



**TUALATIN VALLEY**  
WATER DISTRICT

## TVWD BOARD OF COMMISSIONERS

President Todd Sanders, PhD | Vice President Carl Fisher

Secretary Jim Doane, PE | Treasurer Elliot Lisac | Acting Secretary Elliot Lisac

# Board Meeting Agenda

August 16, 2023

**REGULAR SESSION – 6:00 PM – TVWD HEADQUARTERS**

### CALL TO ORDER

#### 1. PUBLIC HEARINGS

- A. Consider adopting a Resolution establishing water rates and other service charges for the Tualatin Valley Water District with an effective date of November 1, 2023. *Staff Report – Paul Matthews, Chief Financial Officer*
- B. Consider the second reading and adoption of Ordinance 01-23, An Ordinance amending and restating rules and regulations section 7.0 leak adjustment policy. *Staff Report – Andrew Carlstrom, Customer Service Manager*

### REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF

### COMMISSIONER COMMUNICATIONS

- A. Reports of meetings attended
- B. Topics to be raised by the Commissioners

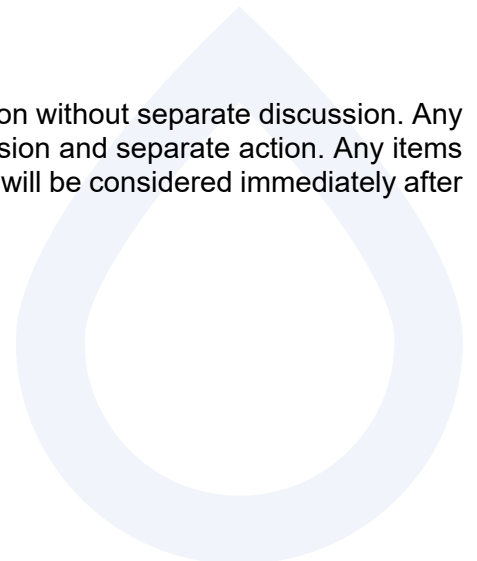
### PUBLIC COMMENT

This time is set aside for persons wishing to address the Board on items on the Consent Agenda and matters not on the agenda. Additional public comment will be invited on agenda items as they are presented. Each person is limited to five minutes, unless an extension is granted by the Board. Should three or more people testify on the same topic, each person will be limited to three minutes.

#### 2. CONSENT AGENDA

These items are considered to be routine and may be approved in one motion without separate discussion. Any Board members may request that an item be removed by motion for discussion and separate action. Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Board has approved those items which do not require discussion.

- A. Approve the July 19, 2023, regular meeting minutes.
- B. Approve the August 1, 2023, work session meeting minutes.
- C. Approve the August 1, 2023, special meeting minutes



### 3. INFORMATIONAL PRESENTATION

A. TVWD facility naming policy. *Staff Report – Kylie Bayer, Director of Human Resources*

#### ADJOURNMENT

If you wish to attend this meeting remotely or in person, please email [sam.kaufmann@tvwd.org](mailto:sam.kaufmann@tvwd.org) or call 503-848-3094 by 4:30 p.m. by August 16, 2023.

The meeting is accessible to persons with disabilities and those who need qualified bilingual interpreters. A request for an interpreter for the hearing impaired, a bilingual interpreter or for other accommodations should be made at least 72 hours before the meeting to the contact listed above.

For online meeting information, Commissioner bios and more, visit [tvwd.org](http://tvwd.org).





# TUALATIN VALLEY

## WATER DISTRICT

**Date:** August 16, 2023  
**To:** Board of Commissioners  
**From:** Paul L. Matthews, Chief Financial Officer  
**Subject:** Resolution Establishing Water Rates and Other Service Charges

### **Requested Board Action:**

Consider adopting a resolution establishing water rates and other service charges for the Tualatin Valley Water District with an effective date of November 1, 2023.

### **Key Concepts:**

- At its July 19, 2023, regular meeting, the Board adopted Resolution 11-23 which approved the District's *2023-2025 Financial Plan (Financial Plan)*.
- The *Financial Plan* includes planned increases in water rates to fund the District's capital and operating expenditures.
- At its July 19, 2023, regular meeting, the Board also adopted Resolution 12-23 which established the rate-setting process to implement the revenue adjustments necessary for the approved *Financial Plan*.
- By Resolution 12-23, the Board directed staff to undertake a public outreach process to provide the public with an opportunity to learn more about the District's rate proposals and provide public comment for the Board's consideration.
- At the July 19, 2023, regular meeting, staff also presented a proposal to adjust water rates to produce the revenues required by the approved *Financial Plan*.
- The District notified customers as required by Oregon law of the Board's intention to consider water rates at a public hearing to be held during the August 16, 2023, regular meeting.

### **Background:**

The proposed resolution sets the District's water rates and other charges for the 2023-25 biennium. The proposed resolution includes two sets of rates – the first effective November 1, 2023 and the second effective November 1, 2024. This resolution does not affect the District's system development charges.

At the Board's July 19, 2023, regular meeting, staff presented a review of the District's financial status, an overview of the revenue assumptions in the District's approved *Financial Plan*, and a proposal to adjust water rates accordingly. Based on the direction of the Board, staff has prepared the attached proposed rate resolution.

The proposed rate adjustments include changes to both the volume charges and the fixed charges. The proposed volume charges are:

Volumetric Rates (\$/CCF)	Current	Proposed	
		Nov 2023	Nov 2024
Block 1	\$7.03	\$8.58	\$10.08
Block 2	\$10.02	\$12.22	\$14.36

There are no changes proposed for the block thresholds under which the block rates apply. For single-family residential customers, consumption of 28 hundred cubic feet (CCF) or less of water per bimonthly period is charged at the lower block 1 rate. Consumption exceeding 28 CCF during a bimonthly period is charged at the higher block 2 rate. The block rates are designed to charge customers in proportion to the cost of serving them. Customers with lower peak demands will have lower water bills than customers with higher peak demands. This rate design is consistent with the Board’s policy that rates should reflect the cost of serving customers.

For customers other than single-family residential, the block 1 rates apply to all water billed at or below 140% of the customer’s 12-month average consumption. Consumption exceeding 140% of a customer’s 12-month average consumption is charged at the higher block 2 rate. As with single-family residential customers, this rate design is consistent with the Board’s policy that rates should reflect the cost of serving customers.

The proposed fixed charges vary by meter size and are:

Meter Size	Current	Proposed	
		Nov 2023	Nov 2024
5/8 Inch	\$21.25	\$25.93	\$30.47
3/4 Inch	23.41	28.56	33.56
1 Inch	28.85	35.20	41.36
1.5 Inch	38.77	47.30	55.58
2 Inch	57.18	69.76	81.97
3 Inch	159.22	194.25	228.24
4 Inch	213.34	260.27	305.82
6 Inch	343.82	419.46	492.87

For the typical single-family residential customer, the proposed rate adjustment would increase their water bill of \$15.53 per month beginning November 1, 2023 and \$15.04 per month beginning November 1, 2024.

Typical Single-Family Residential Bill			
5/8-Inch Meter	Current	Nov 2023	Nov 2024
Fixed Charge	\$21.25	\$25.93	\$30.47
Volume Charge	\$49.21	\$60.06	\$70.56
Total	\$70.46	\$85.99	\$101.03
Monthly Increase		\$15.53	\$15.04

This calculation of the increase is based on a typical customer with a 5/8-inch meter using 7 CCF per month. About 95% of the District’s residential customers have a 5/8-inch meter. The estimate of the typical bill is presented as a monthly amount to be consistent with other utility bills customers typically receive. Most of the District’s customers are, however, billed bimonthly. The actual bill impact on individual customers, both residential and all non-residential, will vary based on water volume usage and meter size.

Staff also analyzed the bill impacts for customers using more than the typical single-family residential customer. For single-family residential customers with consumption of 12 CCF per month (i.e., 24 CCF in a

bimonthly billing period), their bill would increase by \$23.28 per month beginning November 1, 2023 and \$22.54 per month beginning November 1, 2024.

Above Average Single-Family Residential Bill			
5/8-Inch Meter	Current	Nov 2023	Nov 2024
Fixed Charge	\$21.25	\$25.93	\$30.47
Volume Charge	\$84.36	\$102.96	\$120.96
Total	\$105.61	\$128.89	\$151.43
Monthly Increase		\$23.28	\$22.54

Similar, for those single-family residential customers with high consumption of 28 CCF per month (56 CCF in a bimonthly billing period), their bill would increase by \$57.18 per month beginning November 1, 2023 and \$55.50 per month beginning November 1, 2024.

High-Use Single-Family Residential Bill			
5/8-Inch Meter	Current	Nov 2023	Nov 2024
Fixed Charge	\$21.25	\$25.93	\$30.47
Volume Charge	\$238.70	\$291.20	\$342.16
Total	\$259.95	\$317.13	\$372.63
Monthly Increase		\$57.18	\$55.50

Staff also conducted a cost-of-service analysis of the District's other fees and charges and proposes minor adjustments to some of them. These proposed adjustments will maintain the Board's policy on cost of service and largely offset the effects of inflation. Although the proposed changes in other fees are minor, the following proposed changes may interest the Board:

1. Establish a new fee for replacing bulk water permit placard. The District is proposing adding a new fee for holders of bulk water permits that lose their placards. The estimated cost of staff time to manage and replace a bulk water permit placard is \$50 per placard.
2. Add costs for traffic-rated meter box installation. Some meter boxes are installed in driveways that require a traffic-rated meter box. These traffic-rated meter boxes cost more than the standard meter box. The District proposes to recover this additional material costs through an additional charge. Although the cost of a traffic-rated meter box varies by size, the additional costs for the most common size of traffic-rated meter box is approximately \$155 per meter box. The larger, less frequently required traffic-rated meter box is estimated to cost an additional \$180 per meter box.
3. Eliminate the deposit for usage of meter key. The District proposes discontinuing the practice of loaning meter keys to customers who wish to turn on and/or off their water meters. The District prefers customers to contact the District for this service. Additionally, consumer-grade meter keys are generally available at relatively low costs at local hardware and building supply stores. The current deposit for usage of a District meter key is \$25.
4. Eliminate the refund for service installs under certain circumstances. The District proposes to eliminate the practice of providing rebates to subdivisions where the District installs the services before other utilities. In practice, the District has found that the cost savings is difficult to justify the rebates. Also, coordinating the installations of services with other utilities is difficult and often unsuccessful. The District finds that the administrative burden of managing the rebate process does not justify its existence. The District currently provides a rebate of \$220 per service line if the District can install the service line before other utilities are brought to the property.

5. Add costs to developers when operators need multiple site visits to install a water meter. The District proposes adding a charge of \$140 for each return visit that occurs if staff is unable to install the water meter due to access issues, damage to the service, or damage to the meter box that must be repaired by the customer. In these instances, staff must return after being requested to install the meter at an additional cost to the District.
6. Clarify meter fees for meters larger than 2-inches. The District's current practice for charging meter installations for meters larger than 2-inches includes collecting a deposit and providing a final invoice based on actual costs. This practice requires the District to issue refunds or invoices for an additional charge. In practice, the costs of meter installations do not vary significantly among meter installations of the same size. This proposed revision to the District's fee schedule eliminates the District's current practice of collecting a deposit for large meter installations and replaces that practice with flat charges that varies based on the size of the meter.
7. Update various footnotes and language to increase clarity. To eliminate ambiguity, the District has proposed updates to various footnotes and language in Exhibit B of the proposed resolution. These updates do not alter the services or costs of services provided by the District. Rather, the proposed updates are designed to eliminate confusion for customers.

Consistent with the Board's direction in Resolution 12-23, staff also engaged in a customer outreach strategy. This strategy includes conducting a series of two virtual open houses and one in-person open house where staff were/will be available to answer questions from customers about the proposed increases in water rates. One of the virtual open houses occurred on August 2, 2023, starting at 12:00 noon. The in-person open house was conducted on August 5, 2023, starting at 9:00 am. The final virtual open house is scheduled for Thursday, August 17, 2023 starting at 6:00 pm. In addition to the open houses, staff have also posted information about the District's rate process on the District's website.

This agenda item includes a public hearing which will provide the public an opportunity to address the Board directly on the proposed increases in water rates. In addition to the comments received during the public hearing, comments received from the public before 4:00 pm on August 24, 2023, will be included in the public record and made available to the Board before its regular meeting in September. This will allow the Board to consider the entire public record before acting at its September 20, 2023, regular meeting.

**Budget Impact:**

The costs of conducting the water rate-setting process were included in the District's Adopted 2023-25 Biennial Budget. The water rates in the proposed resolution are estimated to generate revenue consistent with the District's approved *Financial Plan*, six-year capital improvement plan and Adopted 2023-25 Biennial Budget.

**Staff Contact Information:**

Paul L. Matthews; Chief Financial Officer; 503-848-3017; [paul.matthews@tvwd.org](mailto:paul.matthews@tvwd.org)

Joe Healy; Senior Management Analyst; 503-848-3085; [joe.healy@tvwd.org](mailto:joe.healy@tvwd.org)

**Attachments:**

Proposed Resolution 14-23

**Leadership Team Initials:**



Chief Executive Officer	RH	Customer Service Manager	AC
Chief Operating Officer	PDB	IT Services Director	TB
Chief Financial Officer	Pon	Human Resources Director	N/A
General Counsel	N/A	Water Supply Program Director	JD





**TUALATIN VALLEY**  
WATER DISTRICT

## RESOLUTION NO. 14-23

A RESOLUTION ESTABLISHING WATER RATES AND OTHER CHARGES FOR THE TUALATIN VALLEY WATER DISTRICT WITH AN EFFECTIVE DATE OF NOVEMBER 1, 2023.

