

May 28 2004

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IDAHO PUBLIC
UTILITIES COMMISSION

TO: Idaho Public Utilities Commission
Commission Secretary

FROM: Diamond Bar Estates LLC dba
Diamond Bar Estates Water Co

SUBJECT: Area Extension

PURPOSE: Extension of water lines

DIA-W-04-01

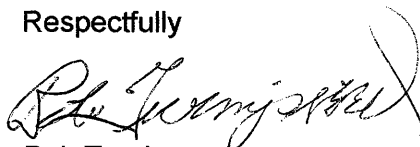
We need to expand our certificated service territory to agree with the enclosed map and legal description involved.

It is requested that the Diamond Bar Estates LLC dba Diamond Bar Water Co, a water utility in Kootenai County, Idaho, more particularly described as a portion of the North ½ of section 3, Township 51 North, Range 4 West, Boise Meridian, Kootenai County Idaho, be granted an extension of its service area to include a portion of the SE ¼ of Section 33, Township 52, North Range 4 West, Boise Meridian Kootenai County Idaho (70 acres) to service approximately 14/5 acres lots with domestic/irrigation water from 1/1 to 12/31. See enclosed area map.

The rate that was established for the Diamond Bar Estates Water Co will be applied for this subdivision order #29247.

Please review and grant permission at your earliest convenience as the construction is due to start July 15 2004.

Respectfully



Bob Turnipseed
Diamond Bar Estates Water



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

2110 Ironwood Parkway • Coeur d'Alene, Idaho 83814-2648 • (208) 769-1422

Dirk Kempthorne, Governor
C. Stephen Allred, Director

June 1, 2004

Mr. Craig Singer
11463 Riverview Dr
Post Falls, ID 83854

RE: Boekel Estates Subdivision

Dear Mr. Singer:

Revised plans and specifications submitted by Roger Glessner to DEQ on May 5, 2004 have been reviewed. This project was originally reviewed and approved by our office on May 11, 2004 conditional to the following. The revisions appear to be minor with regards to the water system, however these conditions still apply.

1. Irrigation services are shown at each connection. Installation of appropriate backflow prevention devices at each irrigation connection are required prior to providing water service.
2. Several of the details shown on the plans were unreadable. Clear details should be shown on plans for construction. Clear details must be shown on the as-built plans.

The revised plans and specifications have been reviewed and are hereby approved for construction purposes in accordance with the Idaho Rules for Public Drinking Water Systems and Section 39-118 of Idaho Code.

Inspection of construction activities approved herein must be done by an Idaho licensed Professional Engineer (P.E.) or by someone under the direct supervision of a P.E.

If major modifications to this accepted design are necessary, the design engineer must secure DEQ approval of the changes prior to implementation of the changes.

Section 39-118 of Idaho Code requires preparation of complete and accurate as-built plans as certified by the inspecting engineer. The as-built plans need to be submitted to DEQ for review and approval within thirty (30) days of completion of construction. If construction is not completed within one year of the date of this letter, the DEQ construction approval expires. An extension may be granted if the design engineer submits a written request that DEQ re-approve the plans and specifications.

Sincerely,



Alan Miller, EIT

c: Roger Glessner, Inland NW Consultants, 620 Post St, Post Falls 83854
Robert Turnipseed, Diamond Bar Est., PO Box 1870, Hayden 83835
Robert Smith, Idaho PUC, PO Box 83720, Boise 83720-0074
PHD/CDA
File: Diamond Bar Estates (# 8061 & 7988_D-6)

**WATER MAIN EXTENSION AGREEMENT
DIAMOND BAR ESTATES LLC**

THIS AGREEMENT is entered into on the date set forth below, by and between DIAMOND BAR ESTATES LLC, an Idaho limited liability company, dba DIAMOND BAR ESTATES WATER COMPANY located at P.O. Box 1870, Hayden, Idaho 83835 (herein referred to as "DIAMOND WATER") and WALTER AND GRACE SINGER, husband and wife at 11463 W. Riverview, Post Falls Idaho 83854 (herein referred to as "SINGER").

RECITALS:

A. DIAMOND WATER owns two wells and currently provides domestic water services to DIAMOND BAR ESTATES, and is a public Utility governed by the Idaho Public Utility Commission (Commission).

