service is not reinstated within 9 months, service will be deemed disconnected and any subsequent request for reconnection will be subject to availability of capacity.

Issued: August 9, 2005

Effective: October 1, 2005

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2
SUBSTITUTE
ORIGINAL SHEET NO. 51

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 14

(N)

IRRIGATION SERVICE (Continued)

C. Conditions: (cont'd)

In lieu of disconnection, a customer may request a credit for service during the period covered by the Company's November bill to the period covered by the Company's May bill (Discount Period). The credit is limited to twenty-five percent (25%) of the base rate. Credit will not be given against usage, surcharges, or any charge other than the base rate. If the customer requests a credit, the customer's meter(s) will not be read during the Discount Period. All usage during the Discount Period will be included in the Company's June bill to the customer. Usage during the Discount Period will be only for such purposes as testing, cleaning, and repairing the irrigation system. Discount Period usage included in the June bill shall not be included in calculating the 107 cubic feet per day limitation in Condition 1, above.

5. If the Company issues a "no irrigation" order for the water system the customer is connected to, the customer must immediately cease irrigation until the "no irrigation" order is lifted.

Issued: August 9, 2005

Effective: October 1, 2005

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

ORIGINAL SHEET NO. 52

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 15

FIRE SUPPRESSION INSTALLATION

A. Applicable:

This schedule is applicable to those customers that desire to install fire suppression systems within their residences that are served by the company.

B. Rates:

Non-recurring: installation of facilities will be on a time and material basis.

Annual inspection fee: \$50.00

C. Conditions:

1. Customer shall construct, at its own discretion, its own fire suppression system on Customer's Property. Customer is providing and constructing such system based upon Customer's own knowledge and for Customer's own purposes. Customer will retain ownership and shall be responsible for the maintenance and operation of the fire suppression system.

2. Company shall provide to Customer the facilities to provide water to the Customer's fire suppression system, consisting of a leak detection device being no larger than a one inch (1") meter and connection to company's water main which will flow through a leak detection device to be installed by the company. The connection, leak detection device and assorted appurtenances shall be provided to Customer on a time and material basis. Meters larger than one inch (1") will be considered to be commercial and will be charged in accordance with Schedule No. 6. Said connection shall be used only for the provision of the fire suppression system and shall not be used for any other purpose, including, but not limited to, domestic water service. Customer must provide, at Customer's sole expense, a back flow prevention device which complies with Company Cross Connection Program (Schedule No. 12).

3. The annual inspection fee set out above shall be to reimburse the company for inspecting the point of connection of the one inch meter.

BY AUTH. OF COMPANY LETTER DATED 5/15/08

Issued: April 16, 2008

Effective: ~~May 17, 2008~~ June 1, 2008

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

ORIGINAL SHEET NO. 53

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 15

(N)

FIRE SUPPRESSION INSTALLATION (cont'd)

C. Conditions: (cont'd)

4. Customer agrees to pay all charges for the installation of facilities and the annual inspection fee within thirty (30) days of date of invoice for such charges. Failure of Customer to pay such charges in a timely manner will result in disconnection of the facilities provided under this Agreement.

5. Customer covenants and agrees that it shall be responsible for maintaining the back flow prevention device in working order. The back flow prevention device shall be inspected and tested at Customer's expense by Washington Certified Back Flow Assembly Tester as required under WAC 246-290-490. The Customer may contract for the back flow certification with any Washington Certified Back Flow Assembly Tester. A copy of satisfactory certification will be provided to company prior to the date of providing service under this Agreement and on an ongoing basis as testing certifications are required by state law and regulation (currently on an annual basis). The back flow prevention device shall be accessible to the company and its employees at all times.

6. CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY AND COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM FOR DAMAGE TO PROPERTY OR PERSONAL INJURY OR DEATH RESULTING FROM OR IN CONNECTION WITH THE WORK DONE UNDER THIS AGREEMENT OR THE FACILITIES PROVIDED UNDER THIS AGREEMENT, INCLUDING ATTORNEY'S FEES AND COURT COSTS, EXCEPT THAT WHICH IS THE RESULT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COMPANY OR A VIOLATION OF CHAPTER 19.122 RCW BY THE COMPANY. THIS CONDITION 6 IS IN ADDITION TO, AND NOT IN LIEU OF, THE LIMITATIONS OF LIABILITY SET OUT IN RULE 20 OF THIS TARIFF.

BY AUTH. OF COMPANY LETTER DATED 5/15/08

Issued: April 16, 2008

Effective: ~~May 17, 2008~~ June 1, 2008

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

ORIGINAL SHEET NO. 54

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 15

FIRE SUPPRESSION INSTALLATION (cont'd)

C. Conditions: (cont'd)

7. Customer understands and agrees that company is not acting as an insurer of Customer or Customer's Property or property of others on the Property. Company shall not be liable for any loss of life, personal injury or loss or damage to Property of Customer, its family members, agents, guests or invitees whether or not caused by failure of the facilities and Customer shall hold company and company's directors, officers, employees and agents harmless from any such claim. Company makes no warranties or representations as to performance of the facilities. Nor shall company be liable under any theory in law or equity to Customer or Customer's family members, agents, guests or invitees for any consequential, incidental, punitive or other loss or damage beyond direct damages caused by company's gross negligence or intentional misconduct or a violation of Chapter 19.122 RCW by the company, and then only in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

8. Customer hereby agrees to purchase insurance, in such amount as Customer deems adequate, to protect against loss by fire, which insurance Customer agrees shall be Customer's sole source of recovery for failure of the facilities, except for company's gross negligence or intentional misconduct or company's violation of Chapter 19.122 RCW. Said insurance policy shall include a waiver of subrogation as applied to company, its directors, officers, employees and agents.

9. Only closed loop fire suppression systems may be connected to the company's system.

10. Authorized use of water through a fire sprinkler system meter shall be billed to the customer at the normal water usage rates established by the company on Schedule 1. Authorized use of water through a fire sprinkler system meter is limited to fire sprinkler system testing, maintenance, or actual fire prevention or control.

BY AUTH. OF COMPANY LETTER DATED 5/15/08

Issued: April 16, 2008

Effective: ~~May 17, 2008~~ June 1, 2008

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

SECOND SUBSTITUTE ORIGINAL SHEET NO. 55

RAINIER VIEW WATER COMPANY, INC.

(N)

SCHEDULE 15

FIRE SUPPRESSION INSTALLATION (cont'd)

C. Conditions: (cont'd)

11. The fire suppression system is a closed loop fire suppression system and may contain stagnant water. CONSUMPTION OF WATER FROM THE LINE SERVING THE FIRE SUPPRESSION SYSTEM MAY BE HAZARDOUS TO ONE'S HEALTH. Use of the line serving the fire suppression system for domestic consumption is not authorized and is a violation of RCW 80.28.240.

12. Except as noted in condition 13 below, should the unauthorized use of water through a fire sprinkler system meter not be permanently eliminated by the customer within thirty (30) days, the fire sprinkler system water service shall be deemed a normal domestic service with all related fees and charges due and payable immediately. Alternatively, if payment of fees and charges is not received, the customer shall be provided notice of disconnection of the fire sprinkler system water service, after which the fire sprinkler system water service will be disconnected.

13. Should the unauthorized use of water through the fire sprinkler system occur concurrently or after the disconnection of domestic water service to the property due to lack of payment for the domestic service, the customer will be provided notice of fire sprinkler system service disconnection by posting such notice of disconnection on the door of the residence. Copies of such notice shall be provided to the appropriate County Official and the local Fire District and retained by the company and shall include the date, time, and name of the company employee posting the notice.

BY AUTH. OF COMPANY LETTER DATED 5/15/08

Issued: April 16, 2008

Effective: June 1, 2008

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

FIRST REVISED SHEET NO. 56
CANCELING ORIGINAL SHEET NO. 56

RAINIER VIEW WATER COMPANY, INC.