WHEREAS, the Board of Commissioners (Board) of the Tualatin Valley Water District (District) adopted Resolution 11-23 on July 19, 2023, approving the District's 2023-2025 Financial Plan (Financial Plan); and; and

WHEREAS, the District's Financial Plan includes planned increases in water rates to fund the District's capital investment and operating expenditures; and

WHEREAS, a public hearing was held by the Board of Commissioners of the Tualatin Valley Water District on August 16, 2023, to consider increases in water rates to fund District operations, the purchase of water, and capital improvements; and

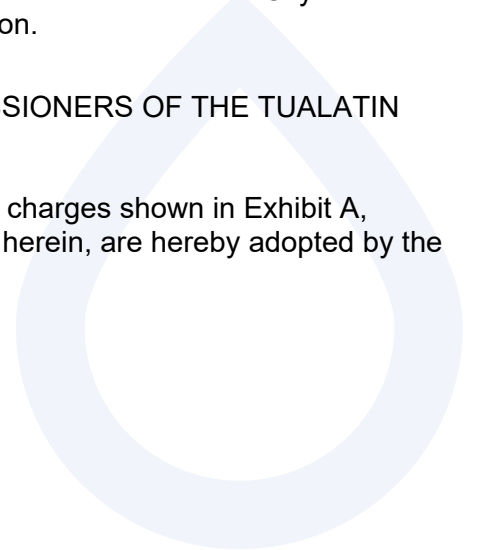
WHEREAS, notice of the public hearing and its purpose was provided by mailing a notice of the hearing to the customers of the District in accordance with the requirement of Oregon Revised Statutes (ORS) 264.312; and

WHEREAS, based on the recommendations of the administrative staff of the District and the testimony heard, received, and considered by the Board from the public hearing, the Board of Commissioners finds that:

1. It is necessary to adopt fixed and volume rates for water services provided by the District to fund the costs of operating the District, fund necessary capital improvements, and support the development of new water supplies; and,
2. The Financial Plan identifies current and future resources needed to continue implementation of the Willamette Water Supply System, and construct improvements to the District's water system infrastructure for seismic and system reliability purposes; and,
3. The District purchases its water supply for distribution within the District from the City of Portland, Oregon, and, as a partner, from the Joint Water Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TUALATIN VALLEY WATER DISTRICT THAT:

Section 1: This resolution is effective November 1, 2023. The rates and charges shown in Exhibit A, Exhibit B, and Exhibit C attached hereto and by this reference incorporated herein, are hereby adopted by the District.





Section 2: The District shall make a copy of this resolution available to the public at the office of the District and through other media.

Approved and adopted at a regular meeting held on the 20<sup>th</sup> day of September 2023.

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Todd Sanders, President

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Jim Doane, Secretary



**TUALATIN VALLEY WATER DISTRICT  
EXHIBIT A - WATER RATES**

<u>VOLUME WATER CHARGE:</u>		<u>Effective 11/1/2023</u>	<u>Effective 11/1/2024</u>
<u>CLASS CODE 1</u>	<u>RESIDENTIAL</u>		
BLOCK 1	0-28 CCF (PER BI-MONTHLY BILLING PERIOD)	\$8.58	\$10.08
BLOCK 2	29 + (PER BI-MONTHLY BILLING PERIOD)	\$12.22	\$14.36
<u>CLASS CODE 2</u>	<u>MULTI-FAMILY</u>		
BLOCK 1	UP TO 1.4 TIMES 12-MONTH MOVING AVERAGE	\$8.58	\$10.08
BLOCK 2	OVER 1.4 TIMES 12-MONTH MOVING AVERAGE	\$12.22	\$14.36
<u>CLASS CODE 3</u>	<u>COMMERCIAL NON-PRODUCT</u>		
BLOCK 1	UP TO 1.4 TIMES 12-MONTH MOVING AVERAGE	\$8.58	\$10.08
BLOCK 2	OVER 1.4 TIMES 12-MONTH MOVING AVERAGE	\$12.22	\$14.36
<u>CLASS CODE 4</u>	<u>PRODUCTION PROCESSES</u>		
BLOCK 1	UP TO 1.4 TIMES 12-MONTH MOVING AVERAGE	\$8.58	\$10.08
BLOCK 2	OVER 1.4 TIMES 12-MONTH MOVING AVERAGE	\$12.22	\$14.36
<u>CLASS CODE 5</u>	<u>FIRELINE</u>		
BLOCK 1	ALL CONSUMPTION	\$8.58	\$10.08
<u>CLASS CODE 6</u>	<u>IRRIGATION</u>		
BLOCK 1	UP TO 1.4 TIMES 12-MONTH MOVING AVERAGE	\$8.58	\$10.08
BLOCK 2	OVER 1.4 TIMES 12-MONTH MOVING AVERAGE	\$12.22	\$14.36
<u>CLASS CODE 7</u>	<u>TEMPORARY IRRIGATION</u>		
BLOCK 1	UP TO 1.4 TIMES 12-MONTH MOVING AVERAGE	\$8.58	\$10.08
BLOCK 2	OVER 1.4 TIMES 12-MONTH MOVING AVERAGE	\$12.22	\$14.36
<u>CLASS CODE 8</u>	<u>LOCAL GOVERNMENT WATER PURVEYORS</u>		
	Volume charges shall be at contractual rates.		

<u>FIXED CHARGES (FOR ALL CLASS CODES):</u>		<u>Effective 11/1/2023</u>		<u>Effective 11/1/2024</u>	
<u>METER SIZE OR EQUIVALENT SERVICE SIZE</u>		<u>MONTHLY</u>	<u>BI- MONTHLY</u>	<u>MONTHLY</u>	<u>BI- MONTHLY</u>
5/8"		\$ 25.93	\$ 51.86	\$ 30.47	\$ 60.94
3/4"		\$ 28.56	\$ 57.12	\$ 33.56	\$ 67.12
1"		\$ 35.20	\$ 70.40	\$ 41.36	\$ 82.72
1 1/2"		\$ 47.30	\$ 94.60	\$ 55.58	\$ 111.16
2"		\$ 69.76	\$ 139.52	\$ 81.97	\$ 163.94
3"		\$ 194.25	\$ 388.50	\$ 228.24	\$ 456.48
4"		\$ 260.27	\$ 520.54	\$ 305.82	\$ 611.64
6"		\$ 419.46	\$ 838.92	\$ 492.87	\$ 985.74
8"		\$ 605.89	\$ 1,211.78	\$ 711.92	\$ 1,423.84
10"		\$ 996.53	\$ 1,993.06	\$ 1,170.92	\$ 2,341.84

Note: If snowbird customers do not request a service turn-on from the District and there has been movement on the meter, the District will apply fixed charges for the entire 2-month billing cycle.

Private fire services are charged at the service size as determined by the nominal size of the backflow prevention assembly unless otherwise established by the District's Chief Operating Officer based on engineering equivalence. For service sizes not listed above, the next larger service size will be used.



TUALATIN VALLEY WATER DISTRICT  
EXHIBIT B - OTHER SERVICES CHARGES & PENALTIES

Proposed  
11/1/2023

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1. Water Service on or off at customer's or owner's request	
a. First call -- during office hours, Monday through Friday except for snowbird turn off.	N/C
b. Leaks or emergencies beyond customer control -- during office hours or after hours or weekends	N/C
c. Service on and off, second call during office hours	\$110
d. Service on and off, second call after hours (an additional)	\$90
e. All snowbird turn offs	\$105
2. Water Service on and off for non-payment	
a. Service on and off, during office hours, Monday through Friday	\$110
b. After hours or weekend service on and off (an additional)	\$90
c. Broken promise turn off	\$110
3. Additional charges, if necessary, to enforce payment of bill or charges	
a. Removal of meter	\$200
b. Reinstallation of meter	N/C
c. Installation or removal of locking device-first occurrence	\$110
d. Installation or removal of locking device-second occurrence	\$125
e. Installation or removal of locking device-third occurrence	\$240
	& meter pulled
f. Repair of breakage/damage to locking mechanism (curb stops, etc.)	Time & Materials
g. Service off water at main or reinstating service	Time & Materials
h. Check returned by bank for non-payment (NSF)	\$37
i. Meter tampering and/or using water without authority	\$60
j. Charge for incorrect financial institution account information	
First two times no charge. Charge per incident, third time and above.	\$25
4. Decreasing or increasing size of meter	Time & Materials
	(plus any applicable system development charges)
5. Testing water meters at customer's or owner's request	
a. Testing on premises (5/8" – 3/4" – 1")	\$195
b. Removal of meter for testing (5/8" – 3/4" – 1")	\$420
c. Testing of meters larger than 1"	Time & Materials
6. Removal of meter during construction	
a. Removal of meter	\$200
b. Loss of meter (see Meter & Service Installation Charges)	Based on Meter Size

TUALATIN VALLEY WATER DISTRICT  
EXHIBIT B - OTHER SERVICES CHARGES & PENALTIES

Proposed  
11/1/2023

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7. Fire hydrant fees		Time & Materials
a. Repair of breakage/damage		
12-month fire hydrant permits -- mandatory for fire hydrant usage:		
b. Hydrant permit (tanks ≤500 gallons)		\$235
c. Hydrant permit (tanks 501-1499 gallons)		\$685
d. Hydrant permit (tanks 1500-2999 gallons)		\$1,230
e. Hydrant permit (tanks ≥3000 gallons)		\$2,420
f. Off-site tank inspection (does not include permit)		\$105
g. Lost placard replacement		\$50
Hydrant meter fees:		
h. Administrative Fee		\$555
i. Daily Fee for 1-inch meter		\$0.10
j. Daily Fee for 2-inch meter		\$0.20
k. Daily Fee for 3-inch meter		\$1.20
l. Hydrant meter deposit (refundable less damages):		
1-inch		\$500
2-inch		\$1,000
3-inch		\$2,000
Fire hydrant fees for Clean Water Services:		
m. 12-month fire hydrant permit (plus water usage billed at current Block 1 rate)		\$135
8. Backflow prevention device testing		
Device testing		
a. Initial test fee per device		\$110
b. All subsequent tests are the responsibility of the owner -- to be done annually by a State Certified Backflow Tester of their choice		
Gold plan		
Annual fee per device dependent on customer agreement to have the District schedule & perform required annual test. Test performed by District contractor & includes \$50 annually in minor repairs to existing device to achieve passing test.		\$35
Enforcement fee		
Annual fee per device. Applies if customer hasn't completed annual test by required date and is scheduled for shutoff. Test performed by District contractor in lieu of shutoff. Fee does not include cost of repairs that may be required.		\$65
Service on and off for non-compliance of annual testing and reporting.		
a. Service on and off, during office hours, Monday through Friday		\$110
b. After hours or weekend service on and off (an additional)		\$90

TUALATIN VALLEY WATER DISTRICT  
EXHIBIT B - OTHER SERVICES CHARGES & PENALTIES

Proposed  
11/1/2023

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9.	Flow testing of fire hydrants	
	a. Request for flow test, we have existing information within last 3 years, and no significant changes have occurred.	\$35
	b. No existing fire flow information. Modeled fire flow is ok.	\$110
	c. No existing information. Full test is requested.	\$615
	d. Extended pressure test (if requested as part of full flow test).	\$755
	e. Extended pressure test without an additional flow test.	\$510
10.	Plan review & inspection services fees	
	Plan Review Fees [1]	
	a. Residential subdivision 1-10 lots	\$435
	b. Residential subdivision 11-50 lots	\$910
	c. Residential subdivision 51-100 lots	\$1,140
	d. Residential subdivision more than 100 lots	\$1,330
	e. Commercial development, service line smaller than 2", and no vault	\$720
	f. Commercial development, service line 2" or larger, with vault(s)	\$1,585
	Inspection Fees [1][2]	
	g. Residential subdivision 1-10 lots	\$3,160
	h. Residential subdivision 11-50 lots	\$5,075
	i. Residential subdivision 51-100 lots	\$6,660
	j. Residential subdivision more than 100 lots	\$10,485
	k. Commercial development, service line smaller than 2", and no vault	\$640
	l. Commercial development, service line 2" or larger, with vault(s)	\$7,040
	Miscellaneous Fees	
	m. Plan Resubmittal Fee [3]	\$165
	n. Performance Bond Admin Fee [4]	\$490
	o. Additional Sampling Fee [5]	\$530
	p. Reinspection Fee [6]	\$205

[1] The plan review fee and inspection fee may be paid as each service is required. They are not required to be paid at the same time.

[2] When developments are constructed in phases, inspection fees will be assessed for each phase of the development.

[3] Applies when the time between the final plan review approval and the pre-construction meeting exceeds 6 months, or when a plan requires more than 3 resubmittals (a total of 4 reviews).

[4] Applies when the Developer requests to have water meter(s) installed prior to acceptance by the District of all public waterline construction identified on the approved plans.

[5] Applies to each additional round of sampling (includes initial and follow-up samples) required when either the initial or follow-up sample(s) fails.

[6] Applies when a final inspection is requested, and one or more punch list items are not complete. Payment of the reinspection fee is required before additional inspections can be requested.

TUALATIN VALLEY WATER DISTRICT  
EXHIBIT B - OTHER SERVICES CHARGES & PENALTIES

Proposed  
11/1/2023

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11. SDC finance contract and recording fee	\$530
12. Temporary irrigation meter	\$2,750
13. Public records request fees	
a. Staff time - no cost for first half hour of staff time (rate per hour)	\$35
b. Staff time to transcribe a recording (rate per hour)	\$35
c. Attorney time for reviewing and redacting records (billed in tenths of an hour)	Actual cost
d. Certified copy service (rate per certification)	\$5
Photocopies:	
e. Black and white - 8 1/2" x 11" (price per sheet of paper)	\$0.02
f. Black and white - 8 1/2" x 14" and larger (price per sheet of paper)	\$0.05
g. Color - 8 1/2" x 11" (price per page)	\$0.05
h. Color - 8 1/2" x 14" and larger (price per page)	\$0.15
i. Data media (e.g., CD or DVD)	Actual cost
j. Mailing and postage supplies	Actual cost

Other billing charges

Any other services performed by District personnel for which there is not a fee specified in this Resolution shall be charged at the employee's salary plus the cost of other personnel expenses for the actual time spent on the service (minimum 0.25 hours); plus the cost for materials and District equipment used including overhead rates and any deposits required by the District.

