Tualatin Valley Water District
Delivering the Best Water ☀️ Service ☀️ Value

RULES
AND REGULATIONS

Adopted By Ordinance No. 2-18
Under The Authority Of
Oregon State Statute 264.306
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1.0 PREFACE

1.1 The Tualatin Valley Water District (TVWD) is a municipal corporation organized and operating under Chapter 264 of the Oregon Revised Statutes. The purpose of TVWD 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.

1.2 TVWD is governed by the authority vested in a Board of five commissioners residing within TVWD’s boundaries and elected by voters. Regular monthly meetings are held by the Board of Commissioners. These meetings are open to the public.

2.0 DEFINITIONS

2.1 “Board” shall mean the Board of Commissioners of the Tualatin Valley Water District.

2.2 “CEO” shall mean the Chief Executive Officer of the Tualatin Valley Water District or the Chief Executive Officer’s designee.

2.3 “Class Code” shall mean the code assigned to each Customer Connection by the District to determine applicable Rates, Fees and Other Charges for that Customer Connection.

2.4 “Connection Charges” shall be the current service installation charge and meter installation charge as adopted by the Board.

2.5 “Customer” shall mean any citizen, business, or other entity who purchases water from TVWD.

2.6 “Customer Connection” shall mean the point at which the District Service Line/Service Connection connects to the Customer Service Line or Fire Service Line.

2.7 “Customer Service Line” shall mean any pipes, valves, fittings, or appurtenances beginning at the outlet of the Meter Assembly into the premises served excluding Fire Service Lines.

2.8 “District” shall mean the Tualatin Valley Water District.
2.9 “District Service Line/Service Connection” shall mean the pipe, valves, stops, and fittings from a main to the outlet of the Meter Assembly.

2.10 “District Standards” shall mean the latest revision of the District’s Water System Design and Construction Standards.

2.11 “District’s System” shall include the network of pipelines, reservoirs, pump stations, hydrants, and other appurtenances necessary for the delivery of water to the User’s System and shall include all District Service Lines thereto.

2.12 “Fire Service Line” shall include, but is not limited to, valves, backflow prevention assemblies, special water meters, pipes, and other devices installed solely for service to the standby connection dedicated for fire service only. The Fire Service Line shall be owned and maintained by the Owner from the District’s valve where the Fire Service Line connects into the District’s System or from the downstream side of the last connection to a portion of the District’s system (such as a public fire hydrant, District Service Line, etc.)

2.13 “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.

2.14 “Owner” shall mean and include any person or entity who owns the property served or to be served by the District.

2.15 “Rates, Fees and Other Charges” shall mean the current rates, fees and charges as adopted by the Board.

2.16 “Rules and Regulations” shall mean these Rules and Regulations as adopted by ordinance by the Board.

2.17 “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.

2.18 “System Development Charges” shall mean charges assessed as authorized by ordinance 01-12 and subsequent revisions.

2.19 “TVWD” shall mean the Tualatin Valley Water District.

2.20 “User” shall mean any User or occupant of the premises receiving Water Service.
2.21 “User’s System” shall consist of those parts of the facilities beyond the termination of the District’s system that are utilized in conveying water to points of use, including the Customer Service Line and Fire Service Line.

2.22 “Water Main” shall mean any pipe located in the street, alley, right-of-way, or within an easement; which is owned or maintained by the District for the purpose of distributing water to users and servicing fire hydrants.

2.23 “Water Service” shall mean the delivery of water to the User.


3.0 PURPOSE

These Rules and Regulations establish the conditions by which the District will conduct its business and operations, and how Customers may receive service.

4.0 DISTRICT OWNERSHIP

4.1 District owns the District’s System unless otherwise agreed in writing.

4.2 No person other than those authorized by the District shall construct, maintain, operate, repair, or alter the District’s System.

4.3 No person other than those authorized by the District shall make a service connection or disconnect an existing service connection.