B. SINGER is the owner of and is developing approximately 70 acres of land neighboring DIAMOND BAR ESTATES, LLC, and intends to plat 14 lots, more particularly described in Exhibit "A" (herein referred to as "BOEKEL ESTATES") all of which lots require domestic water service.

C. It is the purpose and intent of the parties that DIAMOND WATER will provide domestic water delivery and maintenance under the terms of this Agreement and the General Rules and Regulations Governing this Agreement attached hereto as Exhibit "C" and by this reference made a part hereof.

NOW, THEREFORE, based on the agreements and covenants provided herein, it is agreed as follows:

1. DEFINITIONS

All definitions provided herein shall apply to this Agreement and the General Rules and Regulations Governing this Water Main Extension Agreement adopted hereunder.

1.1 "Adjusted Construction Cost", for the purposes of this Rule, shall be reasonable and shall not exceed the costs recorded in conformity with generally accepted water Utility accounting and sound engineering practices, and as specifically defined in the Uniform System of Accounts for Water Utilities prescribed by the Commission, of installing facilities of adequate capacity for the service requested. If the Utility, at its option, should install facilities with a larger capacity or resulting in a greater footage of extension than required for the eservice requested, the "adjusted construction cost", for the purposes of this Rule, shall be determined by the application of an adjustment factor to actual construction cost of facilities installed. This factor shall be the ratio of estimated cost of required facilities to estimated cost of actual facilities installed.

1.2. "Agreement" and "Main Line Extension Contract" shall mean this Agreement between DIAMOND BAR ESTATES LLC, SINGER and his assigns, the future Customers in BOEKEL ESTATES.

1.3. "Applicant" shall mean SINGER.

1.4. "Commission" shall mean the Idaho Public Utilities Commission.

1.5. "Customer" or "all Customers" shall mean SINGER, for so long as Singer owns any lots in BOEKEL ESTATES, and the assigns of SINGER; all of which shall be water users in BOEKEL ESTATES.

1.6. "Main Line Extension Contract" shall mean this Agreement between DIAMOND BAR ESTATES LLC and SINGER and his assigns, the future Customers in BOEKEL ESTATES.

1.7. "Rule" shall mean the General Rules and Regulations Governing this Water Main Extension Agreement attached hereto.

1.8. "Utility" shall mean DIAMOND BAR ESTATES LLC dba Diamond Bar Water Co. also referred to as DIAMOND WATER.

21.9. "Water System" or "Facilities" shall mean the main line(s) connections, easements and all necessary appurtenances supporting the water system constructed under this Agreement all of which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

2. DOMESTIC WATER DELIVERY

2.1. DIAMOND WATER shall deliver domestic water to Customers of BOEKEL ESTATES for residential use under the terms and conditions set forth herein. Residential use is those uses reasonably necessary to support a single family unit such as drinking water, cooking, bathing, laundry, sanitary uses and irrigation.

2.2. The rates or charges of DIAMOND WATER for domestic water shall conform to the regulations of the COMMISSION. It is agreed as of this date, that the current DIAMOND WATER rate for water delivered to Customers is Twenty-One Dollars (\$21.00) per month, per customer, for the first 7,500 gallons of water and forty-five cents (\$.45) per 1,000 gallons thereafter.

2.3. Customers shall pay to DIAMOND WATER the water charges within ten (10) days of the date of mailing of the billing statement. Water delivery may be terminated by DIAMOND WATER as provided in this Agreement for the reasons set forth herein including, but not limited to, failure to pay DIAMOND WATER water charges or failure to comply with the terms of this Agreement. DIAMOND WATER shall provide all required notices and due process proceedings related to termination of water to Customers under this Agreement.

2.4. Water supplied by DIAMOND WATER is interruptible and terminable. SINGER and all Customers understand and agree that DIAMOND WATER shall not deliver water to BOEKEL ESTATES at any time when DIAMOND WATER is unable to meet the water requirements of the users within BOEKEL ESTATES boundaries as such boundaries may exist from time to time or when DIAMOND WATER is unable to meet the water requirements of other water users with rights to receive water from DIAMOND WATER superior to rights of SINGER and all Customers pursuant to this Agreement. SINGER and all Customers understand and agree that DIAMOND WATER does not grant water rights or water priorities, but, rather, delivers water only as permitted by state law.

