

Tualatin Valley Water District



**RULES
AND
REGULATIONS**

**Adopted By Ordinance No. 1-08
Under The Authority Of
Oregon State Statute 264.306**



TABLE OF CONTENTS

1. Preface.....	2
2. Definitions.....	2
3. Purpose.....	4
4. District Ownership.....	4
5. Compliance With Rules And Regulations/Contract For Service	5
6. Use Of Water.....	5
7. Water Loss Adjustment Policy	6
8. Service Connection	8
9. Temporary Service	9
10. User Lines	9
11. Rates And Charges	10
12. Payments For Service	10
13. Meter Reader And Billing.....	10
14. Maintenance, Repair And Testing Meters.....	11
15. Responsibility For Damages Or Injuries.....	12
16. Service Interruption	12
17. Connection To Another Water Supply	12
18. Backflow And Cross Connection.....	13
19. Extension Of System.....	13
20. Termination Of Water Service.....	16
21. Standby Fire Protection Service Connections.....	17
22. Use Of Fire Hydrants	18
23. Operation Of System.....	19
24. Service Outside The District.....	19
25. Miscellaneous	19
26. Violations And Remedies.....	20
27. Water Supply Shortage Plan	20
28. Revision And Modification Of Rules, Regulations And Charges.....	23
29. Constitutionality, Saving Clause.....	23

1. PREFACE

1. The Tualatin Valley Water District (District) is a municipal corporation organized and operating under Chapter 264 of the Oregon Revised Statutes. The purpose of the District is to supply its users with water for domestic (municipal and industrial) purposes as provided by law and, in connection therewith, may supply, furnish and sell water over and above the needs of its users to any persons, corporations, or associations, either within or outside the District, or to other communities, water districts, or municipal corporations.
2. TVWD is governed by the authority vested in a board of five commissioners residing within the District's boundaries elected by voters. Commissioners may receive compensation as provided by statute. Regular monthly meetings are held by the Board of Commissioners. These meetings are open to the public.
3. Capital improvements to the system by TVWD may be funded by rates, cash on hand, system development charges, the issuance of bonds, ad valorem taxes and other sources authorized by law.
4. Operating expenses of TVWD are funded by rate revenues.
5. The District's debt service may be funded by rates, system development charges, ad valorem taxes, and other sources authorized by law.

2. DEFINITIONS

1. "Board" shall mean the Board of Commissioners of the Tualatin Valley Water District.
2. "Connection Charges" shall be: service connection charge, system development charge (SDC), and meter installation charge.
3. "Customer" shall mean any user to whom water service is provided.
4. "Customer Service Line" shall mean the pipe, valve, fittings, and appurtenances from the outlet of the meter assembly into the premises served.
5. "Definitions of Rules and Regulations" shall mean all definitions of TVWD's Rules and Regulations as incorporated by reference.

6. “Distribution System” shall include the network of pipelines, reservoirs, pump stations, hydrants, and other appurtenances necessary for the delivery of water from the source to the user’s system.
7. “District” shall mean the Tualatin Valley Water District.
8. “District Service Line/Service Connection” shall mean the pipe, valves, stops, and fittings from a main through the meter, meter box, and appurtenances owned by TVWD.
9. “District’s System” shall consist of the source facilities and the distribution system, and shall include all meter assemblies and District service lines thereto.
10. “Fire Service Line” shall include, but is not limited to, valves, backflow prevention devices, special water meters, pipes from the property line to the premises or other devices installed solely for service to the standby connection dedicated for fire service only.
11. “General Manager” shall mean the General Manager of the Tualatin Valley Water District employed by the Board of Commissioners; or the General Manager’s designee.
12. “Main” see Water Main.
13. “Meter Assembly” is defined as meter, meter box and/or vault, valves, tailpiece, by-pass, yoke, and other appurtenances to which the user’s system is connected.
14. “Owner” shall mean and include any person or entity who owns the property served or to be served by the District.
15. “Service Area” shall be that area included within the corporate limits of the District, and such other territory as the Board shall determine to provide water service.
16. “Source” shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
17. “Standards” shall mean the latest revision of the District’s Water System Standards.
18. “TVWD” shall mean the Tualatin Valley Water District.