SCHEDULE 16
GENERAL FACILITIES CHARGE

(T)

A. Applicable:

To all applicants for water service on systems served by the utility for properties not currently served, when water system capacity is available as defined by the number of connections authorized by the Washington State Department of Health, and where adequate quantity and quality are available.

(T)

B. Rate: \$1,549.00 per ERU. For upsize meters, see Condition 6.

(I)

(D)

C. Conditions:

1. ERU is defined as equivalent residential unit. One ERU generally equates to a 3/4" or smaller residential connection. This means that ERUs are related to meter size. The number of ERUs for any project is associated with the nature of the project and type of connection. For example, for a residential development that is approved for ninety single family houses and has two irrigation connections, the project would be assessed at 92 ERUs. A commercial project is generally assessed by size of meter, although it can vary depending on fire protection requirements. The utility shall determine the number of ERUs for a project based upon the greater of water use demands, fire flow requirements and other project considerations or meter size; provided, that, if the project considerations support use of a 1" or 1 1/2" meter, the utility may require use of a 2" compound meter to capture low water flows that a 1" or 1 1/2" meter may not measure accurately. In the case where the utility requires use of a 2" compound meter to capture low water flows in lieu of a 1" or 1 1/2" meter, that 2" meter will not be used as the basis of calculating the number of ERUs for the project. Where meter size is used to determine ERUs, the meter size to ERU relationships, as developed by the American Water Works Association (AWWA) are set out in the Table following Condition C.6.

(N)

(N)

*Material moved to Sheet No. 57.

(K)*

BY AUTH. OF SECRETARY LETTER DATED 11/21/12 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET UW-110054

Issued: November 13, 2012

Effective: December 13, 2012

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney

WN U-2

FIRST REVISED SHEET NO. 57
CANCELING ORIGINAL SHEET NO. 57

SCHEDULE 16
GENERAL FACILITIES CHARGE

(T)
(T)

C. Conditions (continued):

2. Any owner, owner's agent, developer, purchaser or purchaser's agent who is a "water service applicant" shall pay the charge set forth on this Schedule at the time a water availability letter is provided by the utility; provided, that, in the case of a development requiring preliminary plat approval, the developer shall pay the charge set forth in this Schedule at the time a final water availability letter is provided by the utility. A "water service applicant" is a person or entity who has requested water service but has not yet become a "customer."

(T) (M)**(D)
|
(T)

3. For the purpose of this tariff, a customer is defined as a person or entity whose property is directly connected to the water system.

(T)

4. The utility will own and maintain all materials involved in the provision of water service.

(T)

5. If a main extension is required to provide service, the terms of the main extension shall be set out in a contract between the water service applicant and the utility.

(T) (M)

6. Funds collected under this Schedule will be maintained in a separate bank account. Funds will be used for developing and purchasing equipment and facilities needed for source, storage and transmission. Reports concerning the collection and use of funds will be provided to the Commission in accordance with WAC 480-110-455.

(N)

Meter Size	AWWA Meter Size Factor *			Base Charge
3/4 inch or smaller	1.00	\$	1,549	
1 inch	1.67	\$	2,587	
1 1/2 inch	3.33	\$	5,158	
2 inch	5.33	\$	8,256	
3 inch	10.00	\$	15,490	
4 inch	16.67	\$	25,822	
6 inch	33.33	\$	51,628	

Anything larger than a 6 inch meter will be assessed by the AWWA standards.

* AWWA Factor based on 3/4 inch meter basis.

** Material moved from Sheet No. 56.

(N) (D)

BY AUTH. OF SECRETARY LETTER DATED 11/21/12 OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET UW-110054

Issued: November 13, 2012

Effective: December 13, 2012

Issued by: Rainier View Water Company, Inc.

By: Richard A. Finnigan

Title: Attorney