2.6. Water supplied by DIAMOND WATER shall not be used for commercial purposes.

2.7. DIAMOND WATER agrees and does hereby waive its usual and ordinary connection fees, (hook-up fees) related to individual connections.

2.8. SINGER, for so long as Singer owns any lots in BOEKEL ESTATES, and all Customers shall abide by the General Rules and Regulations Governing the Water Main Extension Agreement attached hereto as Exhibit "C".

2.9. DIAMOND WATER shall provide water to each lot in BOEKEL ESTATES at a tap-on location stubbed to the property line. The property owner shall be responsible for construction, maintenance and repair of the water service line and required cross-connection devices from the tap-on location to the point of ultimate use. The owner of each lot shall be responsible for any damages to real property, equipment, personal property, or persons, caused by, or related to, an activity associated with tap-on to the water system.

2.10. Any unauthorized tap-on by SINGER, for so long as Singer owns any lots in BOEKEL ESTATES, or any Customer is grounds for immediate and permanent termination of service with notice as provided. SINGER, for so long as Singer owns any lots in BOEKEL ESTATES, or any Customer responsible for such unauthorized tap-on will be prosecuted to the full extent of the law.

2.11. Water meters shall be installed by DIAMOND WATER. No meter shall be moved without the prior written consent of DIAMOND WATER. A Customer is liable for all damages relating to the unauthorized moving of a meter and/or meter tampering and such unauthorized movement or tampering of any sort shall be grounds for immediate and permanent termination of service without notice. Should a meter fail to register, billing for the water used shall be equal to the higher of (a) the same month of the preceding year, or (b) the average of the preceding two (2) months.

2.12. Service lines and other associated facilities from the tap-on location to point of water usage shall be constructed at the sole expense and risk of the Customer. Construction criteria for service lines, back flow preventer(s), shut-off valve(s), reducing valve(s), and other necessary equipment shall be provided by owner pursuant to all federal, state and local standards. Service may be immediately terminated without notice until installation of service lines, back flow preventer(s), shut-off valve(s), and/or pressure

reducing valve(s), and other necessary equipment meet the criteria established by any federal, state or local agency with jurisdiction. Installation of such equipment shall be at the sole expense and risk of the Customer and each Customer shall indemnify and hold harmless DIAMOND WATER for any loss or damage related to such installation.

2.13 DIAMOND WATER shall remedy defects in the system main lines, pumps and meters. Each Customer is responsible for repairs and maintenance of all service lines, cross-connection devices, valves, and equipment from the tap-on location to the point of ultimate usage. Should DIAMOND WATER be required by any federal, state, or local agency to increase line size, pump capacity or provide water storage facilities once the Water System is installed, Customers shall be billed for such costs to reimburse DIAMOND WATER for such additional Water System expenses.

2.14 Customers shall immediately repair all line breaks or leaks in service lines or residences to preclude water waste or damage to property. Failure to immediately repair such leaks may result in immediate termination of service without notice until such repairs are completed. Additionally, DIAMOND WATER, in its sole and absolute discretion, has the right to have such leaks repaired at the sole expense and liability of the Customer, without prior notice to the Customer. Costs incurred by DIAMOND WATER for such repairs may be, at the sole discretion of DIAMOND WATER, collected from the Customer in the same manner as provided for mechanics liens. Each Customer hereby grants consent to DIAMOND WATER to place a lien upon their property for costs associated with repairing leaks on their property. Each Customer is responsible for any loss/damage caused to DIAMOND WATER or third parties by leaks on the Customer's lot and costs for such water usage.

2.15. Each Customer grants an irrevocable license on, over, under and across their property to DIAMOND WATER for the purpose of maintaining, expanding, repairing the Water System, including, the right to make repairs to the Customer's waster facilities, as set forth in paragraph 2.14. No compensation shall be paid for any use of this license. DIAMOND WATER has the right to enter any lot at any time for the purpose of monitoring, maintaining, constructing, repairing, or any other activity related to the Water System, without prior notice to the Customer. Obstruction or denial of access to any portion of the lot shall be grounds for immediate and permanent termination of service without notice.

