

**BOISE WARM SPRINGS WATER DISTRICT
IDAHO**

OPERATIONAL POLICIES AND PROCEDURES

SECTION 1. TITLE, SCOPE, AND MISSION:

Title: This document shall be known as "Operational Policies and Procedures of the Boise Warm Springs Water District, Idaho."

Scope: The provisions of these Policies and Procedures shall apply to all property within the boundaries of the District, property duly annexed into the District and any special users outside of the boundaries of the District.

Mission: The mission of the District is to sustainably provide geothermal water to patrons for the primary purpose of heating their homes or businesses.

SECTION 2. DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:

APPLICANT: The person or persons, firm or corporation, making application for water service from the District under the terms of the District policies.

BOARD OR BOARD OF DIRECTORS: The legally elected group composing the Board of Directors of the Boise Warm Springs Water District, as the same shall be constituted from time to time.

CUSTOMER, USER OR PATRON: An applicant who has been accepted under the terms of the District policies and who receives water service from the District.

CUSTOMER SERVICE LINE: The part of the piping on the customer's property that connects the service to the customer's distribution system.

DISTRICT: The Boise Warm Springs Water District.

DISTRICT MANAGER: The person appointed by the Board of Directors to manage the affairs of the District and manage the day to day operations of the District.

DOMESTIC SERVICE: Water service not measured by a meter (METERED SERVICE) or restricted by means of an orifice which limits the amount of water used (RESIDENTIAL SERVICE). Domestic service is billed annually, and is provided for use inside a single-family residence for household purposes such as bathing, washing and laundry. Domestic service shall not be used outside a home or residence, or for other purposes including, but not limited to, filling spas or swimming pools.

LATE CHARGE: Fee applicable when the balance due on an account has not been paid by the 20th of each month when charges are billed monthly, and within the time specified by invoice when charges are billed annually, unless other payment arrangements have been approved by the District Manager.

METERED SERVICE: Water service where use is measured by a meter and fees are based on the amount of water used. Metered service is billed monthly.

OWNER: A person owning real estate as shown by the records of Ada County, Idaho, which is, or proposes to be, connected to the water system.

PERSON: Any individual, firm, company, association, society, corporation, or other business organizations or other group.

RECONNECTION FEE: A reconnection fee is the amount charged when service has been shut off due to non-payment of services or other reasons. The reconnection fee will be applicable each time a service has been disconnected.

RESIDENTIAL SERVICE: Water service where supply is restricted by means of an orifice that limits the amount of water used, and fees are based on the size of the orifice. Residential service is billed annually.

SERVICE CONNECTION: That part of the water system which connects the Customer Service Line to the District's water system.

WATER SYSTEM: The water collection and distribution system of the District, as it now exists and as it may later be added to, extended and improved, and shall include buildings, wells, structures, utilities, equipment, lands and appurtenances thereto, including, without limitation, any facilities later constructed or acquired.

SECTION 3. WATER DISTRICT AUTHORITY

Pursuant to Idaho Code Title 42, Chapter 32, the water system for the transmission, treatment and storage of water for the District shall be under the control of the Board of Directors of the District (the "Board"), who may from time to time direct the construction, expansion, extension, repair and maintenance of the water system owned and operated by the District as the needs of the District may require. The cost of maintenance and repair of the District water system may be paid out of the general funds of the District.

As a condition of providing service, the District, through its authorized representative bearing proper credentials and identification, shall be permitted to enter all properties and all parts of structures and premises in which water is or may be delivered for the purposes of inspecting connections, the condition of conduits and fixtures and the manner and extent in which the water is being used to ensure compliance with the provisions of these Operational Policies and Procedures.

SECTION 4. DISTRICT MANAGEMENT

There is hereby created the office of Manager, who shall, under the direction of the Board, have charge of administrative, billing, banking, personnel, general office procedures, and all other administrative matters pertaining to the District water system. The Manager shall report to the Board monthly, or as otherwise required, on the condition of the water system and operations and make such recommendations as required to operate and maintain the water system.