Carrying charges

Bills issued by TVWD which remain unpaid for over thirty (30) days may be subject to a carrying charge at a rate of 9% per year on the unpaid balance.

Fee Waivers

The Chief Executive Officer (CEO) or designee may waive all or a portion of the Other Service Charges & Penalties in Exhibit B if the CEO or designee determines that it is in the equitable and best interest of the District considering the particular circumstances involved in each case.

TUALATIN VALLEY WATER DISTRICT  
EXHIBIT B - METER AND SERVICE INSTALLATION CHARGES

Proposed  
11/1/2023

Meter and Service Installation Charges By Meter Size

Meter Size	Service Installs [1]		Meter Fees		Traffic-rated Meter Box [5]		
	Dig-Ins [2]	Subdivisions [3]	Standard	Return Visit [4]			
5/8" } 3/4" } 1" Service 1" } Line 1-1/2"	\$2,755	\$1,105	\$360	\$140	\$155		
2"			\$385	\$140	\$155		
3"			\$450	\$140	\$155		
4"			\$3,435	\$3,435	\$670	\$140	\$180
5"			\$3,435	\$3,435	\$820	\$140	\$180
6"	N/A	N/A	\$5,725	N/A	N/A		
8"			\$7,445				
10"			\$11,455				
12"			\$13,745				
14"			\$22,910				

- [1] Per District water system standards all meters up to 1" in size require a 1" service line.
- [2] Dig-ins are defined as a service tap in an existing main in an existing street.
- [3] Subdivisions are defined as undeveloped streets where mains will be installed.
- [4] Additional fee for each return visit if more than one trip is required to install meter.
- [5] Where a traffic-rated meter box is required, additional fee applies.





TUALATIN VALLEY WATER DISTRICT  
EXHIBIT C - CIVIL PENALTIES AND FINES

Proposed  
11/1/2023

- |  |   |
|--|---|
| 1. Illegal use of water  | \$150   |
|  | (plus water usage billed at current rates)                        |
| 2. Illegal use of fire line  |   |
| a. First occurrence  | N/C   |
| b. Second occurrence (plus estimated water usage billed at Block 1 rate)   | \$150   |
| c. Third occurrence (plus estimated water usage billed at Block 1 rate)  | \$1,000   |
| d. All subsequent occurrences subject to final remedies determined by CEO or designee on a case-by-case basis per District Rules and Regulations (plus estimated water usage billed at Block 1 rate) |   |
| 3. Illegal use of fire hydrants  |   |
| a. Penalty for unauthorized hydrant use (within a 12-month period):  |   |
| First offense  | \$1,000   |
| Second offense   | \$2,000   |
| Third offense  | \$4,000   |
| b. Penalty for using non-approved tank or creating unprotected cross connection within a 12-month period (expired permit, uninspected tank, or other potential health hazard)                        | \$2,000   |
| 4. System tampering penalties for unauthorized alteration or manipulation of TVWD system   |   |
| a. Alteration or manipulation without causing impacts to customers   | \$5,000 per occurrence<br>(plus reimbursement of staff response)  |
| b. Alteration or manipulation which causes impacts to customers (reduced pressure, loss of pressure, etc.)   | \$10,000 per occurrence<br>(plus reimbursement of staff response) |
| c. Additional infractions  | Base fee listed above + \$10,000                                  |

Penalty and Fine Waivers

The Chief Executive Officer (CEO) or designee may waive all or a portion of the Penalties in Exhibit C if the CEO or designee determines that it is in the equitable and best interest of the District considering the particular circumstances involved in each case.



# TUALATIN VALLEY

WATER DISTRICT

**Date:** August 16, 2023  
**To:** Board of Commissioners  
**From:** Andrew Carlstrom, Customer Service Manager  
**Subject:** Amendment to TVWD Rules and Regulations – Water Loss Adjustment Policy

## **Requested Board Action:**

Consider amendments to TVWD Rules and Regulations, Section 7, to address recommended changes in the Water Loss Adjustment Policy. Adopt Ordinance 01-23 following second public hearing and reading by title only.

## **Key Concepts:**

- The District's existing Water Loss Adjustment Policy provides guidelines for District customers' application for adjustments to their water bills in circumstances of water leaks as well as unexplained water loss.
- Staff recommends that the calculation methodology in the Water Loss Adjustment Policy be updated to reflect the variable unit cost of water for the excess consumption in circumstances of water loss.
- The variable unit costs will be updated annually.
- This is the second public hearing. Following the hearing, the Board can make a motion to adopt Ordinance 01-23 and read by title.
- This is an emergency ordinance so it will be effective upon passage.

## **Background:**

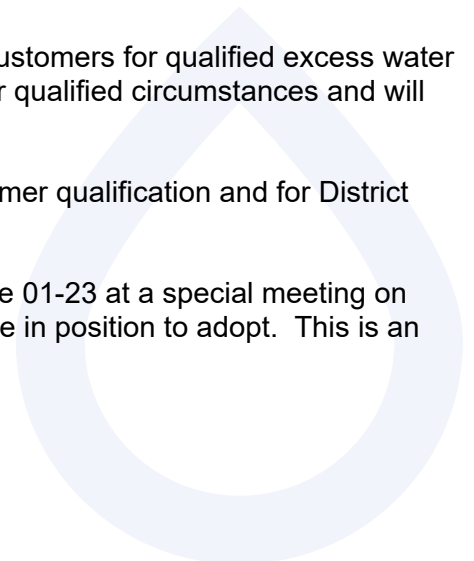
The intent of this proposed policy change is to align excess water consumption charges to customers, in circumstances of leaks and unknown cause, with the actual variable unit cost of water.

The proposed change to the Water Loss Adjustment Policy will update the calculation formula, from an adjustment allowance of 50% of excess water use to a formula that simply reflects the variable unit cost of water, a number which will be updated by the District on an annual basis. The variable unit cost of water will include such costs as purchased water, pumping power, chemicals, and other costs that vary with the quantity of water delivered to the District's customers.

The new proposed calculation methodology will result in lower charges to customers for qualified excess water consumption. This methodology will result in lower charges to customers for qualified circumstances and will create more easily understood explanations to customers.

Other provisions in the existing Water Loss Adjustment Policy, i.e. for customer qualification and for District administration, remain unchanged.

The Board conducted the first public hearing and consideration of Ordinance 01-23 at a special meeting on August 1, 2023. Following a public hearing at this meeting, the Board will be in position to adopt. This is an emergency ordinance, effective upon passage.



**Budget Impact:**

The District treats leak adjustments as a material and services expense. As such, there is no anticipated impact on the District’s revenue. The District’s adopted 2023-25 biennial budget includes \$1.57 million for leak adjustments. The impact of the change in this policy is uncertain, but staff believes the District has sufficient budget for leak adjustments. This policy change is not expected to affect the District’s overall financial condition.

**Staff Contact Information:**

Andrew Carlstrom, Customer Service Manager; 503-848-3024; [andrew.carlstrom@tvwd.org](mailto:andrew.carlstrom@tvwd.org)

**Attachments:**

Proposed Ordinance  
Proposed Changes to Rules and Regulations

**Leadership Team Initials:**

Chief Executive Officer	GRH	Customer Service Manager	AC
Chief Operating Officer	N/A	IT Services Director	N/A
Chief Financial Officer	Pon	Human Resources Director	N/A
General Counsel	CS	Water Supply Program Director	N/A



RULES AND REGULATIONS

Revision Date: ~~December 15, 2021~~ August 16, 2023

Adopted By Ordinance No. 01-~~23~~<sup>24</sup>

Under The Authority Of

Oregon Revised Statutes 264.306

TUALATIN VALLEY WATER DISTRICT

1850 SW 170th Avenue

Beaverton, Oregon 97003

(503) 848-3000

[www.tvwd.org](http://www.tvwd.org)

# TUALATIN VALLEY WATER DISTRICT

## RULES AND REGULATIONS

### 1.0 PREFACE

- 1.1 The Tualatin Valley Water District (**TVWD**) is a unit of local government defined by ORS 174.109 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**. 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 **User** 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, fitting or appurtenances beginning at the outlet of the **Meter Assembly** into the premises served, excluding **Fire Service Systems**.
- 2.8 **“Developer”** shall mean any person or entity who has a written agreement with an **Owner** that authorizes the **Developer** to act on behalf of the **Owner** to obtain any permit or approval from the **District** for design and construction of water system improvements to serve **Owner’s** property.
- 2.9 **“District”** shall mean the Tualatin Valley Water District.
- 2.10 **“District Service Line/Service Connection”** shall mean the pipe, valves, stops and fittings from a main to the outlet of the **Meter Assembly**.

- 2.11 **“District Standards”** shall mean the latest revision of the **District’s** Water System Design and Construction Standards.
- 2.12 **“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.
- 2.13 **“Fire Service System”** 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 System** shall be owned and solely maintained, repaired and replaced by the **Owner** from the **District’s** valve where the **Fire Service System** 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.).
- 2.14 **“Meter Assembly”** is defined as meter, meter box and/or vault, valves, tailpiece, bypass, yoke and other appurtenances to which the **User’s System** is connected.
- 2.15 **“Owner”** shall mean and include any person or entity who owns the property or structures served or to be served by the **District**.
- 2.16 **“Rates, Fees and Other Charges”** shall mean the current rates, fees and charges as adopted by the **Board**.
- 2.17 **“Rules and Regulations”** shall mean these **Rules and Regulations** as adopted by ordinance by the **Board**.
- 2.18 **“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**.
- 2.19 **“System Development Charges”** shall mean charges assessed as authorized by Ordinance 01-12 and subsequent revisions.
- 2.20 **“TVWD”** shall mean the Tualatin Valley Water District.
- 2.21 **“User”** shall mean any person, entity, or occupant of the premises receiving **Water Service**.
- 2.22 **“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 System**.
- 2.23 **“Water Main”** shall mean any pipe located in the public right-of-way or within an easement on private property which is owned or maintained by the **District** for the purpose of distributing water to **Users** and servicing fire hydrants.
- 2.24 **“Water Service”** shall mean the delivery of water to the **User**.

2.25 “Water Supply Shortage Plan” shall mean the **District’s** approved **Water Supply Shortage Plan** incorporated by reference.

### 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 The **District** owns the **District’s System** unless otherwise agreed in writing.

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

4.3 No person or entity 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 to conduct operations, maintenance, repair and replacement of the District’s System and consent is granted as a condition of service**. District will endeavor to provide notice reasonable under the circumstances.

### 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**. District will endeavor to provide notice reasonable under the circumstances.

### 6.0 USE OF WATER

6.1 The **District** will furnish water for lawful domestic, household, business, industrial, irrigation, community use and for fire protection purposes as the **District’s 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**.



**1. 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 is obtained.

- 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.
- 6.5 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, in addition to payment of fees, charges and civil penalties adopted by the Board. 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.
- 6.6 **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**.
- 6.7 The **District** allows no waste or unauthorized use 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(s) 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 **User** 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(s) are discovered or reasonably should have been discovered;
  - B. File a request for billing adjustment form within 90 days of the date of the leak repair describing the cause of the water loss, the repair(s) 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 **User** account has occurred by reason of a leak(s) 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) if billed on a bi-monthly basis and no more than six billing periods (six months total) if billed on a monthly basis.
- C. The billing(s) to the **User** shall be adjusted in an amount equal to the ~~of~~ based on the average operational variable unit cost of water applied to the excess water volume. The average operational variable unit cost of water shall be determined by the Chief Financial Officer on an annual basis and include such costs as purchased water, pumping power, chemicals, and other costs that vary with the quantity of water delivered to the District's customers. ~~rate in effect for the loss period multiplied by the adjustment allowance.~~ This adjusted amount shall be included on 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.~~

### ~~7.3~~ Alternative Method for Calculation of Ordinary and Normal Water Usage for Non-Residential Accounts.

- ~~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 billing periods if billed monthly.~~
- ~~D. For the purpose of calculating the water loss adjustment, staff will compare the reestablished 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 (six months total) if billed on a bi-monthly basis and no more than six billing periods (six months total) if billed on a monthly basis.~~

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

7.54 The Water Loss Adjustment Policy may be used in cases of unexplained water loss, fire protection, vandalism, or theft of water beyond the reasonable control of the **Customer**, as determined in the discretion of the **CEO**.

## 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, all in accordance with **District Standards**.

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 per real property parcel (tax lot). Multi-family dwellings or multiple service uses such as office buildings, commercial malls or industrial **Users** will be served via a master meter.

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. If the District relocates the Service Connection, the Owner shall grant access to the District to relocate the Service Connection. 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**.

8.9 The **District** reserves the right to relocate the **District Service Line/Service Connection** within the utility easement as necessary to accommodate water system improvements or street improvements or for other similar activities. By virtue of connecting to the **District's System** the **Customer** authorizes the **District** to reconnect the **District Service Line/Service Connection** to the **Customer Connection** when necessary. District will endeavor to provide reasonable notice under the circumstances.

## 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 solely responsible for maintenance, repair and replacement of the **Customer Service Line** and associated appurtenances.
- 10.5 The **District** is not responsible for **Customer Service Lines**.
- 10.6 Relocation of the meter that causes the customer service line to be relocated or reconnected shall follow the provisions of Section 8.8 and 8.9.

## 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**.

1. **Class Code 1 – Residential** shall consist of **Customer Connections** serving a dwelling unit, whether a shared structure or freestanding, where one District meter serves only one dwelling unit.
2. **Class Code 2 – Residential Multi-Family** shall consist of **Customer Connections** serving two or more dwelling units.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **Class Code 8 – Local Government/Water Provider** shall consist of **Customer Connections** that are for local government water providers 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 available on the **District** website and 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 trim vegetation and 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:

**B.** **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 appears to the **District** that a meter fails to register accurately, the **District** will estimate water consumption based on available historical data and may test the meter under Section 14.0.