2.16. Each Customer shall be responsible for the cost of all water used for fire fighting on the Customer's Lot and shall be responsible for any loss/damage caused to the DIAMOND WATER or third parties by water used for fire fighting on the Customer's Lot.

2.17. DIAMOND WATER shall not be liable for any actual or consequential damages arising from, or related to the intentional or unintentional interruption of water services, regardless of the cause of the interruption. DIAMOND WATER shall at all times use reasonable diligence and care to prevent interruption of said water service. Each Customer, and their successors and assigns agree to indemnify and hold harmless the DIAMOND WATER for any and all liability related in any fashion to interruption of service. Further, Customer, and their successors and assigns agree to never file, or assist in the prosecution of any claim against DIAMOND WATER related in any fashion to the provision or lack of provision of water service.

2.18 To reinstitute service that has been disconnected by DIAMOND WATER a written application must be made to DIAMOND WATER requesting removal of restrictions or

reinstitution of service after termination. The decision to remove restrictions or reinstate service is in the sole and absolute discretion of DIAMOND WATER. DIAMOND WATER shall not be responsible for any liability/damage arising from the restriction or termination of service, and each Customer agrees to indemnify and hold harmless DIAMOND WATER for any and all liability relating to restriction or termination of service. DIAMOND WATER shall charge a disconnect and reconnect fee as allowed by the Commission, as of this date the fee is \$15.00 for service provided during normal business hours and \$30.00 for service provided after business hours and on weekends.

2.19 DIAMOND WATER reserves the right to sell or transfer (at its option) the Water System to a home owners association, legally organized water district, public corporation, non-profit corporation, private individual or corporation. DIAMOND WATER reserves the unqualified right to extend future water service using the Water System constructed for BOEKEL ESTATES.

2.20 No failure to enforce, delay or omission in the exercise of any right or remedy by DIAMOND WATER of any violation or default by Customer(s) shall impair such a right or remedy, or be construed as a waiver. The receipt and acceptance by DIAMOND WATER of delinquent fees or payments shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular payment involved.

2.21 In case any one or more of the provisions contained in this Agreement or the General Rules and Regulations authorized hereunder shall, for any reason, be held to be invalid, illegal, unconscionable or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not effect any other provision hereof and this Agreement and the Rules and Regulations shall be construed as if such invalid, illegal, unconscionable or unenforceable provision had never been contained herein, and all other terms and provisions hereof will nevertheless, remain effective and be enforced to the fullest extent permitted by law.

2.22 In addition to the remedies set forth above, DIAMOND WATER reserves the right to enforce any restrictions contained herein by any other appropriate action at their option.

2.23 The failure of any Customer to comply with the provisions of the Rules and Regulations shall give rise to a cause of action in favor of DIAMOND WATER and any aggrieved lot Customer for the recovery of damages, or for injunctive relief, or both. If legal action is brought to interpret or enforce compliance with the provisions of this Agreement or the Rules and Regulations of the Association, then DIAMOND WATER shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court.

2.24 DIAMOND WATER shall provide water for fire flow at the locations and in the amounts required by the Fire District.

2.25 DIAMOND WATER shall abide by all rules and regulations, including the testing requirements of the State of Idaho Department of Environmental Quality.

3. CONNECTIONS AND EASEMENT.

3.1. SINGER agrees and confirms that DIAMOND WATER is the owner of the Water System.

3.2. Prior to execution of this Agreement, DIAMOND WATER shall deliver to SINGER a copy of the plans and specifications which will be used to construct the WATER SYSTEM. SINGER shall deliver to DIAMOND WATER written documentation, recorded in the official records of the Recorder's Office, Kootenai County, Idaho. In form satisfactory to DIAMOND WATER, granting to SINGER and DIAMOND WATER a good and valid easement to that property identified and described in Exhibit "B". The purpose and terms of the easement should provide substantially as follows:

(Grant of) an easement to enter upon, over, across, through, and under the property and real estate more particularly described as set forth in Exhibit "A" to construct, reconstruct, operate, inspect, maintain, remove, replace and repair the pipeline, vaults, valving, meters and appurtenances of the Water System.