4.4 At all times, Owners, Customers and Users shall provide the District with safe, reasonable and efficient access to the District’s System and the District’s Service Line.

5.0 COMPLIANCE WITH RULES AND REGULATIONS/CONTRACT FOR SERVICE

5.1 By requesting or receiving Water Service from the District, Customers and Users agree to abide by these Rules and Regulations.

5.2 Water shall not be used from a new or proposed service until authorized by the District.

5.3 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 these Rules and Regulations.
6.0 USE OF WATER

6.1 The **District** will furnish water for 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**.

6.2 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** or its designee.

6.3 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** and any other required governmental approval.

6.4 In the event that the **Board** or its designee shall determine that conditions exist which require the restriction or prohibition of use of water in order to comply with the **District’s Water Supply Shortage Plan** or to protect the health, safety, or welfare of **Users**, 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 **Rules and Regulations** 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, the **Water Service** to the premises may 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 written notice to the **User**, the written notice may be posted on the property and the posting shall constitute delivery of notice.

**Water Service** may be terminated immediately without notice if the use is a threat to health, safety or welfare as determined at the sole discretion of the **District**.

6.5 The **District** allows no waste of water. **Users** will be responsible for all water use in the **User’s System**.

7.0 WATER LOSS ADJUSTMENT POLICY

Adjustments for the billing or billings for water consumption based on 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.

7.1 To request a billing adjustment to a Residential Account 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 within three months of the date of the leak repair describing the cause of the water loss, the repair or repairs made to the User’s System or plumbing, and the dates the repairs were made;

7.2 If it is determined by the CEO that a water loss for a Residential Account 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 CEO 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 for no more than three billing periods (six months total).

C. The billing or billings to the User shall be adjusted in an amount based on the water volume rate 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, if in the prior year no peaking water charges were applied.


A. Shall only be used for the purposes of calculating the water loss adjustment for a User on a non-residential account that has made repairs to a water loss condition which lasted longer than one calendar year.
B. User must complete requirements set forth by 7.1.B

C. For purposes of establishing ordinary and normal water usage by the User following the completion of repairs, the CEO shall consider the amount of water consumed for the subsequent three complete billing periods if billed bi-monthly or six months if billed monthly.

D. For the purpose of calculating the water loss adjustment staff will compare the re-established ordinary and normal usage to the same period of the previous year. Water usage greater than the ordinary and normal usage shall be deemed excess water use.

E. An adjustment allowance will consist of 50% of the excess water use for no more than three billing periods or six months.

7.4 If multiple leak requests are submitted from the same User, the CEO shall determine the eligibility for the water loss request.

7.5 The Water Loss Adjustment Policy may be used in cases of unexplained water loss, fire protection, vandalism, or theft of water beyond the control of the Customer.

8.0 SERVICE CONNECTION

8.1 Service Connections shall be provided only from District Water Mains and shall be located at such points as the District shall determine in its sole discretion.

8.2 Request for a new water Service Connection shall be made to the District. No meter installations or connections will be made until all currently adopted Connection Charges and System Development Charges have been paid in full.

8.3 Unless authorized by the District in writing, a Service Connection shall provide water to only one single-family dwelling. Multi-family dwellings or multiple service uses such as office buildings, commercial malls or industrial Users and the like will be served via a master meter. The District may require duplexes to be individually metered.

Unless authorized by the District in writing, each tax lot or structure receiving service 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 CEO.
In the case of a commercial or industrial property with multiple Users on a single tax lot, more than one Service Connection may be provided upon approval by the District after payment of the appropriate fees.

8.4 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.

8.5 All Service Connections shall be installed by the District unless specifically authorized in writing by the District. Work performed will be performed in accordance with District Standards relating to size, materials, location and methods of installation. The charges shall be as set forth in the Rates, Fees and Other Charges.