19. “User” shall mean any user or occupant of the premises receiving water service.
20. “User’s System” shall consist of those parts of the facilities beyond the termination of the District’s distribution system that are utilized in conveying potable water to points of use., including the customer service line and fire service line.
21. “Water Main” shall mean any pipe located in the street, alley, right-of-way, or within an easement; which pipe is owned or maintained by the District for the purpose of distributing water to users and servicing fire hydrants.
22. “Water Service” shall mean the delivery of water to the user.

3. PURPOSE

These Rules and Regulations establish the conditions by which the District will serve its users and how users may lawfully receive service.

4. DISTRICT OWNERSHIP

1. Unless otherwise agreed in writing between the District and the user, the District owns the District’s system.
2. No person other than those authorized by the District shall construct, maintain, operate, repair, or alter the District’s system.
3. No person other than those authorized by the District shall make a service connection or disconnect an existing service connection.
4. All leakage in the user’s system shall be the sole responsibility and expense of the user. The user shall be responsible for the proper maintenance and repair of the user’s system.
5. Leaks in user’s system shall be repaired within 30 days of detection.
6. At all times, property owners and users shall provide the District with safe and reasonable access to the District’s system and the District’s service line.

5. COMPLIANCE WITH RULES AND REGULATIONS/ CONTRACT FOR SERVICE

1. By requesting and receiving water service from the District, every user grants to the District, its agents, and employees the right at all reasonable times to enter upon the user's premises to determine compliance with District Rules and Regulations.
2. Except as otherwise provided by these Rules and Regulations, the District may refuse to supply water to any property or structure where the user fails, after written notice, to comply with the Rules and Regulations of the District within the time specified in the written notice.
3. Notice shall be sufficient if given by any one of the following:
 - A. Regular first-class U.S. mail, postage prepaid, sent to the user's address as shown in District records; or
 - B. Certified mail, return receipt requested, sent to the user's address as shown in District records; or
 - C. By hand delivery of a notice to the user's premises.
 - D. When the notice is sent by mail, notice shall be deemed delivered when deposited in the mail. The period for compliance shall be as set forth in the notice.
 - E. When notice is hand delivered, the notice shall be deemed complete when delivered to the user's premises and the period of compliance shall be as set forth in the notice.

6. USE OF WATER

1. The District will furnish water for ordinary domestic, household, business, industrial, irrigation, community use, and for fire protection purposes as the system may reasonably supply and as may be approved by the Board.
2. The District may enter into contracts to allow for sale or trade of water to other water providers. Said contracts must be approved by the Board of Commissioners or their designee.

3. No person shall use water supplied by the District to create or operate a public or private water system within the District service area unless approved by the District.
4. In the event that the Board of Commissioners or their designee shall determine that conditions exist which require the restriction or prohibition of use of water in order to protect the health, safety, or welfare of the users of the District, the Board or designee shall establish a schedule of use restrictions and prohibitions. The schedule shall indicate the uses prohibited or restricted and the period or periods of prohibited and/or restricted use.

Any user using water in violation of the adopted schedule shall be given notice in writing by the District of said violation. The notice shall advise the user that if unlawful use is not discontinued upon delivery of notice, the water service to the premises shall be terminated. The notice of violation and termination shall be delivered to the user of the premises at which the unlawful use is occurring. If the District is unable for any reason to serve a notice on the user personally, the notice shall be posted on the premises and the posting shall constitute delivery of notice.

Water use may be terminated immediately without notice in the event of imminent threat to health, safety or welfare as determined in the sole discretion of the District.

5. The District allows no waste of water. Users will be responsible for all water use in the user's system.

7. WATER LOSS ADJUSTMENT POLICY

Adjustments for the billing or billings for water consumption based upon a water loss resulting from a leak or leaks in any portion of the user's system or plumbing on or within the user's property may be made one time per calendar year per meter.

