

**Rules and Regulations**  
**Wonderland Homes Water and Service Company**

The Permanent policies, adopted Feb 2, 1981, revised Jan 7, 2003 were revised, as follows to be effective Mar 1, 2003.

Revised Rate change and policy were adopted at the Feb Annual Homeowners meeting 2008

1. **Rates and Charges:** Members of Wonderland Homes Water & Service Company shall pay a minimum of \$45.00/mo for the first 10,000 gallons of water used. Water use above 10,000 gallons shall be charged at the rate of \$1.00/1000 gallons used. This charge is for water/sewer service, street lighting, street repairs, snow removal and Homeowner Association activities.
2. **Deposit:** All new resident owners shall be required to make a deposit of \$45.00. Renters shall be required to make a deposit of \$90.00. This deposit will be refunded upon vacating the home if the current balance is paid in full. Interest will not be paid on the deposits
3. **Billing payment and Collection:** All members of the Company will be billed at the beginning of each month, payment will be due on the 10<sup>th</sup> of each month and late after the 15<sup>th</sup> of the month. A \$20.00 late fee will be charged. A delinquent account notice will be mailed immediately after an account becomes delinquent. If full payment, including current monthly charges is not made by the 15<sup>th</sup> of the following month, a shut off notice is delivered and water service is terminated. A \$30.00 fee must be paid to re-instate service, the member shall be required to pay all costs of construction. Accounts whose payments is made by a check that will not clear the banking establishment due to insufficient funds will be considered delinquent and a fee double the bank fee will be charged to the account.
4. **I. The Company will provide the following member services at no additional charge:**
  - a. Explanation of bills, charges, deposits, operation activities, rules & policies.
  - b. Consultation on water quality, availability, conservation & use.
  - c. Annual reporting of accounting & operation activities
  - d. Investigation of leaks that are located in that portion of the water system owned and operated by the Company

**II. Members will be charged for assistance in correcting plumbing problems, supervision or inspection of service line construction and repair and consultation on construction of on-lot facilities including:**

  - A. Location of Curb stop valve for purpose of performing maintenance on valve
  - B. Investigation of leaks that are located in that portion of the service-line owned by the homeowner.

5. Automatic Lawn Sprinkling Systems:

Automatic or manual lawn sprinkling systems which require flow rates in excess of 12 gallons per minute must be approved by the Company prior to installation.

6. Temporary Interruption of Water Service:

If the homeowner desires to avoid monthly water and sewer charges to a vacated residence, the homeowner may contact the Company and have the water service shut off to the residence, provided curb box is accessible and curb stop is operational. The fee for this service shall be \$30.00. The Company will provide shut off service at the curb stop only. It shall be the homeowners responsibility to drain pipes to protect service line, meter and inside plumbing.

7. Service Lines and Connections and Repairs to System:

Homeowners, developers and others wishing to connect to the water system, extend water lines, or make repairs to service lines in Wonderland Homes shall secure a permit from the Company prior to construction.

8. Damage to the System:

Any person, business or entity who shall damage any part of the system maintained and operated by the Company shall be responsible for all repair costs associated with such damage. Contractors excavating in Wonderland Homes shall contact South Dakota One Call prior to initiation of any excavation to request location data for pipes and system appurtenances. It shall be the contractors responsibility to locate pipes and systems appurtenances prior to construction and to exercise caution when excavation near or adjacent to systems valves or piping.

9. Meter Calibration:

Homeowners who believe that their residential water meter is malfunctioning may request that the meter be checked for accuracy. The Company will remove the meter only after the homeowner has contacted the company with his/her request and paid a deposit of \$50.00. If the meter operation is determined to be within 2% of true, the meter will be reinstalled and the deposit will not be refunded, If the meter registers greater than 2% of true operation, the meter will be calibrated, reinstalled and the deposit will be refunded.

#### 10. Definition of the Water System:

- a. The System which is maintained by the Company is all water and sewer mains. This includes all valve, pumps, reservoirs, pump houses, fire hydrants, manholes, lagoons. The Company shall not be responsible for sewer service lines from the main to the premise. The Company shall not be responsible for water service lines from the premises up to and including the curb box, curb stop, and any connections to the curb stop/box which is located near the lot line. It shall be the responsibility of premise owner to keep curb stop in good operating order and the curb box at proper elevation. The Company shall be responsible for maintaining the service line from the main tap up to but NOT including any portion of the curb stop, curb box or any connections attached to curb stop. The Company may elect to replace the owners curb stop and box while performing repairs to the part of the system for which the company is responsible. When the curb stop/box or connections to are replaced by the Company it shall be the premise owners responsibility to pay for all parts attached to and including curb stop and box.
- b. The Company has basically adopted the Rapid City code, specifically sec 13.04.420 regarding service line responsibility. Except as modified in Sec 10a of Wonderland Homes Water Company revised policies
- c. The Company is not responsible for damage to structures located in the Right-Of-Way.
- d. If structures located in the Right-Of-Way must be removed, while the Company repairs that portion of the system for which it is responsible, the adjoining premise owner will be held responsible for unusual costs incurred by the Company.

Examples of such structures would include but not limited to Removal of retaining walls, fences, trees, carports, sidewalks etc. The Company will restore the lawn, mailbox and driveway to as close to its original condition as practical. The Company will not replace or repair any other structure, located in the Right-Of-Way, damaged or removed by the Company while maintaining or repairing the system.