

**WN U-1 FIFTH REVISED SHEET NO. 2  
CANCELING FOURTH REVISED SHEET NO. 2**

**ROCHE HARBOR WATER SYSTEM**

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**By:** Richard A. Finnigan

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WN U-1      **THIRD REVISED SHEET NO. W-10**  
**CANCELING SECOND REVISED SHEET NO. W-10**

**ROCHE HARBOR WATER SYSTEM**

**SCHEDULE 7**

(N)

**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 subject to the Service Connection Charge and Facilities Charge, both listed on Schedule No. 4.

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 meter sized according to the design of the fire suppression system and connection to company's water main which will flow through a leak detection device to be installed by the company. 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. 6).

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

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**ROCHE HARBOR WATER SYSTEM**

**SCHEDULE 7** (cont'd)

(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.

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**ROCHE HARBOR WATER SYSTEM**

**SCHEDULE 7** (cont'd)

(N)

**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 No. 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.

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**ROCHE HARBOR WATER SYSTEM**

**SCHEDULE 7** (cont'd)

(N)

**FIRE SUPPRESSION INSTALLATION** (cont'd)

**C. Conditions:** (cont'd)

11. The fire suppression system is a closed 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.

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