1. Prior to filing a request for billing adjustment for water losses resulting from leaks in the user's system or plumbing, the user shall:
 - A. Repair leaks within 30 days of the date the leak or leaks are discovered or reasonably should have been discovered;

- B. File a request for billing adjustment form describing the cause of the water loss and the repair or repairs made to the user's system or plumbing;
2. If it is determined by the General Manager that a water loss has occurred by reason of a leak or leaks in the user's system or plumbing, and the user has complied with the procedures set forth in the preceding sections, then an adjustment shall be calculated in accordance with the following:
 - A. For purposes of calculating the water loss adjustment, the General Manager shall consider the amount of water consumed in the same period of the previous year as ordinary and normal water usage by the user. Water consumption greater than the normal amount of the previous year shall be deemed excess water use.
 - B. An adjustment allowance will consist of 50% of the excess water use.
 - C. The billing or billings to the user shall be adjusted in an amount based upon the commodity rates in effect for the loss period multiplied by the adjustment allowance. This amount shall be credited to the user's account after repairs have been completed. During the loss period, the peaking charges for consumption are excused.
 3. The Water Loss Adjustment Policy may be used in cases of unexplained water loss, vandalism or theft of water beyond the control of the customer.

8. SERVICE CONNECTION

1. Service connections shall be provided only from District mains and shall be located at such points as the District shall determine in its sole discretion.
2. Application for a new water service connection shall be submitted to the District office. No meter installations or connections will be made until all connection charges have been paid in full in accordance with the adopted water rates schedule.

Unless authorized by the District, a service connection shall provide water to only one single-family dwelling.

Unless authorized, multi-family dwellings or multiple service uses such as commercial malls or industrial users and the like will be served via a master meter. The District may require duplexes to be individually metered.

3. Each tax lot shall have its own water connection. All accessory buildings and premises used as a part of such dwelling, business, or institution may be served from such connection as approved by the General Manager. In the case of a commercial or industrial property with multiple users on a single tax lot, additional service connections may be provided upon approval by the District after payment of the appropriate fees. In addition, duplex units on a single tax lot also qualify for multiple meters.
4. No user shall extend the customer service line, without District approval, to furnish water to any residence, business, institution, or other premises on the same or neighboring tax lot(s) other than that occupied by the user.
5. All service connections shall be installed by the District unless otherwise authorized in accordance with District standards relating to size, materials, location and methods of installation. The charges shall be as set forth in the District's established schedule for rates and charges.
6. Users shall make a request to the District for all water services desired.
7. Removal or relocation of a service connection shall be at the expense of the party requesting the change. The District shall not bear responsibility for reconnection of the user service line. No service connection extension can be made unless approved in writing by the District.

9. TEMPORARY SERVICE

1. A user shall make a request to the District for temporary water service not to exceed two years.
2. The District may grant temporary water service during construction and for special events approved for such service by the District. The length of time and conditions of temporary water service shall be determined by the District at the time of application.

All costs for installing and removing temporary services shall be paid by the user in advance. Such costs shall be determined by the District and shall include, but are not limited to:

- A. Labor
- B. Material
- C. Equipment rental
- D. Overhead
- E. Monthly fixed charges (if applicable)

If the actual cost of providing the temporary service exceeds the estimated cost, the applicant shall pay the excess cost to the District within 30 days after billing by the District of the actual cost. If the actual cost of providing the temporary service is less than the estimated cost, the District shall refund the difference to the applicant within 30 days after determination of actual cost.

3. The user shall pay for water usage in accordance with the adopted water rate schedule.

10. CUSTOMER SERVICE LINES

1. The user is solely responsible to pay the cost to install the customer service line from the meter assembly to the structure to be served.
2. Customer service lines shall be installed in accordance with applicable plumbing codes and other specialty codes.
3. No pump equipment shall be connected to a customer service line without prior written approval from the District.
4. The user shall be responsible for maintenance and repair of the customer service line.

11. RATES AND CHARGES

By resolution, the District shall establish rates, charges and fees for use of water, services, and property of the District. A copy of the resolution shall be on file in the District office for examination by the public during business hours.