This easement shall be, at a minimum, five (5) feet each side of the pipe line location and is for the purpose of conveying water through the pipeline and includes the right of ingress and egress of persons, materials, vehicles and equipment. The timing, manner and use of the easement rights herein granted shall be at the sole discretion of DIAMOND WATER.

3.4. DIAMOND WATER is the sole OWNER and controller of the Water System which shall be, repaired, maintained, operated, replaced or reconstructed only under the direction and control of DIAMOND WATER. Such ownership and control by DIAMOND WATER shall survive any termination of this Agreement.

4. RESPONSIBILITY OF THE PARTIES.

4.1. DIAMOND WATER reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. DIAMOND WATER shall at all times use reasonable diligence and care to prevent interruption of said water service.

4.2. Except in the case of an emergency, no one, except an authorized DIAMOND WATER representative, is allowed to turn-on or turn-off the water to BOEKEL ESTATES at the designated service connection.

4.3 DIAMOND WATER agrees to build, repair and maintain and reconstruct the main line and the connections in accordance with standards set by local, state and federal agencies with legal jurisdiction over water delivery by DIAMOND WATER. However, DIAMOND WATER shall not be liable or responsible for harm, loss or damage arising from a defect or break-down of the DIAMOND WATER pumps or water supply or arising from requirements of water

users superior to SINGER'S and Customer's rights under this Agreement. Nor with DIAMOND WATER be liable or responsible for harm, loss or damage arising from power outages, weather related interruption in water service or other acts of nature beyond the control of DIAMOND WATER. DIAMOND WATER does not warrant the quality of water to be furnished to SINGER, and Customers. DIAMOND WATER shall not be subject to any debt or liability of SINGER and shall not pledge any of its faith or credit to aid SINGER.

5. NOTICE

5.1 Unless either party provides notice to the other in writing of change of address as specified in this paragraph, any notice required by this Agreement shall be deemed sufficient if delivered personally or mailed, postage prepaid, to DIAMOND WATER or to SINGER as follows:

Diamond Bar Estates Water Company
P.O. Box 1870
Hayden, ID 83835-0081

Walter and Grace Singer
11463 W. Riverview
Post Falls Idaho 83854

6. PRIOR UNDERSTANDINGS AND AGREEMENTS NULL AND VOID.

6.1 This Agreement sets forth the entire Agreement between the parties.

6.2 This Agreement may not be amended or modified except in writing signed by the parties.

7. CAPTIONS.

The paragraph heading are for convenience of reference only and shall not control or affect the meaning of any provision of this Agreement.

8. AUTHORITY OT EXECUTE AGREEMENT

All signatories to this Agreement warrant and represent that they have the power and authority to execute this Agreement and bind the entity they indicate they are representing.

9. AGREEMENT RUNS WITH THE LAND

This Agreement shall run with the land and shall be binding on and inure to the benefit of the future Customers of each lot in BOEKEL ESTATES. The easements and rights granted herein exist in perpetuity and shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of DIAMOND WATER and SINGER.

10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

11. INTERPRETATION

The parties agree in all cases that the language of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against either party.

12. ATTORNEY'S FEES

In the event of any controversy, claim, or dispute relating to this Agreement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

13. INDEPENDENT REVIEW

SINGER has been advised to seek review of this Agreement by independent legal counsel, and by his signature below, he represents that he fully understands and accepts the terms set forth herein.

IN WITNESS WHEREOF, the parties pursuant to authority of the respective entities have executed this Agreement on the dates set forth in the respective acknowledgments below.

DATED this 20th day of June ~~May~~ 2004.