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 intentional, reckless, or negligent 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 and adverse effects to water quality or availability of water due to unauthorized operation, modification or alteration of the **District's System**. In addition to the foregoing, Violators shall be subject to the schedule of fines and civil penalties as established by the **District's Rates, Fees and Other Charges**.
- 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 to the User's property caused by interruptions of **Water Service** or fluctuation of pressure unless caused by the District's negligence.

#### 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 and in accord with Section 18.0**.

## 18.0 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

**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, maintained, repaired or replaced; or if it is found that a backflow prevention assembly has been removed or bypassed; or if an unprotected cross-connection exists. Service may be terminated following written notice and expiration of the time to cure conditions or defects. Furthermore, service may be terminated immediately without notice if an immediate threat to public health and safety has been determined by the **District**. In all cases, service will not be restored until such conditions or defects are corrected.

The **User** consents to and 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. If no accommodations are made to allow access, the **District** may require a reduced pressure backflow prevention assembly to be installed at the **Customer Connection** at the expense of the **User**, consistent with Oregon Administrative Rules. Nothing herein shall prevent the District from terminating service as provided in this Section.

## 19.0 EXTENSION OF DISTRICT'S SYSTEM

**Owners** shall extend all **Water Mains** the entire distance between opposite boundaries of the property to be served (to and through), and, when required by the District, design, construct and make appropriate connections to other parts of the **District's System** as determined by the District using industry best practices to provide redundancy of service, typically through the provision of looped systems. When the line extension will be on Owner/Developer's property and the District, in its sole and absolute discretion, does not require Owner to design and construct water system facilities to and through the property, then an easement shall be granted by the Owner to the District unconditionally authorizing the District to construct future improvements. **Water Mains** shall be located within public right-of-way or, if necessary, within easements approved by the District.

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.

The methods to extend the Water System are:

19.1 **Owner/Developer** Extension. An **Owner/Developer** other than the **District** may request to extend the **District's System**, in conformance with these **Rules and Regulations** and the **District's Standards**, at their sole cost and expense. 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.

- 19.2 All extensions of the **District's System** require 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. The **District** may extend the **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 Owner 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 Assessment District. 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. The process for formation of a Local Improvement District or Assessment District shall be according to then applicable statutory requirements. Terms of payment shall be 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. Conveyance documents shall be in a form acceptable to the District in its sole discretion.

- 19.7 Additional or Upsized Facilities. The **District** may elect to require or install larger **Water Mains** or other system improvements other than needed for the applicant's service requirements; construction of additional facilities to connect with other parts of the District's water system; and to provide improved service to the property or other benefitted properties. When it does so, the **District** will pay for the incremental cost. Where the additional facilities provide a partial benefit to the applicant's property,

the District shall determine the amount of the District's contribution in its sole discretion. 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 District and Agreement. Pursuant to ORS 264.320, the **District** may establish Reimbursement District and Agreement subsequent to the following:

**C. 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.*

**D. B.** *The request for partial reimbursement shall be made by petition in a form acceptable to the **District** prior to the time of acceptance of the facilities by the **District**.*

**E. C.** *The petition shall include, among other things:*

- i. Plans and designs;
- ii. Identification of the applicant's property and address;
- iii. Identification of the benefitted properties and owners' addresses;
- iv. Map of the benefitted properties;
- v. Project costs incurred or anticipated to be incurred;
- vi. Proposed equitable calculation methodology that takes into account one or more of the following factors: benefitted parcels, number of current connections, potential connections depending upon future zoning, ease of connection of property once improvements are made and other relevant factors to achieve an equitable allocation of project costs;
- vii. Payment of all fees

- F. D.** Upon receipt of the petition, the **CEO** shall review the petition for completeness. If incomplete, the applicant shall provide the necessary information to be deemed complete. If deemed complete, the **CEO** will review the petition to 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, and other factors listed in C.vii. The **CEO** shall prepare a staff report and submit it to the **Board**.
- G. E.** The **CEO** shall then notify the applicant of the hearing date before the **Board** where the Reimbursement District and Agreement will be considered. Notice of such hearing shall be mailed by first class U.S. mail to the names and mailing addresses of the applicant and the benefitted owners as shown in the Washington County real property records not less than 14 days before the hearing date asking for written comment and the right to appear before the **Board** and comment. The notice shall include a map of the benefitted properties; a description of the project; the proposed amount of reimbursement for each potential lot that could connect to the extension according to the petition, which includes the lots of the person or entity extending the line.
- H. F.** At the time of hearing, the **Board** shall review the staff report, take testimony or comment from all affected landowners regarding the formation of the Reimbursement District and Agreement, the actual or estimated costs, and the extent to which properties are benefitted. Testimony or comment may be in written or electronic form or by oral testimony. The **Board** will close the hearing and then decide whether to approve the petition, approve the petition as modified by the **Board**, or deny the petition. If denied, the matter shall be concluded. If approved, then by resolution the **Board** shall declare formation of the Reimbursement District, identify the benefitted properties and allocate costs in accordance with the final adopted methodology. If the project has not been completed, then the Reimbursement District will be approved but final application of the methodology and allocation of costs shall not be made until final project costs are known and the **Board** holds a subsequent hearing to make a final determination. The notice and hearing process shall follow the procedure of Section E. The **Board's** decision shall be limited to the final project costs and allocation according to the previously approved methodology.
- I. G.** If the **Board** approves formation of the Reimbursement District, the **CEO** shall prepare a Reimbursement Agreement that, among other things, identifies all benefitted properties, allocates the cost among them, states the term of the agreement, provides that it is binding on the property and meets all requirements for recording. In no event will the reimbursement obligation extend longer than the minimum period provided by ORS 264.320. If the final project costs are unknown at the time of **Board** approval because the project has not been completed, a Preliminary Reimbursement Agreement shall be prepared and recorded stating that the costs are estimates and that when final project costs and allocations are determined, a Final Reimbursement Agreement shall be recorded with the final costs.

- J. H. Within 15 days following the Board's decision on the formation of the Reimbursement District, or the decision of final project costs, the District shall mail notice of the decision to all Landowners at the addresses set forth in the petition, unless the landowner provides a different address.**
- K. I. The applicant or affected landowners may appeal the decision by writ of review under ORS Chapter 34 within 60 days of the Board's decision.**
- L. J. 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 any reimbursement amount collected within a reasonable time after receipts by the District.**

## 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** 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 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 and Other 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 the first such use, the **User** is subject to **Final Remedies** as determined by the **CEO**, plus estimated water usage billed at the Block 1 rate. The **CEO** shall determine final remedy on a case-by-case basis and may include one or more of the following:

- A. A fine of \$5,000 for the unauthorized use;
  - B. A civil penalty calculated on per day (Section 26.1.A);
  - 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.
  - D. Termination of Water Service (Section 20.2); or
  - E. Such other actions as the CEO determines appropriate under the circumstances.
- 21.6 The **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 the owner nor in any way responsible for operation, maintenance, repair and replacement of the **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 and Other Charges** for such service and shall conform to **District** permit requirements for hydrant use, including but not limited to, compliance with applicable cross connection control and backflow prevention requirements.
- 22.3 **Users** requesting flow testing of fire hydrants shall pay appropriate **Rates, Fees and Other 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 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 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 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**.
- 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 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 **Users** located outside of the boundaries of the **District** will be made only if the **District** has sufficient surplus water and pursuant to an agreement approved by the Board. 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 The **District** shall seek to enforce these **Rules and Regulations** by progressive measures to obtain compliance. Notwithstanding the foregoing, the **District** may enforce violation of these **Rules and Regulations** by commencement of legal or equitable proceedings for damages, remedial costs and attorney fees and costs. In addition any violation of these **Rules and Regulations** is punishable by a civil penalty for each day of violation as set on the **District's** schedule of **District Rates, Fees and Other Charges** plus any costs the **District** has incurred to cure the violation or damages of any kind to the **District's** system at the discretion of the **CEO**. Each day of violation shall be a separate violation. In addition to this administrative proceeding to recover a civil penalty, legal, injunctive or equitable relief to abate the violation, the **District** may also terminate **Water Service** as a violation of these **Rules and Regulations**.
- A. Notice of Violation shall be given to the **User** by first class U.S. 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. The notice shall also state any remedial costs incurred by the **District** to cure the violation or any other damage incurred by the **District**.

- C. The notice assessing the civil penalty (and other costs or damages asserted by **District**) shall provide that the total amount assessed 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 as provided in Section 26.3.
  - 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 (and other costs or damages asserted);
    - ii. Affirm the appeal and remove the civil penalty assessment
    - 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.
- 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 remedial costs and damages incurred. Remedial costs shall mean all labor, materials and costs incurred by or on behalf of TVWD to cure the violation
- 26.3 Any person aggrieved by a ruling or interpretation of the provisions of this ordinance, or who has received a Notice of Civil Penalty under Section 26.1 may submit a written appeal to the **CEO** within 10 days of the decision or Notice. 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 or Notice of Civil Penalty.
- 26.5 If the appellant considers that their grievance has not been handled satisfactorily, they may apply to the **CEO** for reconsideration of the matter within 30 days from the date of the written decision. The **CEO** may either affirm, modify or reverse the decision without further hearing in writing. In the alternative the **CEO** may appoint a Hearings Officer to make an independent review of the case, provide for a hearing, consider the existing record, additional briefs and hear additional testimony on the matter. The Hearings Officer may also limit review to the record. Within 60 days from receipt of the appeal, the **CEO** or Hearings Officer will prepare a written decision affirming, affirming in part, or denying the matter which shall be sent to the appellant.
- 26.6 Decisions of the **CEO** or Hearings Officer shall be the final decision of the **District** 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. Exhaustion of administrative remedies is required prior to initiation of legal proceedings.

## 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**.



**TUALATIN VALLEY**  
WATER DISTRICT

## ORDINANCE NO. 01-23

### AN ORDINANCE AMENDING AND RESTATING RULES AND REGULATIONS SECTION 7.0 LEAK ADJUSTMENT POLICY

WHEREAS, under the authority of ORS 264.306, the Board of Commissioners of the Tualatin Valley Water District previously adopted Rules and Regulations which provided for usage of the District's water system and which have been amended from time to time; and

WHEREAS, the Board of Commissioners finds that it is necessary to adopt, amend and restate the Leak Adjustment Policy in Section 7.0 of the Rules and Regulations set forth in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, this change to the Leak Adjustment Policy is necessary to enable the implementation of other key District procedures for improved customer services so that immediate adoption is necessary and an emergency is declared to exist; and

WHEREAS, this ordinance shall fix the effective date of the Rules and Regulations attached hereto and at that time the current Section 7 of the Rules and Regulations shall be superseded and repealed, and being advised.

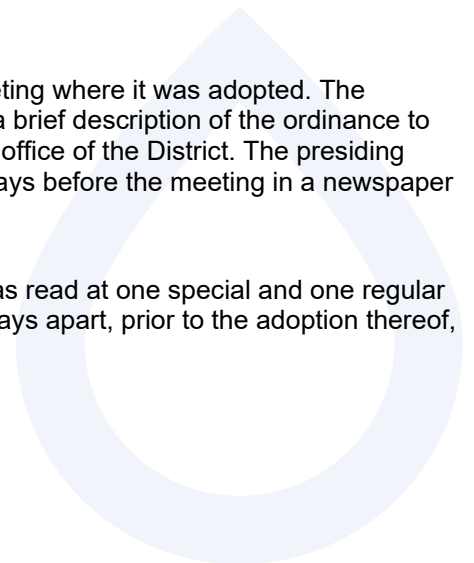
NOW THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TUALATIN VALLEY WATER DISTRICT:

Section 1. Section 7, Leak Adjustment Policy of the Rules and Regulations attached hereto as Exhibit A, and incorporated by reference, are hereby adopted as of the effective date below. The Chief Executive Officer may apply this policy to pending water loss adjustment requests.

Section 2. This ordinance is on file at the District's administrative office and is available for review. The District Recorder is instructed to send a certified copy of this ordinance to the County Clerk and publish the required notices under ORS 198.560.

Section 3. This ordinance has been included in the published notice of the meeting where it was adopted. The published notice did state the time, date and place of the of the meeting and gave a brief description of the ordinance to be considered at the meeting, and that copies of the ordinance are available at the office of the District. The presiding officer caused the notice to be published not more than 10 days or less than four days before the meeting in a newspaper of general circulation.

Section 4. Pursuant to Oregon Revised Statute Chapter 198, the ordinance was read at one special and one regular meeting of the District Board of Commissioners on two different days, at least six days apart, prior to the adoption thereof, to wit: the 1st day of August 2023 and the 16th day of August 2023.



Section 5. An emergency is hereby declared to exist. This ordinance was adopted following a second reading by the unanimous vote of the District Board of Commissioners at its regular meeting on the 16th day of August 2023, and was signed by the presiding officer and attested to by the secretary.

Section 6. This ordinance shall take effect on August 17th at 12:01 a.m. and current Section 7 of the current Rules and Regulations are repealed at that time.

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Todd Sanders, President

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Jim Doane, Secretary



EXHIBIT A

RULES AND REGULATIONS

Revision Date: August 16, 2023

Adopted By Ordinance No. 01-23  
Under The Authority Of  
Oregon Revised Statutes 264.306

TUALATIN VALLEY WATER DISTRICT  
1850 SW 170th Avenue  
Beaverton, Oregon 97003

(503) 848-3000

[www.tvwd.org](http://www.tvwd.org)

# TUALATIN VALLEY WATER DISTRICT

## RULES AND REGULATIONS

### 1.0 PREFACE

- 1.1 The Tualatin Valley Water District (**TVWD**) is a unit of local government defined by ORS 174.109 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**. 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 **User** 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, fitting or appurtenances beginning at the outlet of the **Meter Assembly** into the premises served, excluding **Fire Service Systems**.
- 2.8 **“Developer”** shall mean any person or entity who has a written agreement with an **Owner** that authorizes the **Developer** to act on behalf of the **Owner** to obtain any permit or approval from the **District** for design and construction of water system improvements to serve **Owner’s** property.
- 2.9 **“District”** shall mean the Tualatin Valley Water District.
- 2.10 **“District Service Line/Service Connection”** shall mean the pipe, valves, stops and fittings from a main to the outlet of the **Meter Assembly**.