12. PAYMENTS FOR SERVICE

1. All payments shall be made to the District at the place designated on the most recent invoice provided to the user or at the District office.
2. Bills for use of water, services, and property of the District shall be due, payable, and delinquent in accordance with the terms set forth by the District.
3. The District may turn off water supply to the premises for which payment is delinquent. The service will be restored after acceptable terms of payment are arranged for all delinquent bills, including charges established within the schedule of rates, charges, and fees adopted by the Board.
4. The District has contracted, and retains the right to establish contracts with other agencies for the purpose of billing for said agency's services and collections. The terms of those contracts regarding allocation of payments received are incorporated by reference. Future contracts or amendments to existing contracts shall be incorporated by reference upon approval by the Board.

13. METER READING AND BILLING

1. Meters shall be read at regular intervals as determined by the District.
2. The user is responsible for ensuring safe and efficient access to the meter and shutoff valve at all times.
3. Whenever it is necessary to enter a building to read or work on the meter, a safe passageway must be maintained by the occupant of the premises, free and clear of obstructions of any kind from the building entrance to the meter.
4. By connection to the system, the user consents to the right of TVWD employees or agents to remove obstructions as necessary to maintain access to the meter.
5. If it is determined by the District that a meter fails to register accurately or the District determines that it is unable to read a meter, billing shall be calculated in accordance with the following:

- A. When the user has been at the same premises for a 12-month period or more: Estimates will be based on water consumption during the same period the preceding year, times current rate, plus current charges and fees.
 - B. When the user has not been at the same premises for a 12-month period or more: Estimates will be based on the average water consumption for District water services of an equivalent meter size, times current rate, plus current charges and fees.
 - C. A true-up bill will be produced during the next billing cycle when an actual read is obtained.
6. A user may request that the meter be re-read if there is a reasonable basis to conclude the bill is in error.

14. MAINTENANCE, REPAIR AND TESTING METERS

1. The District's meters shall operate within the standards established by the American Water Works Association Section C700
2. A user may request that the meter be tested by making an application for such testing to the District.
3. If the test shows that the water meter registers outside the American Water Works Association standard, the meter shall be repaired or replaced at no cost to the user for a new meter, parts, or labor.

An adjustment of the commodity (water unit) charge may be made if the meter registers in excess of the American Water Works Association standard. Charge adjustments shall be made retroactive for a period not to exceed one year.

4. If the test show that the water meter registers within or below the American Water Works Association standard, the user shall pay for the test in accordance with District rates and charges. The cost for the test shall be billed by the District and the District may charge a user for water delivered, not to exceed one year prior to the testing.

15. RESPONSIBILITY FOR DAMAGES OR INJURIES

1. The user is responsible for all damage or injury resulting from the failure to properly construct, maintain, repair, or correct conditions in the user's system.
2. The District will not be liable for any damage to the premises, injury to the user or others on the premises caused by termination or interruption of service, reduction of water supply, reduced or excessive water pressure, or quality of water delivered to the premises.
3. The user shall be liable for any damage to the District's system which is caused by an act of the user, his tenants, agents, employees, contractors, licensees, or permittees. Damage to the District's system shall include but not be limited to breaking of seals and locks, tampering with meters or meter boxes, damage to meters or meter boxes, including but not limited to damage by heat, hot water or steam, and damaged curb stops, meter stops, and other service appurtenances. The user responsible for the damage or tampering may also be fined and/or have service terminated.
4. Only the District may operate, modify or alter the District's system. Violators shall be responsible for any damage to the District's system due to unauthorized operation, modification or alteration.

16. SERVICE INTERRUPTION

From time to time, the District must interrupt service for maintenance, replacement and repairs of the District's system. The District will not be responsible for damages caused by such interruptions of service or fluctuation of pressure.

17. CONNECTION TO ANOTHER WATER SUPPLY

No other water supply shall be connected to the user's service line without written approval of the General Manager.

