

# Northshore Utility District Application for Water Service Agreement

6830 NE 185th St., Kenmore, WA 98028

425-398-4401

Email: [permits@nud.net](mailto:permits@nud.net)

Base Map: \_\_\_\_\_

Task #: \_\_\_\_\_

Applicant to Complete all Blue Highlighted Sections – PLEASE PRINT					District to Complete this Section				
Property Address:					Location Number:		<input type="checkbox"/> Service & Set <input type="checkbox"/> Service Only <input type="checkbox"/> Set Only		Upgrade: to _____ from _____
City:		Zip code:			Jurisdiction:		Cycle:	Route #:	<input type="checkbox"/> Future Service Install
Property Owner:					This account provides _____ inch fire protection to accounts:				
Owner Billing Address:					This account receives _____ inch fire protection from account:				
City:		State:		Zip code:		Bill Fire Protection charges to: Protected Acct: <input type="checkbox"/> or Fire Acct: <input type="checkbox"/>			
Business Phone:			Home Phone:		Customer No.:		<input type="checkbox"/> Domestic	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> Irrigation
Type of Development					Installation				
<input type="checkbox"/> Single Family	Sq. Footage:		# of Stories:		Height of House:		Comments:		
<input type="checkbox"/> Individually Metered Condo/Townhomes		<input type="checkbox"/> Jointly Metered Condo/Townhomes		# of Units:					
<input type="checkbox"/> Apartment Complex		# of Buildings in Complex:		# of Units in this Bldg.:		Checklist			
<input type="checkbox"/> Commercial Building		<input type="checkbox"/> Restaurant		<input type="checkbox"/> Municipality		<input type="checkbox"/> Manufactured Home		New Water Service Misc. Acct. Required <input type="checkbox"/> No <input type="checkbox"/> Yes Acct #: _____	
<input type="checkbox"/> Fire Sprinklers/Protection - Type of System: _____ Flow Through or _____ Stand Alone/Dedicated <b>A BACKFLOW DEVICE MAY BE REQUIRED BASED ON BUILDING HEIGHT, METER ELEVATION OR PRESENCE OF SPRINKLER SYSTEMS. IT IS THE APPLICANT'S RESPONSIBILITY TO ENSURE BACKFLOW REQUIREMENTS ARE MET.</b>					<b>VERIFY THE MISC. ACCOUNT HAS BEEN PAID AND CLOSED PRIOR TO WATER METER INSTALLATION.</b>				
					Backflow Test Report in Swift Comply: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
<input type="checkbox"/> Irrigation System	<input type="checkbox"/> School		<input type="checkbox"/> Church		<input type="checkbox"/> Park		<input type="checkbox"/> Meter Sizing Verification Form Received		<input type="checkbox"/> Stake Provided or Meter Box Installed
Legal Description					<input type="checkbox"/> Standard Meter or <input type="checkbox"/> Upgrade to Cellular Endpoint Meter				
Tax ID:		Lot #:		Block:		Private Water Line Easement Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached			
Legal Description:					Rec. No.:				
					DAS Agreement Required: <input type="checkbox"/> Yes <input type="checkbox"/> No Rec. #:				
<b>TERMS AND CONDITIONS OF THIS AGREEMENT ARE LISTED ON THE REVERSE SIDE AND MUST BE READ &amp; ACKNOWLEDGED BY SIGNATURE</b>					Connection Fee Information				
					Description	Cost	Date Paid	Receipt #	
					Meter Size _____				
					Local Facilities Charge				
					Major Facilities Charge				
					Fire Protection Charge				
					ROW Permit Fee				
					Water Service Install				
Additional Information:					Cellular Endpoint Charge				
					Recording Fees				
					(Misc.)				
					<b>Total</b>				
Billing Update Required: <input type="checkbox"/> Yes <input type="checkbox"/> No					Date Sent to Billing:				
Cross Connection Review Required: <input type="checkbox"/> Yes <input type="checkbox"/> No					Date Sent to Cross Connection for Review: _____				
					Map Update Required: Yes <input type="checkbox"/> No <input type="checkbox"/>				

# NORTHSHORE UTILITY DISTRICT

## Application and Agreement for Water Service | TERMS and CONDITIONS

The undersigned hereby applies for a water meter and water service from Northshore Utility District ("District") for the property ("Property") described on the reverse side of this application. The undersigned is:

- ☐ the legal owner or owners ("Owner") of Property.
- ☐ a representative of the legal owner(s) of Property ("Owner"), who is authorized to present information related to this application and accept the terms and conditions stated herein. If the undersigned is not so authorized by Owner to act on his/her/their behalf for the purposes stated herein, this application shall be void and the water service so granted hereunder terminated without refund of any fees paid.

Current and future owner(s) of Property and/or their representative(s) are, individually and collectively, hereinafter referred to as "Applicant." Applicant agrees to the following terms as conditions for receiving water service from District:

1. Applicant shall pay all applicable charges and follow all regulations set forth by the District currently and hereinafter adopted by the Board of Commissioners.
2. If Applicant: (a) fails to pay charges billed by District when due, or (b) violates the regulations of District or the terms and conditions contained herein, the District may discontinue the water service at Applicant's expense until the charges are paid and/or Applicant is no longer in violation of the District's regulations and/or the terms and conditions of this Agreement. Applicant shall be required to pay a reconnection fee before water service is resumed.
3. Applicant understands that the base water charges will continue even when the service property is vacant and no water is used. (Applicant should consider inquiring about pulling the water meter for a much extended vacancy.)
4. Applicant agrees to indemnify and hold District harmless for any and all claims for damages caused by water supply interruptions, tampering by third parties, and/or system malfunction including, without limitation, claims for damages to persons or property, direct or consequential damages, special damages, or loss of profit or revenue. Such interruption or failure shall not constitute a breach of contract on the part of District, or in any way relieve the Applicant from performing the obligations of this Agreement.
5. Applicant will be responsible for any damage caused by Applicant or his/her agents to the District's facilities including, but not limited to, mainlines, service lines, meters, meter locks, meter boxes and other appurtenances. Applicant shall be billed for, and agrees to pay, the cost of damage repairs. Any District invoice for such damage not paid within thirty (30) days of mailing shall incur interest of 12% per annum until paid. Further, District shall have the right to terminate water service until the invoice is paid.
6. Applicant understands that it is a federal crime to tamper (operating or cutting) with any of a water utility's facilities (as described in the preceding paragraph). Violator is subject to fine (up to \$1,000,000) and/or jail sentence (up to 20 years).
7. All service line connections up to and including the meter and meter box shall remain the property of the District. Private plumbing from the meter to the building or structure receiving service shall remain Property owner's property.
8. Identifying and staking water meter location is the responsibility of Applicant. Stakes are to be set at the edge of the right-of-way, adjacent to the property line. Failure to accurately identify and stake meter location may result in additional re-locate charges. In order to avoid scheduling and installation delays, the stake must be in place prior to scheduling the work.
9. In the event of meter malfunction (such as a stuck meter), District shall estimate the water consumption of Property based on its historical average usage of the past three years regardless of the actual occupant(s) or occupancy.
10. Applicant agrees that water service may not be furnished to any building or facility other than the dwelling or building identified to District as the structure to receive service at the time of this application. District agrees to provide water service for the specific land use as indicated on the front of the application.
11. Change of land use or increasing total square-footage to above 10,000 SF for a single-family home will void this Agreement and require re-application for service.
12. Applicant warrants that all information on drawings, plans and documents submitted in support of this application are correct and accurate. Any alteration in construction from the submitted plans and drawings done without

written approval by the District will void this application and the related approval.

13. Applicant agrees: (a) not to obstruct access to the meter for reading, repair, or service in any manner, (b) to keep the meter free from dirt and debris, and (c) to restrain dogs or any other animals which may interfere with reading the meter. If Applicant fails to remove any obstruction to the meter within 30 days of notice from the District, District may remove such obstruction and Applicant agrees to pay the cost of such removal. At its sole option, District may also choose to discontinue service until the obstruction is removed.
14. The District's system has been designed to provide normal minimum static water pressure of between 30 and 140 pounds per square inch (PSI), measured at the water meter. Applicant assumes the responsibility to determine the exact water pressure at the meter. Where pressure exceeds 80 PSI, it shall be Applicant's responsibility to install, at Applicant's sole expense, an appropriate type of pressure regulator with strainer. (Reference: Uniform Plumbing Code, 19th Edition. Sec. 1007b). If Applicant desires higher pressure than is provided, it is the Applicant's responsibility to install the facilities necessary to achieve the desired pressure. The District shall use its best efforts to ensure safe and adequate pressure in the mains, but shall not be liable for damage resulting from negligence of Applicant in failing to provide reasonable safeguards for his/her own property.
15. The Applicant agrees to comply with all current City, State and District regulations and as may be modified and revised regarding cross-connections.
16. Where applicable and possible, the District shall install water meters in a meter bank in a sequence that corresponds to the location of the properties receiving service. Connecting Property to the correct meter is the responsibility of Applicant. If Applicant or his contractor connects Property to the incorrect meter, Applicant is responsible for all undercharging of water actually used since such incorrect connection by Property or neighboring properties and for correcting the situation. This requirement shall be binding upon all subsequent property owners.
17. Applicant understands that for all new construction, the side sewer connection must be inspected and approved by the District prior to the water meter installation.
18. Billing for service charges shall commence for all serviced units effective the date of installation of a water meter, regardless of occupancy. In the event of nonpayment or default by the applicant in the performance of any of the terms and conditions of this agreement, all amounts then owing or thereafter accruing to the District shall become immediately due and payable. Applicant may be charged late fees and interest charges of 1½% per month on any water or service charges not paid by the due date, as well as all costs, including attorney's fees, incurred by the District for collecting any delinquent amounts or in enforcing this Agreement. Pursuant to Title 57 of the Revised Codes of Washington, all unpaid water charges of every description become a priority lien against Property. In the event of the foreclosure of said lien by the District, the applicant agrees to pay the related expenses incurred by District including reasonable attorney's fees. In such event, Applicant shall forfeit all right to service from this service connection and all related fees previously paid.
19. Unless specific exemption applies per negotiated agreement, encroachment upon any District utility easement within Property shall void this application.
20. By execution of this Agreement, Applicant guarantees payment of all fees, rates, and charges due for any other account(s) that Applicant may have with District.
21. In the event any action or proceeding is brought by either party against the other related to this Agreement, the substantially prevailing party shall be entitled to recover from the other party its costs, including but not limited to reasonable attorney's fees, incurred in such action or proceeding, including any trial, appeal, or bankruptcy proceeding, which amounts shall be included in any judgment entered in such action or proceeding; provided, however, that if more than one matter is disputed and each party prevails as to one or more of the disputed matters, then such costs, expenses and attorney's fees shall be awarded in proportion to the monetary values of the matters on which each party prevailed. As part of the consideration for this Agreement, each of the parties hereto waives the right to trial by jury in connection with any dispute or action under this Agreement. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue of the same shall be King County, Washington.
22. The terms of this Application/Agreement shall be conditions running with Property binding upon all subsequent owners of Property.

**Print Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_