"DIAMOND BAR ESTATES WATER DIAMOND WATER"

"SINGER"


ROBERT N. TURNIPSEED, Member


WALTER SINGER


GRACE SINGER

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 28th day of May ~~April~~ 2004, before me, a Notary Public, personally appeared ROBERT N. TURNIPSEED, known or identified to me, to be the Managing Member DIAMOND BAR ESTATES WATER DIAMOND WATER, that executed the said instrument, and

acknowledged to me that such DIAMOND BAR ESTATES WATER DIAMOND WATER, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

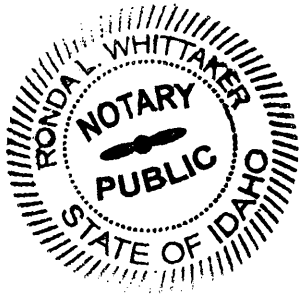
Ronda L Whittaker

Notary for the State of Idaho
My Commission Expires: 7/01/08

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of June 2004, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared WALTER AND GRACE SINGER, known or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Ronda L Whittaker

Notary for the State of Idaho
My Commission Expires: 7/01/08

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GENERAL RULES AND REGULATIONS GOVERNING THE DIAMOND WATER WATER MAIN EXTENSION AGREEMENT

1. INTERRUPTION OF WATER SERVICE

1.1 DIAMOND WATER reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. DIAMOND WATER shall at all times use reasonable diligence and care to prevent interruption of said water service.

1.2 Except in the case of an emergency, no one, except an authorized DIAMOND WATER representative, is allowed to turn-on or turn-off the water on the DIAMOND WATER'S side of the service connection.

2. MAIN LINE EXTENSIONS

2.1 All extensions of distribution mains from the DIAMOND WATER existing distribution system, to serve new Customers, except for those specifically excluded below shall be made under the provisions of this Rule unless specific authority is first obtained from the Commission to deviate therefrom. A Main Extension Contract shall be executed by the DIAMOND WATER and the Applicant or Applicants for the main extension before the DIAMOND WATER commences construction work on said extensions or, if constructed by Applicant or Applicants, before the Facilities comprising the main extension are transferred to the DIAMOND WATER.

2.2 Extensions solely for fire hydrant, private fire protection, resale, temporary standby, or supplemental service shall not be made under this Rule.

3. CROSS-CONNECTION BACKFLOW PREVENTION DEVICES

3.1 Backflow prevention assemblies shall be installed at the service connection or within any premises, where in the judgment of DIAMOND WATER or certified cross connection specialist, the nature and extent of activity on the premises, or the materials used in connection with the activities, or materials stored on the premises would present an immediate and dangerous hazard to health should a cross connection occur, even though such cross connection does not exist at the time the backflow prevention device is required to be installed. This includes:

3.1.1 Premises having an auxiliary water supply.

3.1.2 Premises having internal cross connections that are not correctable, or intricate plumbing arrangements which make it impractical to ascertain whether or not cross connections exist.

3.1.3 Premises where entry is restricted so that inspections for cross connections cannot be made with sufficient frequency or at sufficient short notice to assure that cross connections do not exist.

3.1.4 Premises having a repeated history of cross connections being established or re-established.

3.1.5 Premises on which any substance is handled under pressure so as to permit entry into the public water system, or where a cross connection could reasonably be expected to occur. This includes the handling of process waters and cooling waters.

3.1.6 Premises where materials of a toxic or hazardous nature are handled such that if back siphonage should occur, a serious health hazard may result.

3.1.7 All facilities requiring mandatory service protection as provided in IDAPA 16.01.08 - Idaho Rules for Public Drinking Water Systems now as it may be amended from time to time.

3.2 The owner and the occupant of every premises which has a permanently installed irrigation system or which uses on the premises any non-potable water, must obtain a certificate of compliance from the DIAMOND WATER. A certificate will be issued only if the system is in compliance with this Rule.

3.3 DIAMOND WATER, or a designated agent, will administer the provisions of this Rule. DIAMOND WATER will designate cross connection specialists and shall recommend all needful rules and regulations to carry these provisions into effect. Any deviation, modification or changes from approved standards must be approved by DIAMOND WATER or a DIAMOND WATER designated representative.

3.4 Definitions.

"Auxiliary Supply" means any water source or system other than the DIAMOND WATER water system, that may be available in the building or on the premises.

"Backflow" means the flow other than the intended direction of flow, of any foreign liquids, gases, or substances into the distribution of the public water system.

"Back pressure" means backflow caused by a pump, elevated tank, boiler, or other means that could create pressure within the system greater than the potable water supply system.