18. BACKFLOW AND CROSS CONNECTION

Water service connections shall be protected as required by OAR 333-61-0070 to OAR 333-61-0071 and District Ordinance 1-96 and amendments thereto (“Ordinance”). Service of water shall be discontinued by the District if a backflow prevention assembly required by OAR 333-61-0070 and the District Ordinance (1-96 and amendments) is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists. Service will not be restored until such conditions or defects are corrected.

User’s facilities shall be open for inspection at all reasonable times to the District to determine if an unprotected cross-connection or violation of the District’s Cross-Connection Control Ordinance exists.

The user shall be responsible for any fees incurred in accordance with rates and charges adopted by the Board. In the event of an emergency affecting public health and safety, the District may discontinue service immediately.

19. EXTENSION OF SYSTEM

In general, all water line extensions shall extend the entire distance between opposite boundaries of the property to be served and shall be located within public right-of-way or, if necessary, within easements. The property owner will be required to make advance payment for the estimated costs of plan review, administrative expenses, and other applicable fees related to the proposed project. Unless authorized by the District’s engineer, projects must be designed and constructed in accordance with District standards.

1. **Owner Request.** Upon request of the property owner, the District may, at its sole discretion, construct system improvements at the expense of the property owner. The cost and scheduling of the extension and improvements shall be determined by the District.
2. **District Extension.** District may extend its water system when, in the opinion of the District, the public convenience and welfare is best served by such construction.

At its sole discretion and where it appears equitable that the cost of such construction be apportioned, the District may apportion all or any part of the cost of the construction of such water system among such persons as may at any subsequent time apply for a service connection from said extension. The charge shall be at an amount established by the District.

No service connection shall be made by the District until the applicant has paid in advance to the District the apportioned charge for the construction of the extended water system, the standard service connection charges, and the appropriate system development charge.

3. Local Improvement District or Equivalent. The District may extend its water system upon written request of the owners of abutting property. It may also extend the water system through property intended to be developed under the applicable zoning and development code. The District may require formation of a local improvement district or assessment district or other such security for payment as it deems appropriate.

Installation or construction shall not commence until the applicant has paid a deposit in advance to the District in an amount estimated by the District to cover the cost of construction of the water system extension. Following completion of construction, the District shall determine the actual cost of the project, including overhead, supervision and engineering. The District shall refund to the applicant any part of the deposit which exceeds the actual project cost or the applicant shall pay to the District the actual project cost less the deposit already paid.

4. Owner/Developer Extension. Parties other than the District may extend the water system consistent with the District's Rules and Regulations. Parties using non-District funds for construction of water improvements shall select an engineer or contractor of their choice who meets the District's requirements, including qualifications of the engineer and contractor. Such parties shall adhere to District procedures for design and construction.

All water system extensions shall be constructed only by the District or by a reputable contractor. Contractors shall anticipate and allow for inspection by the District. All connections for services shall be made in the manner elsewhere set forth in the District's Rules and Regulations.

Prior to final acceptance, the project must be demonstrated to operate and perform as intended.

5. After acceptance by the District, the facilities shall be the sole property of the District and maintained and operated by District personnel exclusively. If the system extension is by a party other than the District, the property owner and their contractor shall be responsible for a warranty period of one year after acceptance for failures of materials or workmanship.
6. Upsizing of Facilities. The District may elect to install a larger main or other system improvements other than needed for the applicant's service requirements. When it does so, the District is responsible for the incremental cost. All cases shall be considered separately and the requirements for each project shall be specified to the applicant. Design and construction shall be by the District, the District's contractor, or a contractor approved by the District.
7. Reimbursement Agreement. Where a party other than the District, at their own expense, extends a water line adjacent to property other than that party's own, so that water service is provided for such other property without further extension of the water line then pursuant to ORS 264.320, the party may obtain partial reimbursement of the cost of extension subject to the following:
 - A. The line must be designed and constructed according to District Standards be inspected and accepted by the District as part of the District's system. The term of the reimbursement agreement shall not exceed 10 years from the date of acceptance.
 - B. The request for partial reimbursement shall be made in a form acceptable to the District at or prior to the time of acceptance of the facilities by the District.
 - C. Upon receipt of the request, the General Manager shall determine which, if any, facilities are eligible for reimbursement, costs eligible for reimbursement, and identification of properties that would be required to pay the reimbursement fee. If these criteria are met, the General Manager shall compute the amount of reimbursement for each potential lot that could connect to the extension, which includes the lots of the person or entity extending the line, and notify the person seeking the agreement for reimbursement of the eligible amount.