8.6 Customer’s capacity from meter purchase shall be limited to that obtained during original purchase and subsequent upgrades regardless of other system improvements that allow greater capacity.

8.7 Users shall make a request to the District for all Water Services desired.

8.8 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 Customer Service Line. No Service Connection extension can be made unless approved in writing by the District.

9.0 TEMPORARY SERVICE

9.1 A User who is required to install temporary meters for a limited period of up to two years for the irrigation of water quality facilities and other landscaping requirements as specified by development permits may make a request to the District for a temporary irrigation meter.

The User will be required to pay a Temporary Irrigation Meter fee and Water Volume and Fixed Charges as specified in the Rates, Fees and Other Charges.

9.2 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 these 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 installing and removing these temporary services 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 after determination of actual cost.

The User will be required to pay all applicable Water Volume and Fixed Charges as specified in the Rates, Fees and Other Charges.

### 10.0 CUSTOMER SERVICE LINES

10.1 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.

10.2 Customer Service Lines shall be installed in accordance with applicable plumbing codes and other specialty codes.

10.3 No pump equipment shall be connected to a Customer Service Line without prior written approval from the District.

10.4 The User shall be responsible for maintenance and repair of the Customer Service Line and associated appurtenances.

10.5 The District is not responsible for Customer Service Lines.

### 11.0 CLASS CODES, RATES, FEES, AND OTHER CHARGES

The District will assign a Class Code for each Customer Connection. Class Codes will be used to determine applicable Rates, Fees and Other Charges.

**Class Code 1 – Residential** shall consist of Customer Connections serving a dwelling unit where one District meter serves only one dwelling unit.

**Class Code 2 – Residential Multi-Family** shall consist of Customer Connections serving two or more dwelling units.
Class Code 3 - Non-Residential shall consist of Customer Connections not serving one or more dwelling units. Class code 3 does not include customer connections classified in class code 4, class code 5, or class code 6.

Class Code 4 - Production Processes shall consist of Customer Connections that would otherwise be in class code 3 but where the water passing through a District meter is used in a production process.

Class Code 5 - Fire Lines shall consist of Customer Connections for Fire Service Lines on private property where water can only be used for fire suppression.

Class Code 6 – Irrigation shall consist of Customer Connections where water passing through a District meter can only be used for seasonal agricultural or landscaping purposes and not returned to a wastewater utility system.

Class Code 7 - Temporary Irrigation shall consist of Customer Connections that are for Temporary Irrigation where the Customer is required to install temporary meters for a limited period of up to two years for the irrigation of water quality facilities and other landscaping requirements as specified by development permits.

Class Code 8 – Local Government/Water Provider shall consist of Customer Connections that are for Local Government Water Purveyors and Customers that have a wholesale rate approved by the District Board of Commissioners.

The District shall establish Rates, Fees and Other Charges for use of water, services, and property of the District by Resolution. A copy of the established Rates, Fees and Other Charges shall be on file in the District office for examination by the public during business hours.

12.0 METER READING AND BILLING

12.1 Meters shall be read at regular intervals as determined by the District.

12.2 The User is responsible for ensuring safe and efficient access to the Meter Assembly at all times. Access to the meter requires six feet vertical clearance above the meter box and two feet clearance around.

12.3 Whenever it is necessary to enter a building to access the Meter Assembly, a safe passageway must be maintained by the User, free and clear of obstructions of any kind from the building entrance to the Meter Assembly.
12.4 The User consents to the right of TVWD employees or agents to remove obstructions as necessary to maintain access to the Meter Assembly. Costs incurred by TVWD to gain access to the Meter Assembly may be billed to the User.

12.5 If the District determines that it is unable to read a meter, billing shall be calculated in accordance with the following:

A. The District will estimate water consumption based on available historical data.

B. A true-up bill will be produced during the next billing cycle when an actual read is obtained.

12.6 If it is determined by the District that a meter fails to register accurately, the District will estimate water consumption based on available historical data.

