

Revised November 2018

Rules and Regulations for Water Service/Operation

Table of Contents

- Rule 1. Terms of Services
- Rule 2. Regulated Privately owned Services
- Rule 3. Applications for Services
- Rule 4. Terms of Water Use / Inspections / Right of entry.
- Rule 5. Hook up fees/Ownership of Equipment.
- Rule 6. Disconnection/reconnect Fees
- Rule 7. Security Required / Right of Lien.
- Rule 8. Sanitary/Septic Systems Regulated
- Rule 9. Standard of System Maintenance.
- Rule 10 Cross Connection Control Program.

1. Service/Terms:

a.) The HOA provides water services for domestic use ONLY within the service area defined by the Water Rights granted by the state of Washington which encompass generally the boundaries of the Sun Vista Plat approved by Island County, and the additional geographical areas adjoining Sun Light Beach Road which are not within the service areas of other water services approved by the Washington State Department of Health.

b.) The HOA offers no warranties or assurances of the quality or availability of its water for any use (including fire fighting), and accepts no legal liability for damages resulting from the use or consumption of water delivered within the regulatory rules applicable. All members are responsible for their own water consumption decisions and any medical costs where incurred in relation to water consumption. Advisory information will be provided/posted when found appropriate to do so.

c.) Services may be requested in writing using an application form as attached. No right to service arises from the location of real property with the service area of the HOA, but is granted solely upon prior approval of the HOA.

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

Past service to a property located within the service area does not grant a subsequent owner a right of future water services. The authorized number of services taps on the system is fixed by the Washington Department of Health/Ecology and administered by the HOA who shall exclusively determine the availability of water services and the terms upon which service is granted to applicants and members.

2. Regulated Privately Owned Services:

a.) This system operates under the provisions of WAC 246-290, as Group A Public Water Supply Organization however the HOA is private property wholly owned and controlled by the members of the HOA. As such the rules and regulations pertaining to health issues found in the above public law are applicable to all services of the corporation and its members. In addition, all services are provided under the terms and provisions of the By-Laws of the HOA as a Washington corporation under the provisions of RCW Chapters 64, 24 and 35, and the Resolutions and Rules of Service of Board of Directors of the HOA as issued/revised from time to time.

b.) Complaints or requests must be directed in writing together with certified copies of any other documents relied upon, to the President of the HOA. Prior Representations made to others, including governmental entities, are premature and without legal standing unless first presented to the HOA for adjustment within these rules and regulations.

3. Applications for Service:

a.) Applications for new or modified water services must be accompanied with signed and recorded easements allowing water service by lines up to three-quarter inch inside diameter buried to the depth of 36" below the surface of the surrounding terrain. Only one water service is available for each Island County taxable lot. The HOA engineer representatives will determine the type of connection, meter, and its location, in conjunction with the applicant. The applicant must make a deposit covering the estimated installation costs up to the water meter prior to the consideration of the application. All costs associated with connecting the meter to the HOA water main are the responsibility of the applicant and all work must meet the requirements of the HOA engineer representative to protect and maintain the water main and fully

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

restore the road to its original condition. All service piping from the meter to the point of service on the premise must be provided by the applicant under the approval and supervision of the HOA pertaining to backflow/gap protection, required material standards, limitation to three-quarter inch inside diameter of the water line, and water use levels proposed. Upgrades to DOH standards will be required on property sales.

4. Terms of Water use/ Inspection/ Right of Entry:

a.) Service to a member of the HOA is for the sole use of a single family dwelling for domestic purposes. Selling or permitting others to use water from the service provided shall be grounds for disconnection and refusal of water services. More particularly, public water services shall be provided by the HOA are under the terms of WAC 246-290-010, Washington State Drinking Water Regulations as interpreted and enforced by the HOA.

b.) Specifically, service may be provided through a customer installed and maintained “reduced pressure principle backflow assembly”, or “reduced pressure detector assembly”; One of these devices must be installed on the outlet side of the HOA water meter and shall be inspected and maintained by the member, subject to verification by the HOA. Where not installed these devices may be required for service of new connections, or upon sale. See Rule # 10 for further details on this requirement.

