



## **PERRYDALE DOMESTIC WATER ASSOCIATION RULES AND REGULATIONS**

### **Definitions**

**“ASSOCIATION”** shall mean the Perrydale Domestic Water Association, Inc.

**“BOARD”** shall mean the Board of Directors of the Perrydale Domestic Water Association, Inc.

**“PERSON”** shall mean and include any natural person, firm, co-partnership, association or corporation.

**“CUSTOMER” or “MEMBER”** shall mean any person granted water service after due application.

**“SYSTEM”** shall mean any part or all of the water system owned and operated by the association, and shall include all service lines to and including all double check valves and meters.

**“SERVICE LINE” or “SERVICE CONNECTION”** shall mean the pipe, valves, stops, fittings from a main to and including the double check valve, meter and meter boxes.

**“CUSTOMER LINE”** shall mean the pipe, valves, and fittings leading from the double check valve to the premises served.

**“MAIN” or “WATER MAIN”** shall mean the pipe in the public road or the right-of-way owned and maintained by the association for the purpose of distributing water to customers.

### **Ownership, Responsibility and Liability of the Association**

The water system is and shall remain the property of the Association and shall be managed and operated by the Board of Directors elected by the members at their regular annual meetings, and shall serve as provided for in the By-Laws of the Association.

The entire system, including all mains, service lines, double check valves, meters, reservoirs, pumping stations and all facilities and appurtenances shall be operated only by regularly employed and authorized personnel of the Association. No person shall connect to any main or service of the system or interfere with the operation of any of the facilities, nor turn on any meter or service, or operate any valves except with authority of the Board or its designee. The Association shall maintain and repair its mains, service pipes, meters, structures, facilities and all appurtenances so as to keep them in repair and operative condition at all times so far as practical and reasonable.

The Association shall not be responsible for any damage caused by interruptions of service from time to time for the purpose of repairing mains, making extensions, repairing valves, pumps and control devices, and for cleaning, maintaining and reconditioning reservoirs and storage tanks. The Association shall, whenever feasible to do so, give customers advance notice whenever it is known that service is to be interrupted for any appreciable length of time, but failure to give such notice shall in no manner cause the Association to become liable for loss or damage caused by service interruption or fluctuations in pressure. Insofar as reasonably feasible and economical for the Association, it shall furnish water at desirable service pressures. In locations in which service pressures are higher than desired or needed by users, customers shall install and maintain on their premises any pressure regulators which they may desire.

Customers shall be responsible for the maintenance and repair of service piping between the Associations double check valve and premises served, and such lines shall be installed at such depth that pipe shall be protected from freezing and traffic. Owners of land and customers adjacent to and upon which facilities of the Association are located shall take all reasonable precautions to protect the same from damage of any kind, and members and customers shall become liable to the Association for the cost of the repair of any such facility damaged by such customers' or members' negligence.

All plumbing within buildings served by the association shall be so installed and all plumbing fixtures so constructed as to prevent pollution of water supplied by back-siphonage or cross-connections. Water service to any premises known or found to have such defects and hazards shall be discontinued and not restored until such defects and hazards have been eliminated. The Association shall not assume the duty of inspecting the customer's line, plumbing and equipment, and shall not be responsible or liable for failure of the customer to receive service on account of defective plumbing or apparatus upon his premises. The customer shall be responsible for the water rent due to any leakage occurring on his premises, whether such customer has had notice of said leakage or not. In the event that water pressure from the Association's system shall be insufficient to provide the volume of water desired by a Member, such Member shall bear the cost of constructing and maintaining supplemental pumping and storage facilities required to serve Members water needs.

#### **Application for Service**

The Association will require each prospective customer to sign an application for water service and membership agreement and to pay a service connection charge and membership fee in such amounts as shall be established or modified by the Board. Applications must be made in writing on a form prescribed by the Association and filed with an authorized agent or employee. The application shall set forth:

1. Signature of the applicant.
2. Location of the premises.
3. Address to which the statements for water rent shall be mailed or delivered.
4. Such information as the association may require to determine which rate shall apply, or such other information as it may reasonably require.
5. The amount of the deposit paid.