- D. If the General Manager finds that the reimbursement eligibility requirements are met, the General Manager shall prepare an agreement that makes final determination as to reimbursement eligibility. If a person disputes in writing the decision of the General Manager within ten days of notification specifying the reason for the dispute, the Board of Commissioners will make a final decision on reimbursement eligibility. In no event will the reimbursement obligation extend longer than the minimum period provided by ORS 264.320.
- E. As the identified properties connect, all applicable fees and charges of the District and the reimbursement amount shall be collected by the District. The District will remit to the party the reimbursement amount collected by June 30 of each year collected since the previous July 1st.

20. TERMINATION OF WATER SERVICE

- 1. Termination at Request of User: When a user notifies the District that they wish service discontinued, the District will read the meter and issue a bill.
- 2. Termination of Service by District: Water service shall be subject to termination upon the occurrence of:
 - A. Non-payment of charges established within the District's adopted Water Rate Schedule.
 - B. Non-compliance with the District's Rules and Regulations relating to matters other than non-payment of charges.
 - C. Lack of use of a water service for a period indicating intent to abandon.
- 3. Notice of the District's intent to terminate service shall be sufficient if given by any one of the following:
 - A. U.S. mail sent to the user's address as shown in District records;
or
 - B. By hand delivery of a notice to the user's service premises

- C. When the notice is sent by mail, the notice shall be deemed complete upon deposit in the mail. The period for compliance shall be as set forth in the notice.
 - D. When notice is hand delivered, the notice shall be deemed complete when delivered to the user's service address and the period of compliance shall be as set forth in the notice.
4. Limitation of liability. The District shall not be liable or responsible for any consequential, indirect, punitive, incidental or special damages or damages of any kind regardless of the basis of the claim or in any way arising out of the District's termination of water service.

21. STANDBY FIRE PROTECTION SERVICE CONNECTIONS

1. Standby fire protection service systems connected to a fire service line shall be installed in accordance with applicable regulations. Adequate provisions shall be made to prevent the use of water from such services for purposes other than fire extinguishing or testing of fire protection system.
2. Charges for the fire service line shall be according to the District's schedule for rates, charges and fees.
3. As determined by the District, the user shall pay the cost of installing the fire service line, including the cost of mains and related improvements needed to supply the required flow.
4. All water provided by the District through a fire service line shall be provided subject to the supply and pressure existing in its water distribution system. The District shall not be responsible for loss or damage resulting from lack of water supply or water pressure.
5. If water is used from a fire service line in violation of these Rules and Regulations, an estimate of the amount used will be computed by the District. The user shall pay for the water based on the estimated quantity used, at the regular rates, including the minimum charge based on the size of the service connection. Upon the second unauthorized water use, a system development charge will also be assessed on the service. The District shall determine the system development charge.