c.) Prior to commencement of service and periodically thereafter the HOA will conduct random tests of all such devices and when a statistically significant number ($\geq 2\%$) of all installed devices/meters are found questionable, the HOA shall remove and inspect all devices on all meters of the system.

d.) Lawn watering is permitted provided the watering is not done by automated or underground watering systems permanently attached to the water system. Pools, ponds and spas and animal watering devices may be used where it is shown that backflow and cross-connection safeguards mandated by the DOH are installed on the uses, and checked regularly by the member. All uses presenting backflow contamination potential, or improper use of devices will be grounds for disconnection and refusal of service until protection devices are install, inspected and checked in operation. See Rule # 10 for greater detail.

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

e.) The provision of service to a member is based on a specifically granted of **“right of entry”** to member’s property for safety and conforming use inspections at any time deemed necessary by the HOA. Under this right the HOA may inspect all water uses and protection devices in use by the member, and where water use is found to be wasteful, unattended or unsafely operated, the HOA may notify the member, and upon failure to comply, and notify the HOA in writing within 10 days of full compliance, the HOA will discontinue water service without further notice to the member.

f.) Members are required annually to list in writing the back-flow, cross-connection device tests performed in the last 12 months, all water use devices on the premises and any other information required under the WAC governing water service when requested to do so by the HOA. Errors or intentional misstatements of tests, water uses are subject to 8-day notice, and after that time are grounds for discontinuing services to the member.

g.) All members are requested to discuss planned water uses and expected level of water use PRIOR to investing or using any water use apparatus.

5. Hook up fees/ Ownership of Equipment:

a.) A substantial hookup fee representing the current costs of the installed system is due from all new member hook ups. This fee is due at the time of application for hook up to the HOA system. This fee does not convey any right, title or interest in any of the assets of the HOA or to services. The hookup is for access to the system but not for water service or equipment required to hook up a new member.

b.) Equipment installed to bring water to the meter for the member’s property shall be the exclusive property of the HOA. All property from the meter to points of service shall be the property / expense of the member. Members will pay any damages/costs for misuse of meters or failure to maintain required cross-connection devices.

6. Disconnection & reconnection / fees:

Service will be disconnected after written notices to a member as provided below. Failure of the HOA to exercise disconnection for cause after such

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

notices shall not be a waiver of the HOA's right to disconnect any time after the specified shut-off date in the written notice. Payment not received within the specified time will result in disconnection of service. A Security Deposit may be required, at the discretion of the Treasurer, for continued water service from the HOA.

a.) Failure to pay water service bills after the due date for payment and after the following written notices:

- I. "Past Due" invoice reminder mailed no less than 10 days after invoice due date;
- II. Second notice is a Demand Letter for payment mailed no less than 10 days after Past Due invoice notice and including a demand for payment within 10 days of the date of the letter; and
- III. Third notice is the Final Demand Letter for payment mailed no less than 10 days after the payment deadline from the Second notice Demand Letter. This Letter will include an additional 10 day payment deadline and a specified shut-off date for water service.

b.) Apparent intentional damage to any equipment, locks, buildings or property owned by the HOA will result in a written notice and demand for payment specifying damage and costs of repair. Payment not received within the specified time will result in disconnection of service.

c.) Requirement to carry insurance against damage due to negligent damage (including tree roots, construction, extraordinary uses of the premises) the member could have prevented to any equipment, building, chattels, or property owned by the HOA. The member should, in so far as available, carry as part of his homeowner's insurance protection against damage to HOA property located on the member's premises including meters, piping, valves and meter housings. Written notice and demand for payment will specify damage and costs of repair. Payment not received within the specified time will result in disconnection of service.

d.) Fraudulent use of water services by any means, or by any means connecting/allowing water use off of the metered premises (the metering of such water use notwithstanding). The HOA has legal limits on the number of premises it may serve. Any actions whether intentional or negligent that exceeds the legal service limits will be considered fraud and subject to injunction (TRO). Written notice and demand for payment will specify any

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

claimed water service fees, damage and costs of repair. Payment not received within the specified time will result in disconnection of service.

e.) Failure of the member (or his tenant) to immediately notify by telephone the HOA of suspected contamination occurring on the premises of the member including fires, collapses of structures, sea flooding, breakage of water lines (any) and material losses of service pressure, unexplained illnesses experienced by humans or animals.