12.7 A User may request that the meter be re-read if there is a reasonable basis to conclude the bill is in error.

13.0 PAYMENTS FOR SERVICE

13.1 Bills from the District shall be due, payable, and delinquent in accordance with the terms set forth by the District.

13.2 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 Rates, Fees and Other Charges.

13.3 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.

13.4 Outstanding charges owed to the District may be transferred to a Customer’s new account within the District.
The District may collect unpaid charges incurred by a Customer at previous service locations within the District as part of the Customer’s current water bill. These unpaid charges are subject to current collection terms set forth by the District.

14.0 METER ACCURACY AND TESTING

14.1 The District’s meters shall operate within the standards established by the American Water Works Association (AWWA) Section C700.

14.2 A User may request the meter be tested by making a request for such testing to the District:

A. If the test shows the water meter registers outside the AWWA 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 volume (water unit) charge may be made if the meter registers in excess of the AWWA standard. Charge adjustments shall be made retroactive for a period not to exceed one year.

B. If the test shows that the water meter registers within the AWWA standard, the User shall pay for the test in accordance with District’s Rates, Fees and Other 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.

14.3 The District may audit, test or replace the meter at any time at the District’s discretion.

15.0 RESPONSIBILITY FOR DAMAGES OR INJURIES

15.1 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.

15.2 The District will not be liable for any damages or injuries caused by termination or interruption of service, reduction of water supply, variations in water pressure, or quality of water.
15.3 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. The User responsible for the damage or tampering may be fined and/or have service terminated.

15.4 Only the District may operate, modify, or alter the District’s System. Violators shall be responsible for any damage, adverse effects to water quality or availability of water due to unauthorized operation, modification or alteration of the District’s System.

15.5 The User is responsible for compliance with all city and county codes and requirements related to maintenance of their property and plumbing system.

16.0 WATER SERVICE INTERRUPTION

From time to time, the District must interrupt Water Service for maintenance, replacement, or repairs of the District’s System. The District will not be responsible for damages caused by such interruptions of Water Service or fluctuation of pressure.

17.0 CONNECTION TO ANOTHER WATER SUPPLY

No other water supply shall be connected to the Customer Service Line without written approval of the CEO.

18.0 BACKFLOW AND CROSS CONNECTION

Service Connections shall be protected against backflow into the District’s System as required by the District. Service of water may be terminated if a backflow prevention assembly required by the District 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.

The User shall provide the District access for inspection at all reasonable times to the User’s System to determine if an unprotected cross-connection or violation of the District’s Cross-Connection Control requirements exists and that compliance requirements are met.
19.0 EXTENSION OF DISTRICT’S SYSTEM

In general, Owners shall extend all Water Mains 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. Unless authorized by the CEO, projects must be designed and constructed in accordance with District Standards approved by the CEO and Chief Engineer. All extensions shall be constructed only by the District or by a contractor acceptable to the District. Contractors shall anticipate and allow for inspection by the District during construction. All connections for services shall be made in the manner elsewhere set forth in these Rules and Regulations. Prior to final acceptance, the project must be demonstrated to operate and perform as intended.

19.1 Owner/Developer Extension. Parties other than the District may extend the District’s System consistent with these 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’s Standards.

19.2 All extensions of the District’s System requires plan submission, review, and written District approval.

19.3 Owner Request. Upon request of the Owner, the District may, at its sole discretion, construct system improvements at the expense of the Owner. The cost and scheduling of the extension and improvements shall be determined by the District.

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 District’s 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.

19.4 District Extension. District may extend its District’s 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 the District’s System among the 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 or Fire Service Line 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 District’s System, Connection Charges, and the appropriate System Development Charge.

19.5 Local Improvement District or Equivalent. The District may extend its District’s System upon written request of the Owners of abutting property. It may also extend the District’s 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. Terms of payment shall be provided in the local improvement district or equivalent documents approved by the Board.