22. USE OF FIRE HYDRANTS

1. No person except those authorized by the District shall operate, or attempt to operate, any fire hydrant.
2. The District may authorize use of a fire hydrant for a temporary water supply. The user shall pay all rates, charges, and fees adopted by the Board for such service and shall conform with District Standards and Procedures for hydrant use including but not limited to compliance with applicable backflow prevention requirements.
3. Users requesting flow testing of fire hydrants shall pay the fee established by the District's Board.
4. Only the District may change or relocate a fire hydrant. If a user requests hydrant change or relocation and the District approves, the user shall pay all costs of such change.
5. Privately owned fire hydrants are to be used only for fire emergencies or other uses specifically authorized by the District.
6. The fire service agency shall not be deterred or hindered from gaining immediate access to fire protection equipment and hydrants. Access from the street to the fire hydrant, fire protection system and control valves shall be maintained in a manner such that the equipment or fire hydrants are immediately visible. A clear space shall be maintained within a 3 foot radius of fire hydrants, fire protection equipment, and control valves. Access from the street to the hydrant shall be kept clear if the travel distance is greater than 3 feet. Property owners shall be responsible for pruning or removing landscaping or other obstructions that restrict access to or visibility of a fire hydrant.
7. A minimum of eighteen (18) inches shall be maintained between the ground and the center of the lowest hydrant discharge port. No change in grade (ground elevation) is allowed within a 3 foot radius of the hydrant without approval of the District.
8. The District designates hydrant paint color. No change in hydrant color is allowed unless specifically authorized by the District.
9. Upon notice from the District, the property owner shall within fourteen (14) days remove such obstruction or correct non-compliance. If

the obstruction is not removed or compliance is not achieved within the required time, the District shall take corrective action. If the obstruction presents an urgent safety hazard, the District may take immediate corrective action. All charges associated with corrective actions, including those taken by the District, will be the responsibility of the property owner.

23. OPERATION OF SYSTEM

UNLESS AUTHORIZED BY THE DISTRICT, NO PERSON SHALL OPERATE ANY PORTION OF THE DISTRICT SYSTEM.

24. SERVICE OUTSIDE THE DISTRICT

1. Water shall not be provided outside the District boundary without approval of the Board, except where such service is temporarily required to avoid a health hazard.
2. Service to other water providers and to users located outside of the boundaries of the District will be made only if the District has sufficient surplus water. . Such services may be discontinued at any time if the best interest and the needs of the District so require. The Board reserves the right to increase the rate to any user outside the District without notice. The rate schedule for sale of water to other governmental units will be set by the Board, but will not be less than the cost of producing and transporting the water to the other governmental unit's connection to the District system.

25. MISCELLANEOUS

1. Severability: If any portion of this ordinance is found invalid by a court of competent jurisdiction, the remaining sections of said ordinance shall be unaffected thereby.
2. Fees: By resolution, the District may adopt such fees and charges as it deems appropriate for services provided under this ordinance.
3. Policy and Procedures: By resolution, the District may adopt and amend implementing policies for this ordinance.

26. VIOLATIONS AND REMEDIES

1. Violation of this ordinance is punishable by a civil penalty of \$500 per day for each day of violation. In addition to said fine, the District may obtain injunctive or equitable relief to abate the violation, including termination of water service as a violation of the District's Rules and Regulations.
2. Any person aggrieved by a ruling or interpretation of the provisions of this ordinance may submit a written appeal to the General Manager. The appeal shall set forth the events and circumstances leading to the appeal, the nature of the ruling or interpretation from which relief is sought, the nature of the impact of the ruling on appellant, and any other reasons for appeal.
3. The General Manager shall study the matter, hear testimony if deemed necessary, and issue a written decision to the appellant affirming, denying or modifying the interpretation or ruling.
4. If the appellant considers that their grievance has not been handled satisfactorily, they may apply to the Board of Commissioners for review of the matter within thirty (30) days from the date of the written decision. The Board may make an independent review of the case and hear additional testimony on the matter if it deems necessary or restrict it to the record. Within sixty (60) days from receipt of the appeal, the Board will prepare a written decision on the matter which shall be sent to the appellant. In lieu of a hearing by the Board, a hearing officer may be appointed.
5. Decisions of the Board shall be reviewable by the Circuit Court of the State of Oregon for Washington County, solely and exclusively under the provision of ORS 43.010 to 34.100.

27. REVISION AND MODIFICATION OF RULES, REGULATIONS AND CHARGES

Only the Board may amend the Rules and Regulations.

28. CONSTITUTIONALITY, SAVING CLAUSE

If any clause, sentence, paragraph, section, or portion of these Rules and Regulations for any reason shall be adjudged invalid by a court of competent jurisdiction, such judgement shall not affect, impair, or invalidate the remainder of these Rules and Regulations.

Tualatin Valley Water District



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