- 2.11 **“District Standards”** shall mean the latest revision of the **District’s** Water System Design and Construction Standards.
- 2.12 **“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.
- 2.13 **“Fire Service System”** 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 System** shall be owned and solely maintained, repaired and replaced by the **Owner** from the **District’s** valve where the **Fire Service System** 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.).
- 2.14 **“Meter Assembly”** is defined as meter, meter box and/or vault, valves, tailpiece, bypass, yoke and other appurtenances to which the **User’s System** is connected.
- 2.15 **“Owner”** shall mean and include any person or entity who owns the property or structures served or to be served by the **District**.
- 2.16 **“Rates, Fees and Other Charges”** shall mean the current rates, fees and charges as adopted by the **Board**.
- 2.17 **“Rules and Regulations”** shall mean these **Rules and Regulations** as adopted by ordinance by the **Board**.
- 2.18 **“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**.
- 2.19 **“System Development Charges”** shall mean charges assessed as authorized by Ordinance 01-12 and subsequent revisions.
- 2.20 **“TVWD”** shall mean the Tualatin Valley Water District.
- 2.21 **“User”** shall mean any person, entity, or occupant of the premises receiving **Water Service**.
- 2.22 **“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 System**.
- 2.23 **“Water Main”** shall mean any pipe located in the public right-of-way or within an easement on private property which is owned or maintained by the **District** for the purpose of distributing water to **Users** and servicing fire hydrants.
- 2.24 **“Water Service”** shall mean the delivery of water to the **User**.

2.25 “Water Supply Shortage Plan” shall mean the **District’s** approved **Water Supply Shortage Plan** incorporated by reference.

### 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 The **District** owns the **District’s System** unless otherwise agreed in writing.

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

4.3 No person or entity 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 to conduct operations, maintenance, repair and replacement of the District’s System and consent is granted as a condition of service**. District will endeavor to provide notice reasonable under the circumstances.

### 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**. District will endeavor to provide notice reasonable under the circumstances.

### 6.0 USE OF WATER

6.1 The **District** will furnish water for lawful domestic, household, business, industrial, irrigation, community use and for fire protection purposes as the **District’s 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**.

1. **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 is obtained.**

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.

6.5 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, in addition to payment of fees, charges and civil penalties adopted by the Board. 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.

6.6 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.

6.7 The District allows no waste or unauthorized use 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(s) 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 User 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(s) are discovered or reasonably should have been discovered;
- B. File a request for billing adjustment form within 90 days of the date of the leak repair describing the cause of the water loss, the repair(s) 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 User account has occurred by reason of a leak(s) 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 the excess water use for no more than three billing periods (six months total) if billed on a bi-monthly basis and no more than six billing periods (six months total) if billed on a monthly basis.
- C. The billing(s) to the **User** shall be adjusted in an amount equal to the variable unit cost of water applied to the excess water volume. The variable unit cost of water shall be determined by the Chief Financial Officer on an annual basis and include such costs as purchased water, pumping power, chemicals, and other costs that vary with the quantity of water delivered to the District's customers. This adjusted amount shall be included on the **User's** account after repairs have been completed.

- 7.3 If multiple leak requests are submitted from the same **User**, the **CEO** shall determine the eligibility for the water loss request.
- 7.4 The Water Loss Adjustment Policy may be used in cases of unexplained water loss, fire protection, vandalism, or theft of water beyond the reasonable control of the **Customer**, as determined in the discretion of the **CEO**.

## 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, all in accordance with **District Standards**.

- 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 per real property parcel (tax lot). Multi-family dwellings or multiple service uses such as office buildings, commercial malls or industrial **Users** will be served via a master meter.

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. If the District relocates the Service Connection, the Owner shall grant access to the District to relocate the Service Connection. 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**.
- 8.9 The **District** reserves the right to relocate the **District Service Line/Service Connection** within the utility easement as necessary to accommodate water system improvements or street improvements or for other similar activities. By virtue of connecting to the **District's System** the **Customer** authorizes the **District** to reconnect the **District Service Line/Service Connection** to the **Customer Connection** when necessary. District will endeavor to provide reasonable notice under the circumstances.

#### 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 solely responsible for maintenance, repair and replacement of the **Customer Service Line** and associated appurtenances.
- 10.5 The **District** is not responsible for **Customer Service Lines**.
- 10.6 Relocation of the meter that causes the customer service line to be relocated or reconnected shall follow the provisions of Section 8.8 and 8.9.

## 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**.

1. **Class Code 1 – Residential** shall consist of **Customer Connections** serving a dwelling unit, whether a shared structure or freestanding, where one District meter serves only one dwelling unit.
2. **Class Code 2 – Residential Multi-Family** shall consist of **Customer Connections** serving two or more dwelling units.
3. **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.
4. **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.
5. **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.

6. **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.
7. **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.
8. **Class Code 8 – Local Government/Water Provider** shall consist of **Customer Connections** that are for local government water providers 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 available on the **District** website and 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 trim vegetation and 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:
  - B. 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 appears to the **District** that a meter fails to register accurately, the **District** will estimate water consumption based on available historical data and may test the meter under Section 14.0.
- 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 intentional, reckless, or negligent 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 and adverse effects to water quality or availability of water due to unauthorized operation, modification or alteration of the **District's System**. In addition to the foregoing, Violators shall be subject to the schedule of fines and civil penalties as established by the **District's Rates, Fees and Other Charges**.
- 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 to the User's property caused by interruptions of **Water Service** or fluctuation of pressure unless caused by the District's negligence.

#### 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 and in accord with Section 18.0**.

#### 18.0 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

**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, maintained, repaired or replaced; or if it is found that a backflow prevention assembly has been removed or bypassed; or if an unprotected cross-connection exists. Service may be terminated following written notice and expiration of the time to cure conditions or defects. Furthermore, service may be terminated immediately without notice if an immediate threat to public health and safety has been determined by the **District**. In all cases, service will not be restored until such conditions or defects are corrected.

The **User** consents to and 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. If no accommodations are made to allow access, the **District** may require a reduced pressure backflow prevention assembly to be installed at the **Customer Connection** at the expense of the **User**, consistent with Oregon Administrative Rules. Nothing herein shall prevent the District from terminating service as provided in this Section.

## 19.0 EXTENSION OF DISTRICT'S SYSTEM

**Owners** shall extend all **Water Mains** the entire distance between opposite boundaries of the property to be served (to and through), and, when required by the District, design, construct and make appropriate connections to other parts of the **District's System** as determined by the District using industry best practices to provide redundancy of service, typically through the provision of looped systems. When the line extension will be on Owner/Developer's property and the District, in its sole and absolute discretion, does not require Owner to design and construct water system facilities to and through the property, then an easement shall be granted by the Owner to the District unconditionally authorizing the District to construct future improvements. **Water Mains** shall be located within public right-of-way or, if necessary, within easements approved by the District.

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.

The methods to extend the Water System are:

- 19.1 **Owner/Developer** Extension. An **Owner/Developer** other than the **District** may request to extend the **District's System**, in conformance with these **Rules and Regulations** and the **District's Standards**, at their sole cost and expense. 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.
- 19.2 All extensions of the **District's System** require 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. The **District** may extend the **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 Owner 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 Assessment District. 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. The process for formation of a Local Improvement District or Assessment District shall be according to then applicable statutory requirements. Terms of payment shall be 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. Conveyance documents shall be in a form acceptable to the District in its sole discretion.

19.7 Additional or Upsized Facilities. The **District** may elect to require or install larger **Water Mains** or other system improvements other than needed for the applicant's service requirements; construction of additional facilities to connect with other parts of the District's water system; and to provide improved service to the property or other benefitted properties. When it does so, the **District** will pay for the incremental cost. Where the additional facilities provide a partial benefit to the applicant's property, the District shall determine the amount of the District's contribution in its sole discretion. 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 District and Agreement. Pursuant to ORS 264.320, the **District** may establish Reimbursement District and Agreement subsequent to the following:

**C. 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.**

**D. B. The request for partial reimbursement shall be made by petition in a form acceptable to the District prior to the time of acceptance of the facilities by the District.**

**E. C. The petition shall include, among other things:**

- i. Plans and designs;
- ii. Identification of the applicant's property and address;
- iii. Identification of the benefitted properties and owners' addresses;
- iv. Map of the benefitted properties;
- v. Project costs incurred or anticipated to be incurred;



- vi. Proposed equitable calculation methodology that takes into account one or more of the following factors: benefited parcels, number of current connections, potential connections depending upon future zoning, ease of connection of property once improvements are made and other relevant factors to achieve an equitable allocation of project costs;
- vii. Payment of all fees

- F. D. Upon receipt of the petition, the CEO shall review the petition for completeness. If incomplete, the applicant shall provide the necessary information to be deemed complete. If deemed complete, the CEO will review the petition to 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, and other factors listed in C.vii. The CEO shall prepare a staff report and submit it to the Board.**
- G. E. The CEO shall then notify the applicant of the hearing date before the Board where the Reimbursement District and Agreement will be considered. Notice of such hearing shall be mailed by first class U.S. mail to the names and mailing addresses of the applicant and the benefitted owners as shown in the Washington County real property records not less than 14 days before the hearing date asking for written comment and the right to appear before the Board and comment. The notice shall include a map of the benefitted properties; a description of the project; the proposed amount of reimbursement for each potential lot that could connect to the extension according to the petition, which includes the lots of the person or entity extending the line.**
- H. F. At the time of hearing, the Board shall review the staff report, take testimony or comment from all affected landowners regarding the formation of the Reimbursement District and Agreement, the actual or estimated costs, and the extent to which properties are benefitted. Testimony or comment may be in written or electronic form or by oral testimony. The Board will close the hearing and then decide whether to approve the petition, approve the petition as modified by the Board, or deny the petition. If denied, the matter shall be concluded. If approved, then by resolution the Board shall declare formation of the Reimbursement District, identify the benefitted properties and allocate costs in accordance with the final adopted methodology. If the project has not been completed, then the Reimbursement District will be approved but final application of the methodology and allocation of costs shall not be made until final project costs are known and the Board holds a subsequent hearing to make a final determination. The notice and hearing process shall follow the procedure of Section E. The Board's decision shall be limited to the final project costs and allocation according to the previously approved methodology.**
- I. G. If the Board approves formation of the Reimbursement District, the CEO shall prepare a Reimbursement Agreement that, among other things, identifies all benefitted properties, allocates the cost among them, states the term of the agreement, provides that it is binding on the property and meets all requirements for recording. In no event will the reimbursement obligation extend longer than the minimum period provided by ORS 264.320. If the final project costs are**

**unknown at the time of Board approval because the project has not been completed, a Preliminary Reimbursement Agreement shall be prepared and recorded stating that the costs are estimates and that when final project costs and allocations are determined, a Final Reimbursement Agreement shall be recorded with the final costs.**

- J. H. Within 15 days following the Board's decision on the formation of the Reimbursement District, or the decision of final project costs, the District shall mail notice of the decision to all Landowners at the addresses set forth in the petition, unless the landowner provides a different address.**
- K. I. The applicant or affected landowners may appeal the decision by writ of review under ORS Chapter 34 within 60 days of the Board's decision.**
- L. J. 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 any reimbursement amount collected within a reasonable time after receipts by the District.**

## 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 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 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 and Other 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 the first such use, the **User** is subject to **Final Remedies** as determined by the **CEO**, plus estimated water usage billed at the Block 1 rate. The **CEO** shall determine final remedy on a case-by-case basis and may include one or more of the following:

- A. A fine of \$5,000 for the unauthorized use;
- B. A civil penalty calculated on per day (Section 26.1.A);
- 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.
- D. Termination of Water Service (Section 20.2); or
- E. Such other actions as the CEO determines appropriate under the circumstances.

- 21.6 The **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 the owner nor in any way responsible for operation, maintenance, repair and replacement of the **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 and Other Charges** for such service and shall conform to **District** permit requirements for hydrant use, including but not limited to, compliance with applicable cross connection control and backflow prevention requirements.
- 22.3 **Users** requesting flow testing of fire hydrants shall pay appropriate **Rates, Fees and Other 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 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 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 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**.
- 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 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 **Users** located outside of the boundaries of the **District** will be made only if the **District** has sufficient surplus water and pursuant to an agreement approved by the Board. 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 The **District** shall seek to enforce these **Rules and Regulations** by progressive measures to obtain compliance. Notwithstanding the foregoing, the **District** may enforce violation of these **Rules and Regulations** by commencement of legal or equitable proceedings for damages, remedial costs and attorney fees and costs. In addition any violation of these **Rules and Regulations** is punishable by a civil penalty for each day of violation as set on the **District's** schedule of **District Rates, Fees and Other Charges** plus any costs the **District** has incurred to cure the violation or damages of any kind to the **District's** system at the discretion of the **CEO**. Each day of violation shall be a separate violation. In addition to this administrative proceeding to recover a civil penalty, legal, injunctive or equitable relief to abate the violation, the **District** may also terminate **Water Service** as a violation of these **Rules and Regulations**.
  - A. Notice of Violation shall be given to the **User** by first class U.S. 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. The notice shall also state any remedial costs incurred by the **District** to cure the violation or any other damage incurred by the **District**.
  - C. The notice assessing the civil penalty (and other costs or damages asserted by **District**) shall provide that the total amount assessed 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 as provided in Section 26.3.
  - 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 (and other costs or damages asserted);
    - ii. Affirm the appeal and remove the civil penalty assessment
    - 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.
- 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 remedial costs and damages incurred. Remedial costs shall mean all labor, materials and costs incurred by or on behalf of TVWD to cure the violation
- 26.3 Any person aggrieved by a ruling or interpretation of the provisions of this ordinance, or who has received a Notice of Civil Penalty under Section 26.1 may submit a written appeal to the **CEO** within 10 days of the decision or Notice. 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 or Notice of Civil Penalty.
- 26.5 If the appellant considers that their grievance has not been handled satisfactorily, they may apply to the **CEO** for reconsideration of the matter within 30 days from the date of the written decision. The **CEO** may either affirm, modify or reverse the decision without further hearing in writing. In the alternative the **CEO** may appoint a Hearings Officer to make an independent review of the case, provide for a hearing, consider the existing record, additional briefs and hear additional testimony on the matter. The Hearings Officer may also limit review to the record. Within 60 days from receipt of the appeal, the **CEO** or Hearings Officer will prepare a written decision affirming, affirming in part, or denying the matter which shall be sent to the appellant.
- 26.6 Decisions of the **CEO** or Hearings Officer shall be the final decision of the **District** 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. Exhaustion of administrative remedies is required prior to initiation of legal proceedings.