19.6 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 District’s System extension is by a party other than the District, the property Owner and its contractor shall be responsible for a warranty period of one year after acceptance for failures of materials or workmanship.

19.7 Upsizing of Facilities. The District may elect to install larger Water Mains 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.

19.8 Reimbursement Agreement. Pursuant to ORS 264.320, the District may establish reimbursement agreement subsequent 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 prior to the time of acceptance of the facilities by the District.

C. Upon receipt of the request, the CEO 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 CEO 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 CEO finds that the reimbursement eligibility requirements are met, the CEO shall prepare an agreement that makes final determination as to reimbursement eligibility. If a person disputes in writing the decision of the CEO within ten days of notification specifying the reason for the dispute, the Board 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 Rates, Fees and Other Charges and the reimbursement amount shall be collected by the District. The District will remit to the person the reimbursement amount collected by June 30 of each year for reimbursement of charges collected since the previous July 1st.

### 20.0 TERMINATION OF WATER SERVICE

#### 20.1 Termination at Request of User

When a User notifies the District that the User wishes service discontinued, the District will read the meter and issue a bill including applicable charges for termination.

#### 20.2 Termination of Service by District: Water Service

Water Service shall be subject to termination upon the occurrence of:

A. Non-payment of charges established within the District’s adopted Rates, Fees and Other Charges.

B. Non-compliance with these 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 terminate **Water Service**.

D. Threat to health, safety or welfare determined at the sole discretion of the District. Under these conditions, termination may be immediate and without notice.

20.3 Notice of the District’s intent to terminate service shall be sufficient if given by any 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

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. 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.

20.4 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.

### 21.0 STANDBY FIRE PROTECTION SERVICE CONNECTIONS

21.1 Standby fire protection systems connected to a Fire Service Line shall be installed in accordance with applicable District regulations and District Standards. The User shall make adequate provision to prevent the use of water from such systems for purposes other than fire extinguishing or fire system testing.

21.2 Charges for the Fire Service Line shall be according to the District’s Rates, Fees & Charges.

21.3 The User shall pay the cost of installing the Fire Service Line, including the cost of Water Mains and related improvements in compliance with applicable District Rates, Fees and Other Charges and System Development Charges.
21.4 All water provided by the District through a Fire Service Line shall be provided subject to the supply and pressure existing in the water distribution system. The District shall not be responsible for loss or damage resulting from lack of water supply or water pressure.

21.5 If water is used from a Fire Service Line in violation of these Rules and Regulations, the User shall pay for the water based on an estimate of the amount used as determined by the District’s Rates, Fees and Other Charges. Any unauthorized use during a subsequent billing period within 12 months of a prior notification of unauthorized use, shall be subject to the schedule of fines and penalties as established by the District’s Rates, Fees and Other Charges.

Following the third occurrence of unauthorized fire line use, within 12 months of a prior notification, the User is subject to Final Remedies as determined by the CEO, plus estimated water usage billed at the Block 1 rate. CEO shall determine Final Remedy on a case-by-case basis and may include one or more of the following:

A. A Fine of $5000 for the unauthorized use; or

B. A Civil Penalty of $500 per day (Section 26); or

C. A System Development Charge may be assessed on the service. The District shall determine the amount of the System Development Charge. The CEO may thereafter treat the fire line as a standard service connection subject to all applicable provisions of these Rules and Regulations; or

D. Termination of Water Service (Section 20.2); or

E. Such other actions as the CEO determines appropriate under the circumstances.

21.6 CEO may waive or postpone invoking a final remedy, as described above, for Customers that work in good faith with the District to resolve illegal fire line use issues in a timely manner, as determined by the CEO.