SECTION 5. OPERATION AND MAINTENANCE OF SYSTEM

The water system shall be kept in operation and repair by the District Manager. No other person, unless authorized by the District Manager, shall work on or operate said system or any part thereof. It shall be the District Manager's duty to maintain said system in such a working condition that the water of the District is efficiently and safely delivered to the property customers.

SECTION 6. USERS LIABLE FOR VIOLATION

No user of the District water service shall permit or allow any unauthorized person to use water from the District system, and the authorization to connect with the water system shall be limited to the person and the property authorized by the District. Any such violation shall be grounds for the District to withhold water service or restrict use upon conditions imposed by the District.

SECTION 7. RESPONSIBILITY FOR EQUIPMENT

(A) Responsibility for Customer Equipment. The District shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer's water line, plumbing or equipment. All users of the water system shall keep their service line connections and other apparatus in good repair and protected from freezing or leakage at their own expense.

(B) Responsibility for District Equipment. District equipment on the customer's property remains the property of the District and may be repaired, replaced or removed by District personnel at any time without the consent of the customer. No payment will be made to the property owner or customer for the right to install, maintain, replace or remove District equipment on the customer's property.

(C) Damage to District Equipment. The property owner shall be liable for any damage to equipment owned by the District that is caused by an act of the customer and/or property owner, his tenants, agents, employees, contractors, licensees, or permittees. Damage to equipment shall include but not be limited to breakage of seals and locks, tampering with meters, injury to meters, including but not limited to damage by hot water or steam, damage to meter boxes, curb stops, meter stops and other appurtenances of the District.

SECTION 8. MAINTENANCE OF LINES

All customers shall keep their service line connections and other apparatus in good repair and protected from freezing and/or mechanical failure at their own expense, but no person, except under the direction of District Manager shall be allowed to tap into any lateral, trunk or customer service line, in any manner.

SECTION 9. POINT OF LIABILITY FOR MAINTENANCE; NO RESPONSIBILITY FOR INSPECTION

All customers shall have the responsibility of, and be liable for, and shall pay for, all costs and expenses of maintaining their own customer service lines. This responsibility of the customer shall include the entire water service connection apparatus and plumbing equipment and materials. The District's end point of liability for maintenance shall be at such point as the District service line connects to the customer's water service connection. The District assumes no responsibility for inspecting the customer's water lines, plumbing or equipment and shall not be responsible for such facilities of the customer.

SECTION 10. DISTRICT NOT LIABLE FOR DAMAGE OR SHORTAGE

The District shall not be liable for damages to any customer or any person by reason of a stoppage or other interruption of water service caused by accidents to the works, additions or repairs to the water system or from other unavoidable causes beyond the control of the District.

SECTION 11. APPLICATION FOR SERVICE, WATER AND SERVICE CONNECTION CONSTRUCTION, PLANS, SPECIFICATIONS AND INSPECTIONS:

(A) Each applicant for water service shall complete and sign an application form provided by the District (Appendix B) giving the date of the application, location of the premises to be serviced, the date the applicant desires service to begin, purpose for which service is to be used, the owner of the property, address for mailing of the billings, and such other information as the District may reasonably require.

(B) In signing an application for service, each applicant agrees (1) to abide by the operational policies and procedures of the District, as may be amended from time to time; (2) to pay all rates, tolls, charges and fees of the District, as they may be increased and decreased; and (3) that the District is authorized to cause a lien to be attached to applicant's property for delinquent payments. The application is merely a written request for service and does not bind the District to provide any service or access to the District's water system.

(C) No connection to or usage of the District water system shall be allowed until a complete connection application on a form furnished by the District, has been submitted and approved by the District Board of Directors or its authorized employee, followed by proper annexation into the District. Such form shall require the applicant to schedule an inspection by the District of the service connection.

(D) All costs and expenses incident to the installation and connection of the water service connection and meter shall be borne by the owner. The owner shall indemnify and hold harmless the District from any loss or damage that may directly or indirectly be occasioned by the installation of the water service connection and meter.