Delinquency and Disconnection fees: Fees shall include penalties for delinquency specified in each letter and shall cover any costs incurred in disconnection/reconnection or in pursuing or enforcing the collection of such accounts as billed to the member. See “Fees” tab at the web site www.sv-slb.com.

Reconnection: Service may be restored upon the member applying to the HOA for an inspection prior to reconnection and certification of compliance under these rules, plus the payment of all past due amounts, penalties, expenses and damages billed to member by the HOA and the stated costs of reconnection.

7. Security Required /Right of Lien:

a.) At any time the HOA deems itself financially insecure in respect to a member, the HOA may request that the member provide a signed promissory note, deed of trust, prepayment contract, or security deposit, securing the payment of sums due or potentially to become due, to HOA.

b.) The member(s) of the HOA, heirs, assigns and successors in interest to the property agree that the obtaining services from the HOA at any time by any party in the chain of title obligates the current titleholder, who shall be liable for all unpaid services delivered to the premises, as well as unpaid penalties, expenses and other charges billed to the member.

c.) The HOA shall have the right to perfect a lien (and the member hereby consents to such liens) under the provisions of RCW on the member’s property based on water services and associated charges, equipment, and assessments for services/system improvements, provided at any time during the member’s interest in the premise served, that remain unpaid for a period of six (6) months following billing. Failure to file liens when allowed shall not be a waiver of the right of the HOA to do so

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

at a later date. Member acknowledges and is hereby notified that such liens may prevent/delay the transfer of legal title, loans, devises, or credit standing of the property and the member-owner thereof.

d.) The member, by using the water service of SV/SLB HOA, agrees that he will hold harmless the HOA from all costs of administering, enforcing, litigating, and collecting for its costs of service to member, regardless of how or when billed to member.

8. Sanitary/Septic Systems Regulated:

a.) The HOA provides water from wells that are less than fifty feet deep and draw upon aquifers replenished by surface water from lands surrounding the well fields the HOA operates.

b.) Member Sanitation systems affect well water quality via the aquifers that collect and concentrate contaminates, or by contaminate of the ground water through which the water mains deliver water to members

c.) All member sanitary systems are required to comply with the provisions of the Uniform Plumbing Code as implemented by Island County Washington. Failure to fully comply with inspections/repairs required shall be consent for the HOA to perform sanitary inspections and give notice to the member of the required maintenance for the system, or discontinue water services pending compliance.

9. System Maintenance:

a.) The physical plant of the water system shall be maintained to provide safe reliable and economic water services to the members. The maintenance shall be supervised under the direction of the Committee on Plant Operations of the Board of Directors in consultation with the system engineers, the Certified Water System Operator and other professional contractors as the Board shall find appropriate. The Committee shall give an annual report of the following: and make available to the Board all of its records for audit and review:

b.) The Electrical elements of the water plant shall be inspected monthly and shall annually be tested for grounds, continuity, and efficiency based on levels

Water System rules of Service & Operation SUBJECT to REVISION WITHOUT NOTICE

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

energy use and output of the motors or other devices. Grounds shall be tested and verified as providing sufficient level of protection.

c.) The water end of all pumps in use shall be inspected every year, and when it appears the flows or level of performance are below design parameters.

d.) All motor generator sets shall be started quarterly on a “power failure” simulated start, and allowed to run for 30 minutes to test for motor and generator performance, heating in motor or generator, and capacity to cycle from idle to 80% power and shall be shut down on a power restoration signal from the control panel.