The application shall be considered as a request for service and shall not bind the Association to serve such applicant.

#### **Service Connection Charge**

At the time the applicant files for water service and membership, a service connection charge shall be required. This charge shall cover the actual cost of the Association for installation of the service from the main to and including the double check valve, meter, and the membership fee of the applicant. The service connection charge shall be in such amount as may be determined from time to time by the Board, but in no event less than the actual cost of the Association as herein provided including a capacity charge for capital construction costs previously incurred by the Association for added water service capacity.

Where the main is in a public right-of-way, the meter will be placed at the right-of-way line nearest the property to be served for the standard connection fee, provided the length of service does not exceed the width of the right-of-way. Where the main is on private property, the maximum length of service line furnished and installed by the Association for the standard connection fee shall not exceed sixty feet. In the event that the length of service line to the meter location exceeds the maximum stated, an additional charge shall be made based upon the actual cost of material and labor incurred.

#### **Deposits**

The credit of the applicant for water service must be established before the commencement of the service as follows:

1. The credit of the applicant for service will be deemed to have been established when:
  - a. The applicant has fully paid his service connection charge and membership fee.

b. The applicant, if renting, leasing or otherwise occupying a house or premises owned by a member, has paid a deposit in such amount established by the Board, but not less than two months minimum service charge.

**2. Reestablishment of credit:**

a. An applicant who has been a water customer of the Association and whose service has been discontinued for failure to pay for water furnished, may be required to reestablish his credit as follows:

(1) If the applicant has a deposit on file, he shall pay his delinquent water charge in full.

(2) If the applicant has not heretofore paid a deposit, then a deposit under the classification as set forth in Section 1 may be required, plus payment of his delinquent water bill.

b. An applicant who has been a customer of the Association at the premises or some other premises than those specified in the application, and who shall be indebted to the Association for unpaid bills for material, labor or water will be required to pay all outstanding indebtedness and be required to establish his credit as provided in paragraph 1.

3. At the time of giving the deposit as required in paragraph 1 and 2 of this section, the customer shall be given a receipt for the same. The deposit will be returned to the customer upon surrender to the Association of the deposit receipt properly endorsed when the service is discontinued by the customer, except where there are charges due to the association for water service to the customer, or for material or labor, in which case the deposit will be applied to the charge, provided that the excess portion thereof, if any, will be returned.

4. In the event that water service is discontinued to a customer by reason of his failure to comply with the rules and regulations of the Association or to promptly pay for water furnished, the Association shall charge and collect a service fee in such amount as has been established by the Board for the turning on of water to such premises when such member or customer shall have been reinstated.

5. The Association shall be authorized to charge and collect a service fee in such amount as has been established by the Board for turning water off and on at the customer's request.

### **Contracts**

In the event that the premises of the applicant for water service is connected for water service as a result of his application, the applicant shall be required to sign a "Water Users Agreement", which shall provide that the applicant agrees to abide by such rates, rules and regulation as are in effect at the time of signing thereof or as may be adopted thereafter by the Association, and to pay all charges for water as required in the rate schedule of the Association.

When customer requirements for water are unusual or large, or require special or reserve equipment or capacity, the Association may require a contract for an extended period and may also require the customer to furnish security satisfactory to the Association to protect the Association against loss and to guarantee the performance of the provisions of such contract. Such contracts may provide for a limitation on the amount of water available to such member to protect the availability of water to the membership generally.

Except for special contracts in which the contract rates may be extended for an agreed period of time, all rates, rules and regulations are subject to change and modification by the Association without notice.

Except for special contracts, each residence shall have a separate meter.

Each customer who intends to vacate any premises supplied with water served by the Association shall give written notice of such intent at least two days prior thereto, specifying the date service is to be discontinued. Such customers shall be responsible for water supplied to such premises until such notice shall have been received.

The Association shall have the right to make special contracts, the provisions and conditions of which may be different from or have exceptions to the regular published schedules. These special contracts shall be in writing signed by the customer and approved by action of the Board of Directors.

### **Water Rates**

The rates to be charged by the Association for water supplied to its customers and members shall be in the amounts set by the Board and may be amended from time to time by the Board.