#### 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**.



**TUALATIN VALLEY**  
WATER DISTRICT

# Board Meeting Minutes

July 19, 2023

## REGULAR SESSION – 6:00 PM

### CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher; Elliot Lisac, Todd Sanders

Staff Present: Tom Hickmann, Chief Executive Officer; Clark Balfour, General Counsel; Paul Matthews, Chief Financial Officer; Pete Boone, PE, Chief Operating Officer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Outreach and Engagement Coordinator; Tim Boylan, IT Services Director and Sam Kaufmann, District Recorder.

### COMMISSIONER OATHS OF OFFICE

Sam Kaufmann administered oaths of office to Commissioners Doane, Fisher, Lisac and Sanders.

### REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF

David Kraska updated the Board on the Willamette Water Supply project.

### COMMISSIONER COMMUNICATIONS

A. Reports of meetings attended.

Commissioners described and submitted a list of recently attended meetings (see attached forms).

B. Topics to be raised by the Commissioners.

Commissioner Sanders said he spoke with the Board Chair of the West Slope Water District (WSWD) on the hiring of a 3<sup>rd</sup> party engineering firm to examine the financial implications of a district merger. Mr. Sanders mentioned the WSWD Board chair will be taking the topic to the WSWD board for further discussion





## 1. CONSENT AGENDA

- A. Approve the June 21, 2023, regular meeting minutes.
- B. Consider adopting Resolution 09-23 - A Resolution repealing COVID related Resolutions 08-20 and 09-21.
- C. Consider adopting Resolution 10-23 - A Resolution of the Local Contract Review Board repealing COVID related Resolution 07-20

Motion was made by Doane, seconded by Duggan, to approve the Consent Agenda as presented. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

## 2. BUSINESS AGENDA

- A. Resolution 11-23 - Approval of the TVWD 2023-25 Financial Plan. Staff Report – Paul Matthews

Paul Matthews presented his staff report on the 2023-25 financial plan.

Commissioner Lisac recommended highlighting the district's efforts to provide affordable water.

Motion was made by Lisac, seconded by Fisher, to approve Resolution 11-23. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

- B. Resolution 12-23 - TVWD rate setting process. Staff report – Paul Matthews

Paul Matthews presented his staff report on the TVWD rate setting process.

Motion was made by Duggan, seconded by Lisac, to approve Resolution 12-23. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

- C. Resolution 13-23 -Temporary water supply IGA between TVWD and the City of Beaverton. Staff Report - Clark Balfour

Clark Balfour presented his staff report on the temporary water supply IGA between TVWD and the City of Beaverton.

Motion was made by Fisher, seconded by Doane, to approve Resolution 13-23. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

- D. Board officer and committee appointments. Staff Report – Tom Hickmann

Tom Hickmann presented his staff report on Board officer and committee appointments.

The Board agreed to move Commissioner Fisher to Vice President and Commissioner Lisac to Treasurer, and accept the committee appointments as revised.

## ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 8:15 p.m.

**EXECUTIVE SESSION**

An executive session of the Board was called under ORS 192.660(2)(e) to conduct deliberations to negotiate real property transactions.

---

Todd Sanders, President

---

Jim Doane, Secretary

DRAFT



## **RATE OPEN HOUSE SESSIONS**

TVWD's August virtual forum sessions will be held noon, August 2 and 17, and focus on water rate increases. Pre-registration is not required. You can find the link at: [www.tvwd.org/talkingwater](http://www.tvwd.org/talkingwater).

In addition to the aforementioned virtual open house rate sessions, an in-person open house is scheduled for Saturday, August 5, 9:00am, at TVWD headquarters.

1 | CEO Announcements



1

## **OPEN VISIT**

Next week, TVWD's Customer Information System vendor, Open International, will be onsite to meet with TVWD and CWS to discuss the past year's successes, current challenges, and next steps. One of the goals is to ensure that TVWD and CWS are able to fully utilize Open Smartflex capabilities.

2 | CEO Announcements



2

## SEPTEMBER WORK SESSION

Due to the close proximity of the Labor Day holiday, staff recommend canceling the September 5<sup>th</sup> work session.

3 | CEO Announcements



3

## DEPARTMENT REPORT

Dave Kraska, WWSP Program Director, will present the department report this evening.

4 | CEO and Management Staff Report



4



**Willamette Water Supply Program**  
**Department Report**  
 TVWD Board Meeting  
 July 19, 2023

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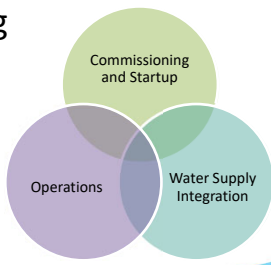
## Key Accomplishments & Focus Areas


- **Progressing procurements**
  - Executed FY 2024 Annual Work Plan for Program and Construction Management with Stantec
- **Continued operations planning workshops**
- **Held water supply integration communications workshops**
- **Project Highlights**
  - Completed Wilsonville Road tunnel – PLM\_1.3
  - Passed pressure tests and completed disinfection on 48” pipe on PLW\_1.2 and on MPE\_1.1

- **Coordinating projects delivery with partners, agencies, and developers**
- **Constructing projects**

Pipelines	PLM_1.3, 4.1, 4.2, 4.3, 4.4, 5.3 PLW_1.2, 1.3, 2.1 MPE/COB_1.1, 1.2, 1.3
Facilities	WTP_1.0; RWF_1.0; RES_1.0

- **Progressing planning**





Excludes IGAs/MOUs, ROW, and Permits

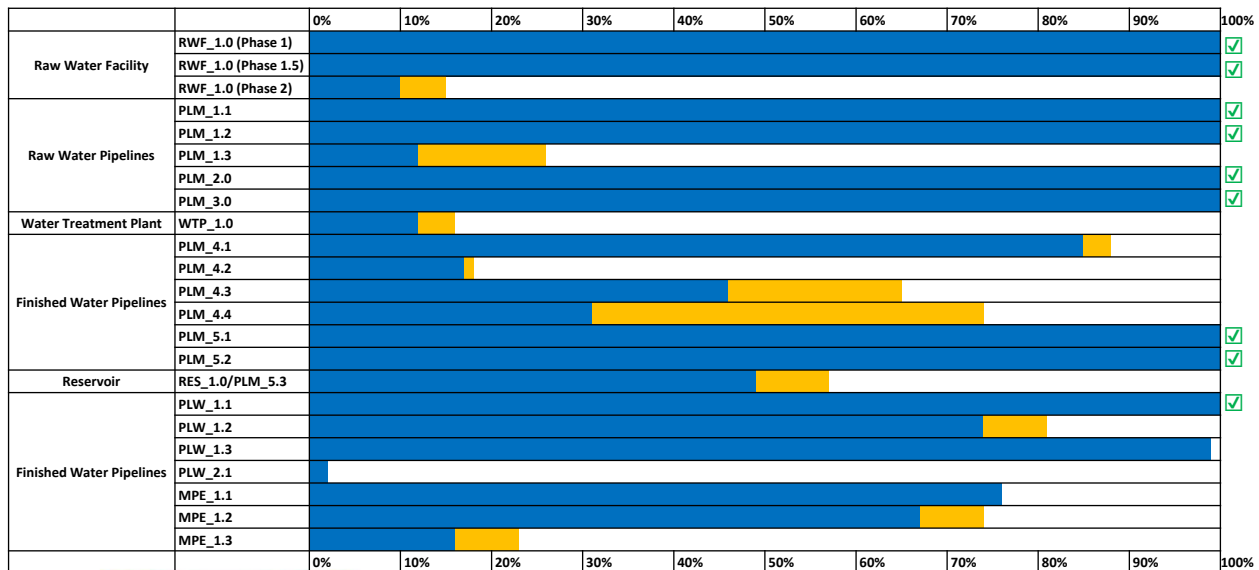
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## Other High Priority WWSP Activities

- Evaluating FY 2023 spend versus the original plan
- Operations planning including governance and decision making
- Staffing planning including potential transitions for WWSP staff

7

## In-depth Construction Updates at August Work Session



Completed This Period  
Previously Completed

Estimate is an opinion based on (1) actual costs paid, (2) pay applications in development, and (3) field staff observations. Refer to published reports for fully-vetted information.

8

## QUESTIONS?

Willamette Water Supply  
*Our Reliable Water*

9

9

## CONSENT AGENDA

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10 |

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# 2023-2025 Financial Plan

*Board Regular Meeting*

July 19, 2023

**Paul L. Matthews**  
Chief Financial Officer



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## Overview

### Tonight's Discussion

- Update on Financial Performance
- Proposed Financial Plan
  - Key Assumptions
  - Key Results
- Staff Recommendation

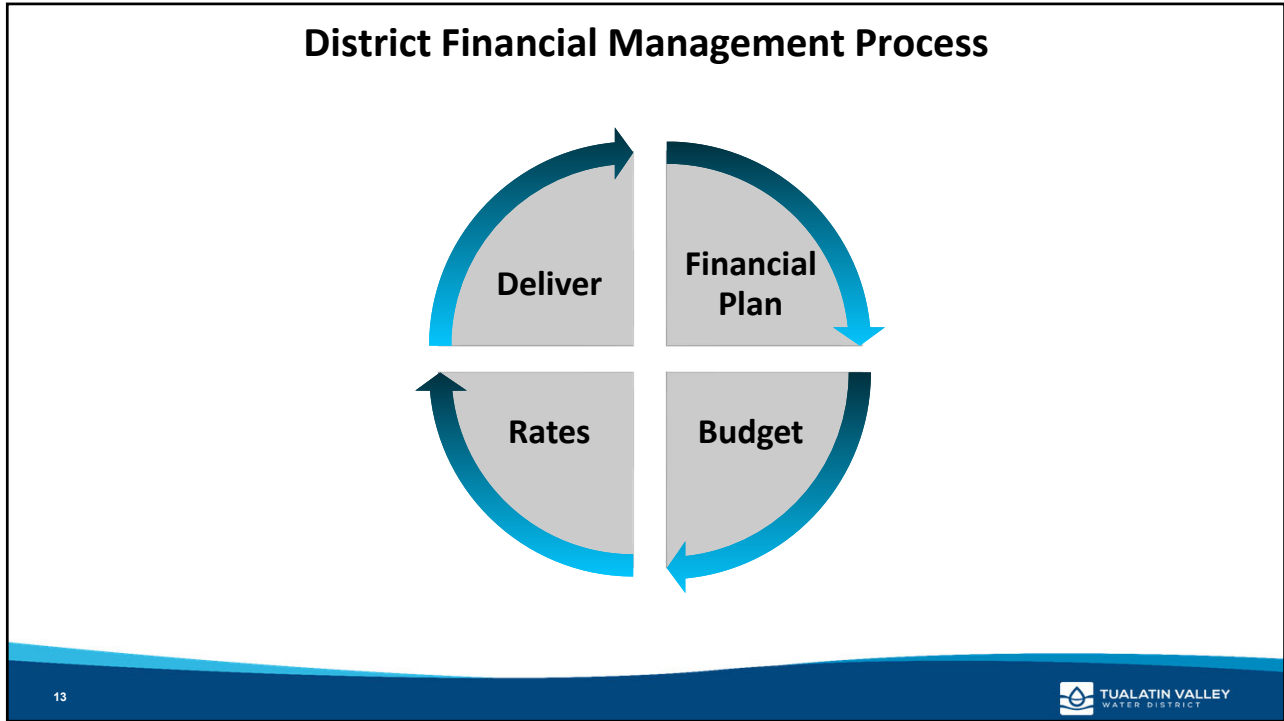


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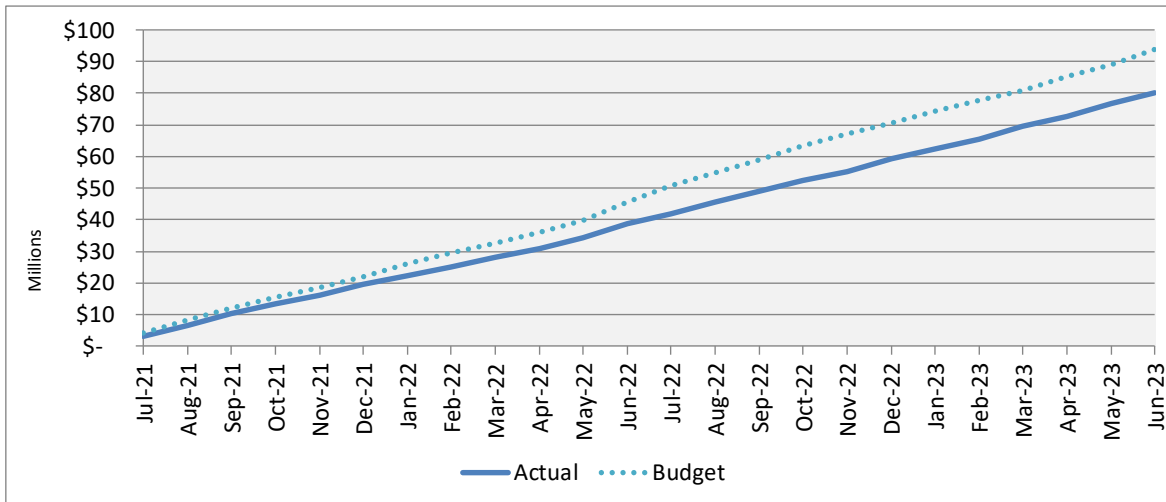
## Update on Financial Performance