e.) All chemical insertion/test systems and devices shall be cleaned and tested every six months or more often if required to maintain performance within the tolerances allowed for its application within the system.

f.) All Reservoirs shall be inspected weekly for safety, leakage, the security of the tank openings and seals, the signaling systems, and mechanical indicators.

g.) Each Reservoir shall be cleaned at least every two years, and if required, relined, and refitted to maintain safe, economical operation for the future.

h.) The system engineer or any professional engineer having water system experience shall review the system every year and provide a report of his conclusions regarding the status of the system, and recommendations for improvements based on technical, engineering or regulatory guidelines.

i.) The Operations Committee shall inspect the fire hydrants yearly and in conjunction with the fire district hold tests of each hydrant. The committee shall assure that hydrants are spaced as required by Island County Code.

j.) The Operation Committee shall arrange for annual pressure tests on the pressure loop and the gravity loops of the system, and report the results to the Board of directors.

k.) The Operations Committee shall maintain records of the age and runs of all mains owned and used in the delivery of water to members. Where required the Committee shall use Ground Radar to discover and monitor the

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

quality of the mains with particular attention to the mains under the pavement of the Sun Light Beach roads.

10. Cross Connection Controls

Unless otherwise specified the terms used in this regulation are the same as those contained in WAC 246-290-010.

a.) All customer premises are considered a potential source of contamination requiring isolation of the premises from the Association's water supply system. The approved customer isolation devices are: one of two devices designated as RPBA, or RFDA, and must be located as the first device on the customer side of the water meter. All water will be supplied via an approved device unless the premises shall have been inspected and found to present no potential for contamination as determined by an authorized Association technical representative.

b.) All customers agree upon application for service that each will take all measures necessary to prevent contamination from the plumbing system within the premise of the Association's water system. This includes taking such action as in the opinion of the Association are necessary to prevent back flows or siphoning which may occur during the operation of the Association's water system during routine or emergency operation conditions. Devices which will require backflow inspections Certifications of safe installations include soaking tubs of any description, pools having permanent water supply connections, lawn watering systems, fire protection systems, drains connected to outside decks or porches.

c.) When directed to do so in writing by the Association the customer shall install any improvements required to protect the Water system from contamination as soon as feasible. At the discretion of the Association service may be discontinued and disconnected from the customer premise until safe, conforming conditions are certified by the Association to exist.

d.) The customer shall install, operate and maintain at all times his plumbing system in compliance with current Uniform Plumbing Code of Island County, Washington, as it pertains to contamination and protection from thermal expansion that could occur in the present or future installation of backflow prevention equipment on the customer premise or at the plumbing fixtures.

Water System rules of Service & Operation SUBJECT to REVISION WITHOUT NOTICE

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

e.) The customer shall provide to Association representative reasonable access to the premises for the purposes of inspections, tests, system tracing, and observation in keeping with these rules and regulations. Failure to make the customer premise available as required shall be groups for isolation of the premises and suspension of waters services to the customer premise.

f.) Where backflow prevention devices are required the customer agrees as a condition of service to have all devices test by competent technicians and the results certified in writing to the Association YEARLY before the end of the calendar year.

g.) All customers of the Association agree as a condition of service to complete annually a survey form provided by the Association showing all installed water using devices on the premises which are connected to the water service of the premise. Moreover, if the water use device can be detached, the customer must specify the uses made and the periods the device will be connected to the water service of the premise. Failure to complete the survey, or supplying inaccurate information can result in suspension of services to the customer.

h.) The Customer must agree as a condition of service to inform the Association and the County Health Department of any incident the might result in contamination, such as fires, earthquake, accidents, failure of plumbing equipment, errors in use and operation of water using devices or plumbing, suspicious illnesses in humans or animals, or odors or standing water on property.

End of Rules

Sun Vista – Sun Light Beach HOA Inc. Rules of Water Service & Operations.

Revised November 2018

Enclosures: Maps of current service areas.
Application for water Services
Current Rates (subject to change w/o notice).

Water System rules of Service & Operation SUBJECT to REVISION WITHOUT NOTICE