### **Payment and Non-Payment of Water Charges**

All charges made for water shall be due and payable monthly at the office of the Association on the date of the mailing or delivery of a statement therefor, and shall become delinquent ten days thereafter, except in cases where special contract arrangements in writing specify a different date. The Association may specify such other places for the payment of charges by a designation thereof upon the face of the statements rendered.

Service may be discontinued to any customer whose payment for water is delinquent, provided, however, that a five-day written notice shall be given to such customer by regular mail deposited in the United States Post Office with the postage prepaid and properly addressed to the address given to the Association by the customer.

### **Temporary Service**

For water service of a temporary nature, or for construction purposes, the customer may be required, by the Association staff, to make a deposit to cover the cost of labor and material of connection and disconnection, and for a reasonable depreciation charge for the use of equipment and material furnished and owned by the Association.

### **Change of Occupancy and Discontinuance of Service**

At the time specified by the customer in a notice to the Association that such customer intends to vacate the premises where service is supplied, or in the event that a customer notified the Association that the customer desires water service to be discontinued, the meter shall be read and a statement rendered which shall be payable immediately. In no event shall the charge be less than the proportionate share of the monthly minimum provided for in the schedule applying to the class or classes of service furnished.

### **Meters**

The Association will own, install and maintain all necessary meters for measuring the water service used by the customers, and will, from time to time, make an inspection of such meters.

The Association shall maintain an accurate account on its books of the reading of meters, and such account shall be prima facie evidence of the use of such water service by the customer and shall be the basis upon which all bills are calculated.

Should any meter fail to register correctly the use of that part of the water service which said meter should properly register, said service shall be estimated by the Association, which estimate shall be based upon the average of the three prior months' consumption by such customer.

Upon written request, the Association will test any customer's meter, and where circumstances require, adjust for wrong charges for a period not to exceed the prior three months. A charge to be established and modified by the Board will be made to the customer for a meter test if such meter is found to accurate within a tolerance of five percent.

All meters will be tested before installation, and no meter will be placed in service or allowed to remain in service which is known to have an error in registration in excess of two percent under conditions of normal operation.

Meters shall be read each month to the nearest one hundred gallons, and customer billings will be made upon that basis.

In consideration of the continued furnishing of water by the Association to the customer, each customer shall permit the representatives, employees, servants and agents of the Association the right to enter upon the premises of the customer for the purpose of reading the meter, making repairs and maintenance and inspections thereof, and for the purpose of inspecting the plumbing upon the customer's premises.

If a meter shall register less than the amount of water used by a customer, due to tampering with the meter or piping, the service may be discontinued, and shall not be reconnected until the customer has made an adjustment for the loss of revenue and damage to the equipment satisfactory to the Association. In the event that a meter shall be damaged by hot water from the customer's line, the customer shall be required to pay the cost of repairs for the loss of revenue occasioned by the damage.

### **Double Check Valves**

Double check valves are installed on all new services and existing services will be upgraded to have a double check valve as occasion permits.

All double check valve installations will be tested annually and a report will be sent to the state. The member will be charged such amount as established by the Board for the inspection and testing which will appear on their monthly statement.

The Association will maintain the double check valve installation for routine maintenance. Any damage or vandalism to the double check will be paid by the member.

### **Service Line Connections by the Association**

The laying and installation of service lines and fittings for the distribution of water from the main lines shall be performed by the Association, or for the Association under its immediate supervision, and no other person shall be permitted to install, construct, maintain or in any way tamper with such service lines and fittings. No person shall make any connection to any main lines whatsoever. Where a single service line leaves the public right of way and serves more than one member, either the Association must have an unrestricted easement to provide service to all members, or each member to be served by such service line must have a separated recorded easement authorizing the use of such service line to provide water to such members meter.