21.7 The District is not responsible for Fire Service Lines.
22.0 USE OF FIRE HYDRANTS

22.1 No person except those authorized by the District shall operate, or attempt to operate, any fire hydrant.

22.2 The District may authorize use of a fire hydrant for a temporary water supply. The User shall pay all Rates, Fees & Charges for such service and shall conform to District permit requirement for hydrant use including but not limited to compliance with applicable backflow prevention requirements.

22.3 Users requesting flow testing of fire hydrants shall pay appropriate Rates, Fees & Charges.

22.4 Unless otherwise approved by the CEO, 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.

22.5 Privately owned fire hydrants are to be used only for fire emergencies or other uses specifically authorized by the District.

22.6 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 three 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 three feet. Owners shall be responsible for pruning or removing landscaping or other obstructions that restrict access to or visibility of a fire hydrant.

22.7 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 three foot radius of the hydrant without approval of the District.

22.8 The District designates hydrant paint color. No change in hydrant color is allowed unless specifically authorized by the District.
22.9 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.

23.0 OPERATION OF SYSTEM

Unless authorized by the District, no person shall operate any portion of the District’s System.

24.0 SERVICE OUTSIDE THE DISTRICT

24.1 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, safety, or other emergency hazard.

24.2 Service to other water providers and to User’s 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.

24.3 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 unless otherwise established by agreement.

25.0 MISCELLANEOUS

25.1 Severability: If any portion of these Rules and Regulations is found invalid by a court of competent jurisdiction, the remaining sections of these Rules and Regulations shall be unaffected thereby.

25.2 Fees: The District may adopt fees and charges by Resolution as it deems appropriate for services provided under these Rules and Regulations.

25.3 District Approval: Unless otherwise specified, when District approval and/or authorization is required by these Rules and Regulations, approval shall be in writing and by the CEO.
26.0 VIOLATIONS AND REMEDIES

26.1 Violation of these Rules and Regulations is punishable by a civil penalty of $500 per day for each day of violation unless these Rules and Regulations provide for a larger amount, at the discretion of the CEO. Each day of violation shall be a separate 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 these Rules and Regulations.

A. Notice of violation shall be given to the User by first class US mail to the User’s address as shown on the District’s records.

B. The notice shall specify the violation and the date the civil penalty will commence to accrue which shall be a date not less than 10 days from the date of the notice and also the daily accrual of civil penalty until remedied.

C. The assessment of civil penalty shall provide that the penalty shall be final on the date stated unless the User requests a hearing in writing delivered to the District within 10 days of the notice.

D. If a hearing is requested, the CEO will set a schedule for submission of written documents or other relevant evidence and a time for hearing.

E. The CEO will make a decision within 30 days of the close of the hearing. The CEO may:

i. Deny the appeal and affirm the assessment of the civil penalty; or

ii. Affirm the appeal and remove the civil penalty assessment; or

iii. Make such other decision equitable under the circumstances.

F. The CEO’s decision may be reviewed by writ of review in the Circuit Court of the State of Oregon for Washington County if the Petition for Writ is filed within 30 days of the decision.

G. The District may pursue any other remedy at law or in equity in addition to this Civil Penalty process.
26.2 If a violation of these Rules and Regulations exists and the District takes action to remedy the violation then the User shall be responsible for all costs incurred.

26.3 Any person aggrieved by a ruling or interpretation of the provisions of this ordinance may submit a written appeal to the CEO within 15 days of the decision. 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.

26.4 The CEO shall study the matter, hear testimony and provide for additional written argument if necessary, and issue a written decision to the appellant affirming, denying or modifying the interpretation or ruling.

26.5 If the appellant considers that their grievance has not been handled satisfactorily, they may apply to the Board 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.

26.6 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 34.010 to 34.100.

27.0 REVISION AND MODIFICATION OF THESE RULES, REGULATIONS AND CHARGES

Only the Board may amend these Rules and Regulations. For these Rules and Regulations, the District may adopt implementing policies.

28.0 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 judgment shall not affect, impair, or invalidate the remainder of these Rules and Regulations.