**Paul L. Matthews**  
Chief Financial Officer



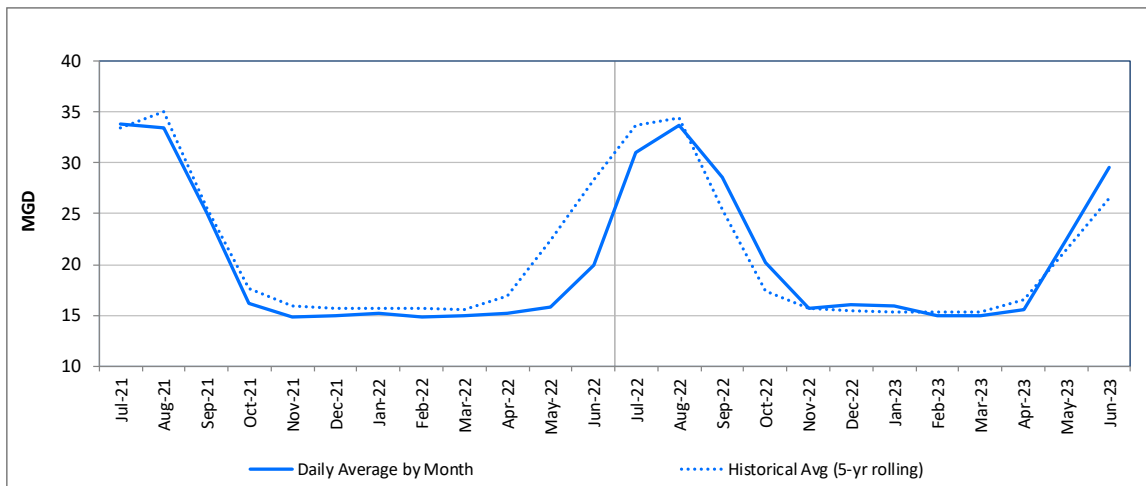
14

### Cumulative Operating Expenditures

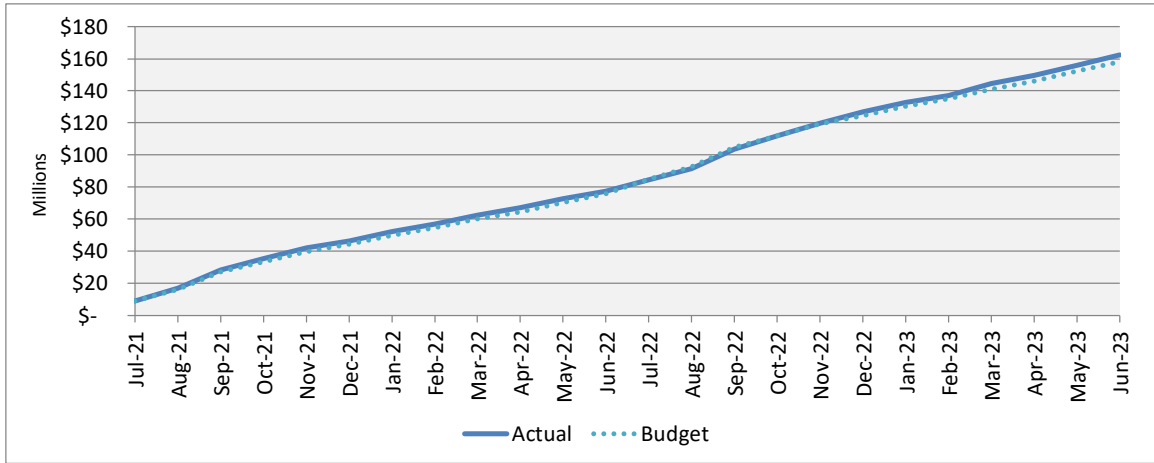


Note: These graphs are based on unaudited estimates.

### Interesting Trends in Water Deliveries



### Favorable Variance in Water Sales (Now Excludes Accrual Adjustments)

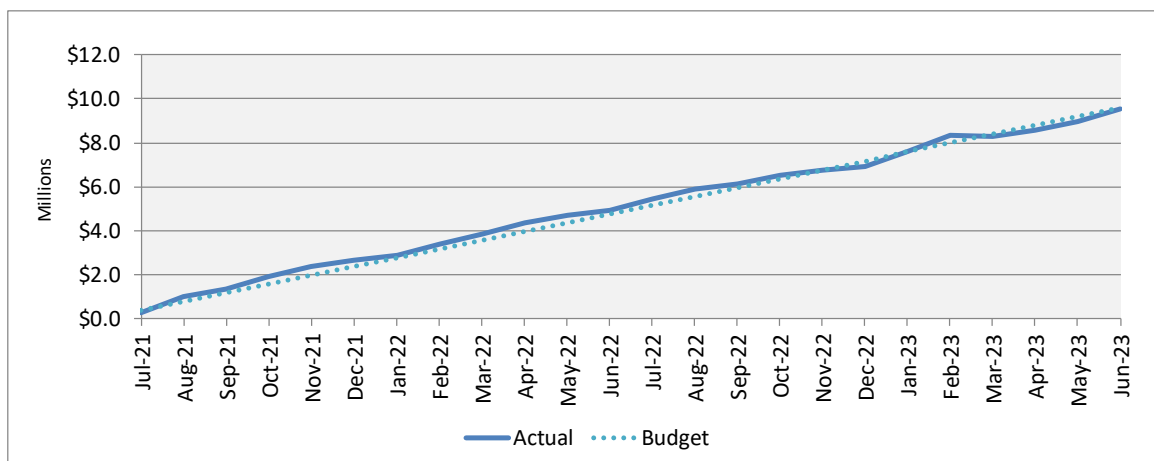


17



17

### System Development Charges Tracking to Budget

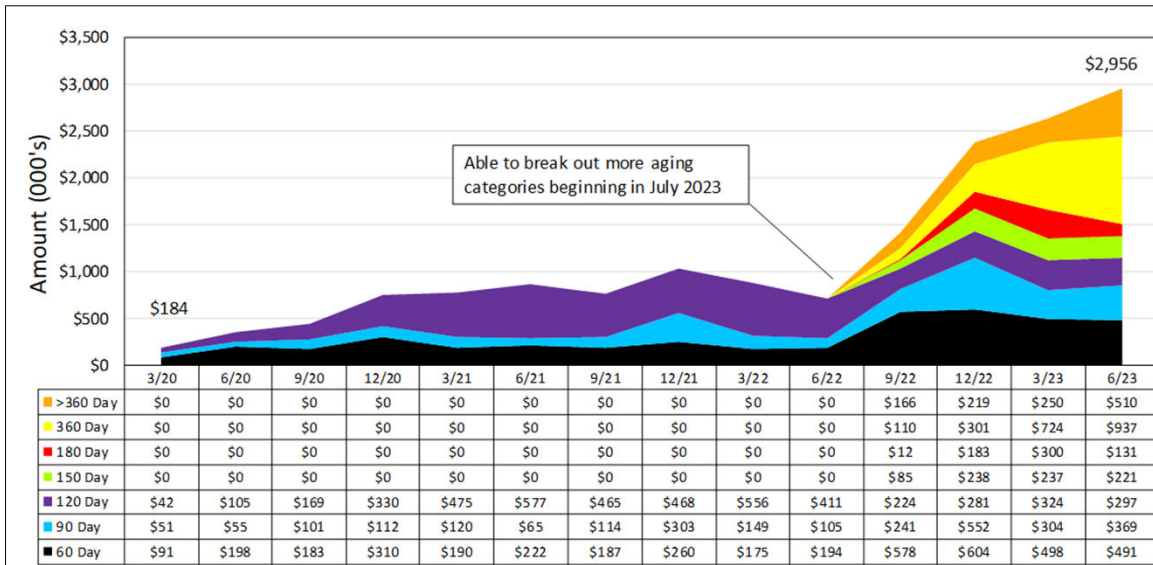


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### Accounts Receivable Continue to Age

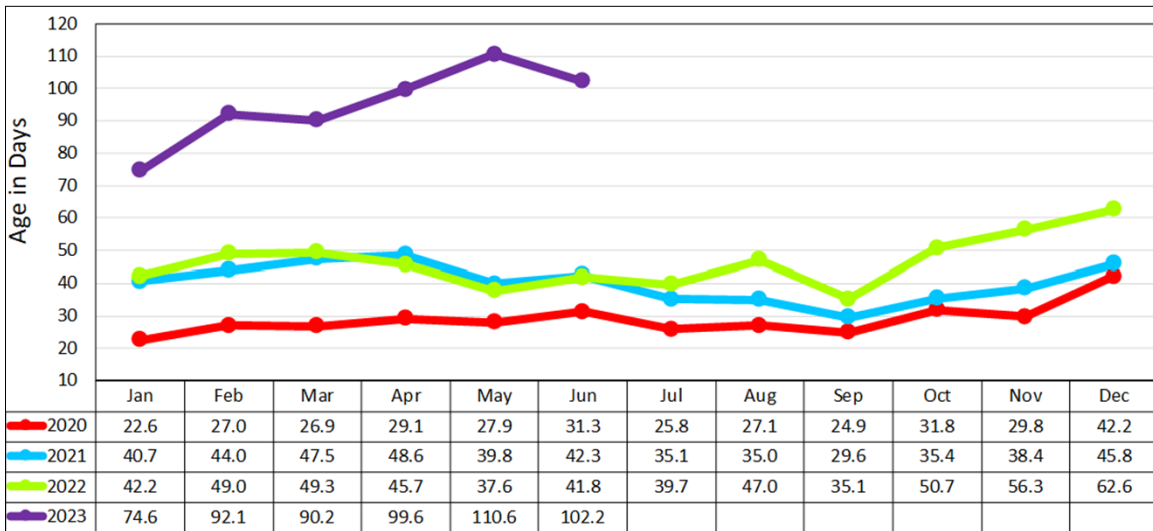


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### Average Age of Accounts Receivable



20



20

## Thoughts on 2021-2023 Financial Performance

### Final Thoughts

- Operating expenses well under budget
- Trends in revenue seems to have stabilized
- November 2022 rate adjustments offset lower water demand
- Inflation continues to be a risk to the District's financial plan (both operating and capital expenditures)
- 2021-23 provided necessary financial resources for the WWSS investment

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## Why Approve a Financial Plan?

### Purpose

- Ensures strategic focus
- Provides accountability over time
- Provides stakeholders needed information
- Demonstrates commitment to sound financial management

### Audience

- Internal stakeholders
- Finance community
- Rating agencies
- WIFIA program team

22

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## Why Board Approval

### Financial Management Policies

- Approval requested as required by *Financial Management Policies*
- Board's approval demonstrates strong financial oversight
- Approval rather than adoption since the Financial Plan provides guidance to management rather than sets firm policies
- Rate process is a separate Board-directed process

23

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## Operating and Capital Expenditure Plan (\$ millions)

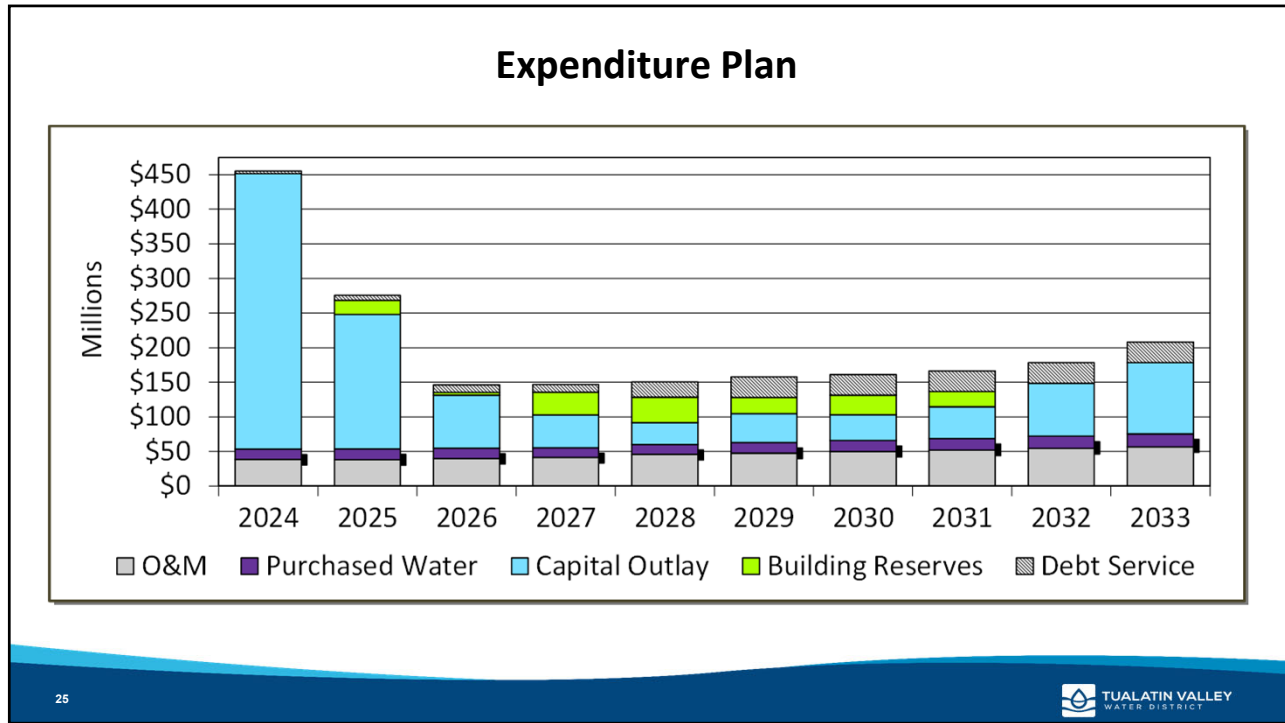
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
O&M Costs [1]	\$38.6	\$38.1	\$39.9	\$41.5	\$45.6	\$47.7	\$49.8	\$52.1	\$54.4	\$56.8	<b>\$464.5</b>
Purchased Water [2]	15.0	15.7	15.2	13.8	14.5	15.3	16.0	16.8	17.6	18.5	<b>158.5</b>
Capital Outlay	397.9	193.9	76.5	47.2	31.5	41.9	37.4	45.9	76.8	103.1	<b>1052.2</b>
Building Reserves	0.0	20.5	3.8	33.4	36.8	23.3	28.3	21.8	0.0	0.0	<b>167.9</b>
Debt Service	3.7	7.2	10.8	10.8	22.0	29.7	29.7	29.7	29.7	29.7	<b>202.7</b>
<b>Totals</b>	<b>\$455.1</b>	<b>\$275.5</b>	<b>\$146.2</b>	<b>\$146.7</b>	<b>\$150.5</b>	<b>\$157.8</b>	<b>\$161.2</b>	<b>\$166.3</b>	<b>\$178.5</b>	<b>\$208.1</b>	<b>\$2045.8</b>

[1] O&M costs shown include debt issuance costs.

