

Diamond Summit Water Association
Rules and Regulations for the Supply and Use of Water
June 19, 2010

Section 1: Preface

The **Water System** is the property of the Association, and is managed and operated by the Board of Directors elected by the membership.

The **Water Distribution** system is wholly owned by the Association. Operational and maintenance costs are paid from money obtained through the connection fees and the sale of water. All transactions concerning water service shall be conducted through the Designated Responsible Charge who can be contacted via phone at 541 433 2174 or via mail at PO Box 1094, Crescent Lake, Or. 97733. Before service will be connected the proper application must be made, accepted by the Association and the connection fees paid. Modifying the required hook up or temporizing service is not allowed and can result in a penalty fee required before service is connected. An advance notice of plans to build or connect is appreciated.

Water Main or Main Line is defined as the service pipe laid in the street or road and running parallel to the street or road for the distribution of water to the customers through service lines.

Service Connections are under the jurisdiction of the Association and include pipe, valves and fittings laid from the main and include the meter or meter stem, backflow device, backflow box and meter or meter stem box. **The point of delivery** is the line after the #1 valve (system side of backflow) in the backflow box.

Fire Hydrants and Stand Pipes are for Fire response or designated fire training only. No access is permitted to the fire supply system for any domestic purpose. Any question of bulk water use is to be directed to the Designated Responsible Charge or Operator.

Section 2: Application for Service

The Association requires each prospective customer to sign an application for water service. The connection service charge must be paid at the time of application.

Section 3: Connection/Reconnect Service Charges

At the time an applicant files for water service a connection service charge is due and payable. This fee covers the costs to install service from the main including a meter, when applicable, and backflow device. These fees vary dependent on contractor's charges and will be quoted at the time of application. For convenience of all parties it is best to notify the Association well in advance of the need for water service.

Our mains are located in the public right of way and the backflow device will be placed at the side nearest the property to be served.

A customer who has been disconnected for failure to pay will be required to pay a late fee, all amounts due and a reconnect fee before service will be restored.

Section 4: Contract

When an application has been accepted, the application is considered a binding contract wherein the applicant agrees to abide by Diamond Summit Water Association rates, rules and regulations in effect or as may be adopted thereafter by the Association.

Section 5: Payment/Non-Payment of Bills

All customers are invoiced quarterly and payments are due by the 10th of the month. Late charges will be assessed if payments are not received by the end of month and service will be subject to “lock out” on the 15th of the following month. Special payment arrangements can be made but immediate “lock out” can be made if you fail to make or schedule a payment. You will still be charged a late fee until your bill is paid in full including a reconnect fee. These charges and procedures are subject to change by the Board as time and circumstances dictate.

Section 6: Temporary Service

In the unusual event temporary water service is required for construction, etc., the customer will be required to make a deposit to cover labor and material costs furnished or owed by the Association. Temporary use of water for some construction operations such as soaking, backfill or settling operations should be approved in advance by the Association. These are considered other non domestic uses which are normally not allowed.

Section 7: Responsibility and Service Performance

The Association shall not be liable for any loss or damage whatsoever caused by any defect in customer’s or member’s line, plumbing or equipment. The Association may, without notice, discontinue service to any customer/member when a defective condition of plumbing or equipment on premises results or is likely to result or interfere with proper service, contaminate the water supply or contribute to wasting water. The Association assumes no responsibility for the inspection of customer lines, plumbing or equipment and will not be liable for failure of customer/member to receive service on account of defective apparatus on the customer’s premises. This includes thermal expansion.

The Association will not permit any physical connection between a private water supply and the association distribution system. The Association will exercise reasonable care to furnish and deliver a continuous and sufficient supply of potable water to the customer and avoid shortages and interruptions. The association will not be liable for high or low pressure conditions, chemical, bacteriological conditions, interruptions, shortage, insufficient supply or any loss or damage occasioned thereby. The use of water by the customer and responsibility of the Association shall cease at the Point of Delivery of water.

The Association, when making repairs or improvements, shall have the right to temporarily suspend the delivery of water. In all cases, reasonable notice will be given as

circumstances permit. The making of such repairs or improvements will be executed as rapidly as possible to cause the least inconvenience to the customer/member.

In cases of supply shortage, the Association reserves the right to restrict water use or give preference in the matter of furnishing service to customers. Water will be furnished only for ordinary domestic, community and fire protection purposes. Outdoor irrigation is currently not allowed.

Section 8: Meters

The Association will own, install and maintain all necessary meters for measuring water service used by customers/members. Residential metering is not currently utilized for billing purposes but will be adopted over a five year time frame to insure usage is consistent with Association policy. It is expected that meters will also be used as the basis for locating leaks, applying conservation measures and recommendations to customers/members. Periodically the Association will inspect and test meters and use the data for control or usage statistics. All meter information that is kept will be made available to customers/members as requested considering a reasonable time to respond.

Section 9: Cross Connection (Backflow) Control Program

The Association will follow rules as described in: A) OAR Chapter 333-61-0070, B) Industry accepted procedure and practices in Cross Connection Control Manual, C) The Association will maintain and annually test the backflow as this is their jurisdiction, D) Approved backflow devices, installed by the Association, are the responsibility of the customer/member. E) The annual test results, completed by certified personnel, will be provided and billed by the Association to the customer/member. F) Members backflow testing charges will be reviewed periodically to determine adopting appropriate charges to members as shown in section 14.

Section 10: Customer Lines

Pipes, from the point of delivery to premises, must be installed in accordance with good engineering practices and maintained in good order.

Section 11: Suspension of Rules

The Secretary, DRC (Designated Responsible Charge) or Operator are not authorized to suspend any of the rules or regulations in this document.

Section 12: Amendments/Changes/Revisions

The Board shall have the power at any time to amend, change or modify any rule, rate or charge. All water service is subject to such power.

Section 13: Changes or Extension of Existing Facilities

Extension of existing facilities shall be defined as any installation, replacement or addition to any water main or service connection, regardless of the length or diameter of the pipe. The Association's Engineer and Board of Directors must approve all plans and specifications consistent with all applicable codes and governing laws.

Section 14: Rates, Fees and Charges

Rates, fees and charges are constantly under review and are subject to change. Although every attempt will be made to notify all members when changes are required it is often difficult to reach members due to the transient nature of our community. All changes will be posted to the Association web site as soon as possible.

1) Water System Rate	\$50/qtr, payable in advance in July, Oct, Jan, April.
Connection Fee	\$500
Reconnect Fee	All Past Due Amounts Paid plus any added costs.
1) Late Fee	\$10 per quarter.
Installed Backflow ¾"	\$350
Meter 5/8"	\$200 (when adopted).
2) Penalty Fee	\$100 min.
Other	Labor & Material as incurred.
Backflow test	\$35 Annual Test and Report, usually EOY
Bulk Water	\$1 per 100 gallons @ \$5 minimum

1. Non payments for system rates result in a late fee and connections are subject to lockout at any time. Non payments for other charges are also subject to lockout.
2. Penalties are determined by the Board.

We are committed to active conservation of water as part of our obligation to manage an effective and safe public water system. In the spirit of this commitment please acquaint yourself with how to control your water consumption and use appliances and fixtures efficiently. Information is readily available through your Association "Designated Responsible Charge" person or Operator.

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