### **Customer Lines**

Pipe lines from the meter to the premises to be served must be installed in accordance with the laws and regulations of the county, state and federal governments and any other governmental agencies of jurisdiction, and such lines shall be owned by, maintained in good use and condition and replaced as needed by the customer. The size of the customer line shall not be less than one-half inch in size diameter and shall be of galvanized iron or equal quality. Customer lines shall be laid at not less than eighteen inches below the surface, and shall be provided with stop and waste for drainage. All standpipes or fittings of any kind must be so located, anchored and installed so as to not interfere with or endanger the double check valve or meter. The customer shall protect all pipes upon his premises (customer lines) from damage by freezing. After initial installation of the customer lines, and before such lines are covered, the Association shall be notified that connection with the meter is desired. Such connection shall be made promptly by the Association, and the Association shall thereafter make inspection of the customer line prior to back-filling. The Association shall be afforded an opportunity to inspect such line to determine whether the same has been placed in accordance with the specifications, rules and regulation of the Association. The Board may enter into special agreements with customers where installation in accordance with these regulations is impossible by reason of special circumstances pertaining to the customer's property.

The Association shall exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water to the customer, and interruptions and shortages of the delivery of the same shall be avoided where reasonably possible. The use of the water upon the premises of the customer shall be solely at the risk of the customer, and the responsibility of the Association shall cease at the point of the delivery of water, viz, the meter or the Associations double check valve. The Association shall not be liable to any person for damages occasioned by any chemical or

bacteriological condition of the water.

In case of shortage of supply, the Association reserves the right to restrict water use or give preference in the matter of furnishing service to customers, all in accordance with the By-Laws of the Association.

#### **Physical Connection With Private Water Supply Prohibited**

Neither cross-connections nor physical connections of any kind shall be made to any other water supply, whether private or public, without the written consent and approval of the Oregon State Board of Health. Included in this category are all pipelines, appurtenances and facilities of the Association's system and all pipes, appurtenances, pumps, tanks, storage reservoirs, facilities, equipment and appliances of other systems, whether located within or on public or private property of the premises of a water user or member. The Association's authorized representative shall have the right, without being deemed guilty of trespass or any other unlawful act, to check the premises of members and users of the Association's water for physical connections with other water supplies. Any such connections found shall be removed by the customer immediately upon notice. Any customer who refuses or fails to comply with an order to make such disconnection shall immediately forfeit his right to receive water from the Association and the Association, through its representatives, may immediately remove or disconnect the member's premises from the Association's system.

#### **Extension of Existing Facilities**

Extension of existing facilities shall be defined as any installation, placing or extension of any water main or service connection, regardless of the length or diameter of the pipe line.

Installation of mains and service lines serving more than one customer, or having a potential use of more than one customer, shall be installed by a competent contractor satisfactory to the Board and shall be done so as to conform with plans and specification previously approved by the Board.

The Association will maintain any approved extension of facilities and will retain complete jurisdiction over their use, including connections, extensions of, withdrawal of service and for all other purposes.

Initial financing for the extended mains shall be the responsibility of the benefitted parties, unless otherwise arranged by the Board of Directors of the Association. Service connections shall be installed by the Association.

#### **BIDS FOR SERVICES**

Bids will be required for all large purchases or contracts for services unless exempted by the Board. The dollar amount requiring a bid will be established by the Board and the amount may be changed from time to time.

#### **Amendments**

The Board of Directors of the Association shall have the power to amend, change or modify any rule, and to change, alter or establish rates at any time.

#### **Authorized Water Use Policy**

In accordance with Oregon Administrative Rule OAR 333-061-0070, Perrydale Domestic Water Association Rules and Regulations and Association Water Users Agreement, the Board of Directors of Perrydale Domestic Water Association has adopted and established a policy for water use. The purpose of this policy is to maintain appropriate standards of health and safety for all Association members.

It is the policy of the Board of Directors of Perrydale Domestic Water Association that there will be no future use of Hydrants or Blow-off assemblies by anyone except authorized employees of Perrydale Domestic Water Association or their designee or authorized fire district personnel for emergency purposes.

Those who desire to obtain bulk water by means other than from their own domestic water service shall contact Perrydale Domestic Water Association with such request for assistance. Any such request shall be subject to the approval of the General Manager of the Association in accordance with any condition or conditions placed on such

service by the General Manager.

Adopted by action of the Board of Directors of the Association on January 16, 2013.

**ADOPTION OF RULES AND REGULATION**

The Board of Directors approved the foregoing Rules and Regulations by Resolution duly adopted on February 15, 2012 as reflected in the minutes of the Association.