(E) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any part of the District water system or appurtenance thereof without first obtaining a written permit from the District. The permit is not to be issued until all water connection charges and fees have been paid in full.

(F) No connection of any kind to a District water line, any portion of the District system or any customer service line shall be made except pursuant to inspection of and approval issued by the District.

SECTION 12. REJECTIONS OR DISAPPROVALS

The District may reject any material or workmanship utilized in the installation of a service connection and related equipment and components for cause and, upon such order, rejected material shall be removed and replaced with approved material. Disapproved workmanship shall cause the removal and replacement of all materials involved, including appurtenances, excavation, backfilling and other work items.

SECTION 13. PROPERTY OWNERS LIABLE FOR WATER CHARGES

(A) Responsibility of Owner; Change of Ownership. The owner of real property receiving service shall be liable for payment of all water rates, tolls, charges and fees. Billings shall be mailed to the property owner. In the event of change of ownership of property, the transferee shall make application for water services in his or her name and water may be turned off if service has not already been discontinued. The application of the transferee shall be accompanied by payment of the service fee established by the Board, which may be amended from time to time, for turning on the water if service has previously been disconnected.

(B) Written Agreement. The owner of any property that is to be served by the District, whether owner-occupied or rented to another, shall upon initial connection or recommencement of such services, execute a written agreement, in the manner and form prescribed by the District Manager or one of the District's agents, providing that all delinquent rates, tolls, charges and fees for District services and facilities shall constitute a lien upon the premises, which lien may be filed of record with the office of the County Recorder serving as notice to prospective purchasers or transferees of the obligation of the owner or his/her successor in interest for payment of any outstanding charges.

(C) Occupancy. The owner shall be liable for water charges whether the property is occupied or not.

SECTION 14. BASIS FOR WATER CHARGES

The District has established a system of rates and fees for connection with the water

system of the District and using the water system of said District. The rates, charges and fees shall be billed to and paid by the owner of each lot, parcel of land, building or property served by the water system. Water system connection charges, permit and inspection fees, and other charges and fees for the use of, and for service rendered by, the District's water system are established and published annually by the Board and may be amended.

SECTION 15. WATER USER CHARGES

Current water user charges are updated annually and posted in the BWSWD office and published on the BWSWD website. These rates are subject to change at any time as approved by the Board of Directors.

SECTION 16. USER CHARGES; WHEN DUE AND PAYABLE

Users will receive an invoice indicating when charges are due and payable. A late fee of \$50 may be charged if an invoice is not paid in a timely manner, unless other payment arrangements have been approved by the District Manager.

SECTION 17. DELINQUENCY NOTICE

All rates, tolls and charges not paid within thirty (30) days after the date fixed for the payment thereof shall become delinquent. The District may send written notice of delinquency to the water user via certified mail, and if the delinquent charges are not paid in full within ten (10) days of the mailing of the delinquency notice, the District may shut off or discontinue services. The District may charge an administrative fee established by the Board to cover the District's cost of issuing and transmitting said notice. Water services may be restored upon payment of all delinquent rates, tolls and charges and interest and penalties thereon and the payment of a reconnection fee established by the Board. All delinquent charges or fees shall be a lien against and upon the property or premises against which such charge or fee is levied or assessed, and the District shall certify such delinquencies together with all penalties to the Tax Collector of Ada County, Idaho and, when so certified, the same shall be a lien upon the property and will be collectable as other taxes. The owner of any property with a delinquency at any location shall not be entitled to be a customer of the District until all fee delinquencies are paid.

SECTION 18. RETURNED ITEM CHARGES

The District shall charge a fee of \$50 for checks returned to the District or electronic payment failure.

SECTION 19. WATER CONNECTION CHARGE

The owner, or his agent, of all properties connecting to the District water system shall pay a connection fee as established by the Board.

SECTION 20. DISCONTINUANCE OF SERVICE

(A) On Customer Request. Any customer who wishes to discontinue service shall give

the District written notice of his intention at least ten (10) business days prior thereto, specifying the date service is to be discontinued; otherwise, the customer shall be responsible for all services to such property until the District receives said notice. In the case of Metered Service, the District will read the meter at the time identified for discontinuance of service and bill the customer, which bill shall be due upon receipt.

(B) Non-Payment. A customer's water service shall be discontinued if payments are delinquent in accordance with the Section 17.

(C) Improper Customer Facilities. A customer's water service shall be discontinued for improper customer facilities, including, but not limited to those described below:

1. Unsafe Facilities. The District may refuse to furnish water and may discontinue servicing any property without prior notice where plumbing facilities, appliances or equipment using water are deemed by the District to be dangerous or unsafe.
2. Water Waste. Where water is wastefully or negligently used on a customer's property in such a manner that affects the District's water services and facilities, the District may discontinue service upon written notice to the customer except where conditions warrant and in emergencies, whereupon the District may discontinue service without prior notice.
3. Service Detrimental to Others. The District may refuse or discontinue service to any property where excessive demands by one customer will result in inadequate service to others upon written notice by the District except where conditions warrant and in emergencies, whereupon the District may discontinue service without prior notice.
4. Fraud or Abuse. The District may refuse or discontinue service to any premises where it is deemed necessary to protect the District from fraud or abuse upon written notice by the District except where conditions warrant and in emergencies, whereupon the District may discontinue service without prior notice.
5. Unauthorized Turn-On. Where water service has been discontinued for any reason and the water is turned on by the customer or any unauthorized person, the water shall be shut off and/or the meter removed.
6. Non-Compliance with Operational Policies and Procedures. The District may, upon five (5) days written notice, discontinue service to a customer's property for a customer's failure to comply with any of the provisions of the District's Operational Policies and Procedures

SECTION 21. RESTORATION OF SERVICE

Restoration of service after discontinuance for non-payment of bills shall be made after payment of current and past due charges, any penalties and interest and a restoration charge as determined by the Board of Directors.

SECTION 22. NOTICES

(A) Notices to Customers. Notices from the District to a customer will normally be provided in writing and either mailed to or delivered to him at his last known address or emailed to the address held on file.

(B) Notice from Customers. Notice from the customer to the District shall be given by the customer or his authorized agent in writing either mailed to or delivered at the office of the District.

SECTION 23. ANNEXATION

All requests for annexation shall be filed with the Board in a form provided by the District. Before any annexations shall be considered, such petitions shall be complete and acknowledged in the same manner that conveyances of land are required to be acknowledged. Such petitions shall include a legal description and map of the boundaries of the area proposed for annexation, and shall be processed in accordance with Section 42-3218, Idaho Code.

SECTION 24. PENALTIES

Any person found to be violating any provision of the Operational Policies and Procedures shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit, but in any event, not to exceed ninety (90) days for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these Operational Policies and Procedures shall become liable to the District for any expense, loss or damage to the District as a result of such violation.

SECTION 25. REPEALER CLAUSE

All Operational Policies and Procedures or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 26. SAVINGS CLAUSE

If any section, paragraph, or sentence shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 27. CONSTRUCTION

These Operational Policies and Procedures shall be construed to fully and effectually carry out the purposes and intent thereof, and if any part or portion thereof be declared invalid, or the application thereof to any person, circumstance or thing is declared invalid, the validity of the remainder of these Operational Policies and Procedures and the applicability thereof to any person, circumstance or thing shall not be affected thereby, and it is the intention of the District

to preserve any and all parts of said Operational Policies and Procedures wherever possible.

SECTION 28. AUTHORITY TO AMEND REGULATIONS

Nothing herein contained shall prohibit the Board from amending, altering or adding to the provisions of these Operational Policies and Procedures in relation to the water service supplied by the District in regard to rates, charges, expansion, alteration, repair or any other matter related to the water system, as changed conditions may require from time to time.

DATED this 16th day of April, 2025.

BOISE WARM SPRINGS WATER DISTRICT
Ada County, Idaho



Chairperson



Board Member



Board Member



Board Member



Board Member