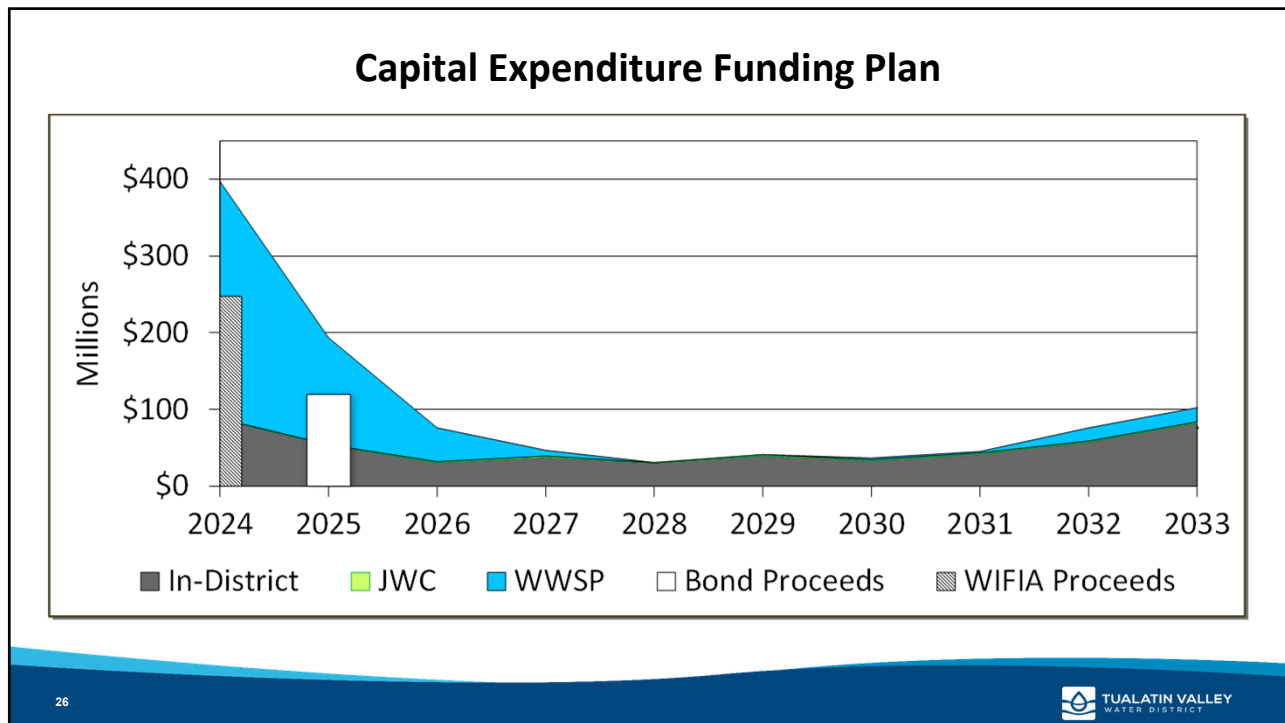
[2] Consistent with past reporting, Purchased Water includes pumping power costs.

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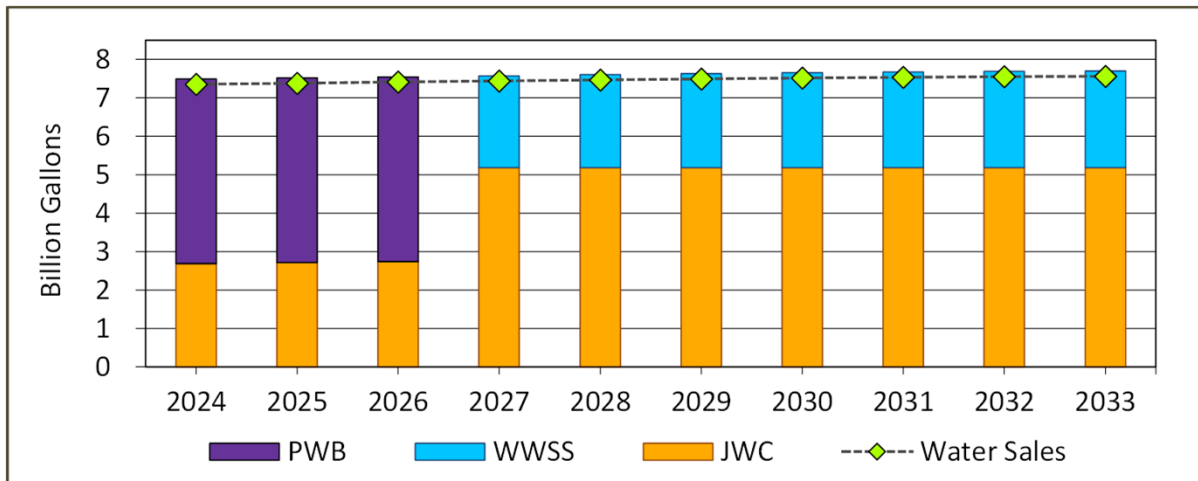
26

### Key Debt Assumptions

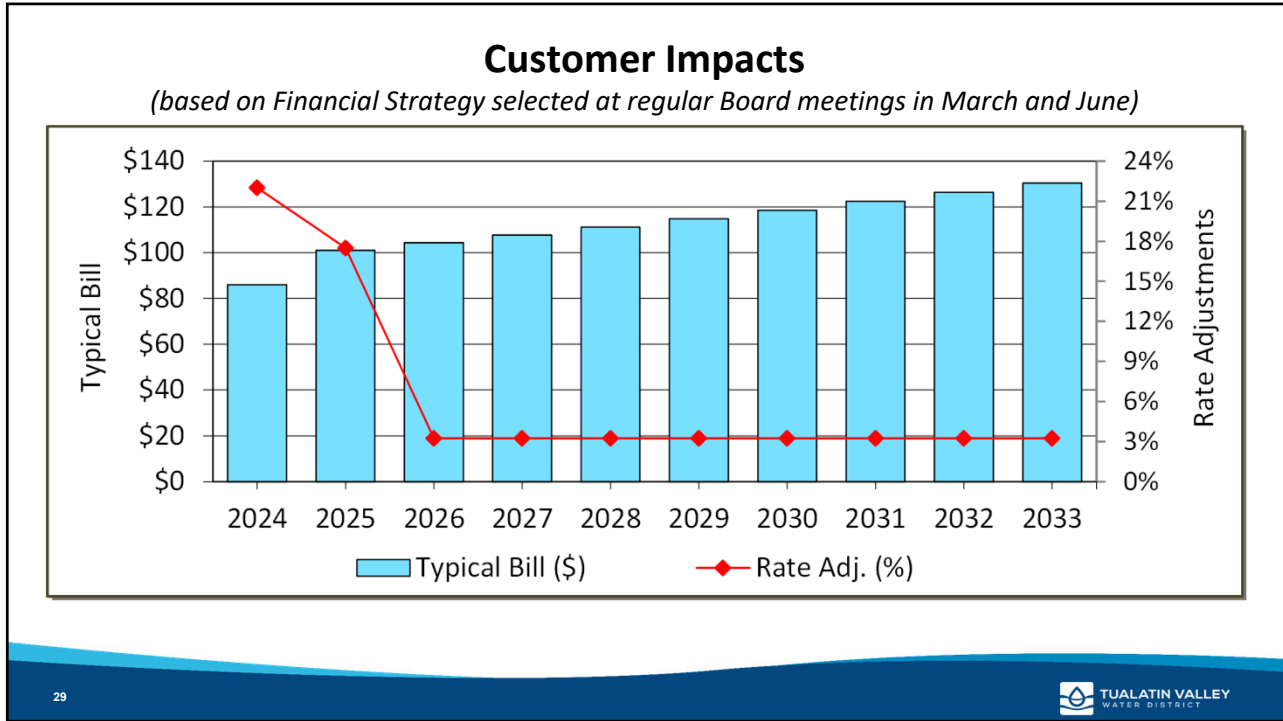
- Debt funding of approximately \$616 million for capital expenditures through 2026.
- Issuance costs for FY2025 bond issue:
  - 0.75% of the par amount.
- Term of Borrowing:
  - Revenue bonds: 30 years.
  - WIFIA: Maximum allowed (35 Years after substantial completion).
- Debt service reserve:
  - MADS<sup>1</sup> for FY2025 bond issue.
  - WIFIA: None.
- Debt Service Coverage Ratio:
  - 2.0x including SDCs in gross revenue.
  - 1.5x excluding SDCs in gross revenue.
- Additional Bonds Test:
  - 1.3x including SDCs.
  - 1.15x excluding SDCs.
- Net Leverage Ratio, not-to-exceed:
  - 8.0x for two or more consecutive years.
  - 7.0x for more than 4 consecutive years.
- Minimum Cash Balances:
  - 250 days of forecast O&M costs.

<sup>1</sup> Revenue bond debt service reserve projected as minimum of a 3-part test per issuance. Maximum annual debt service (MADS) is the projected minimum of the three parts for all future issues.

### Water Supply and Demands







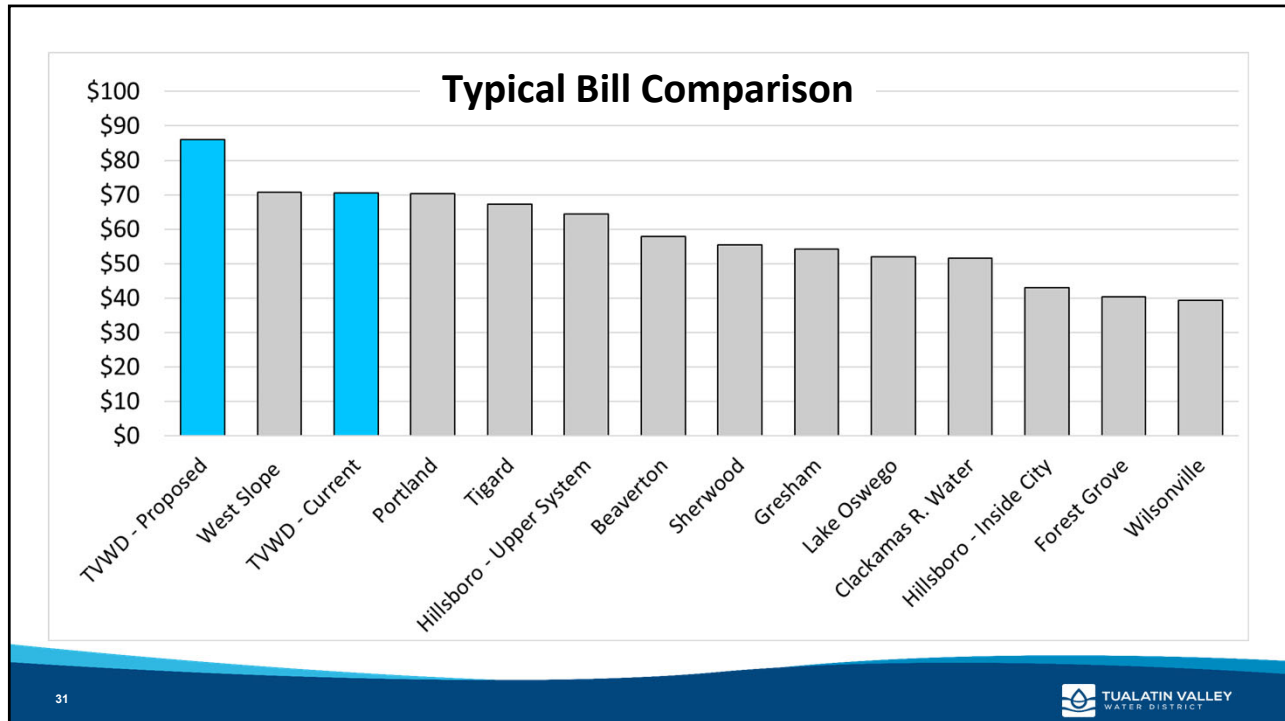
29

### Customer Impacts

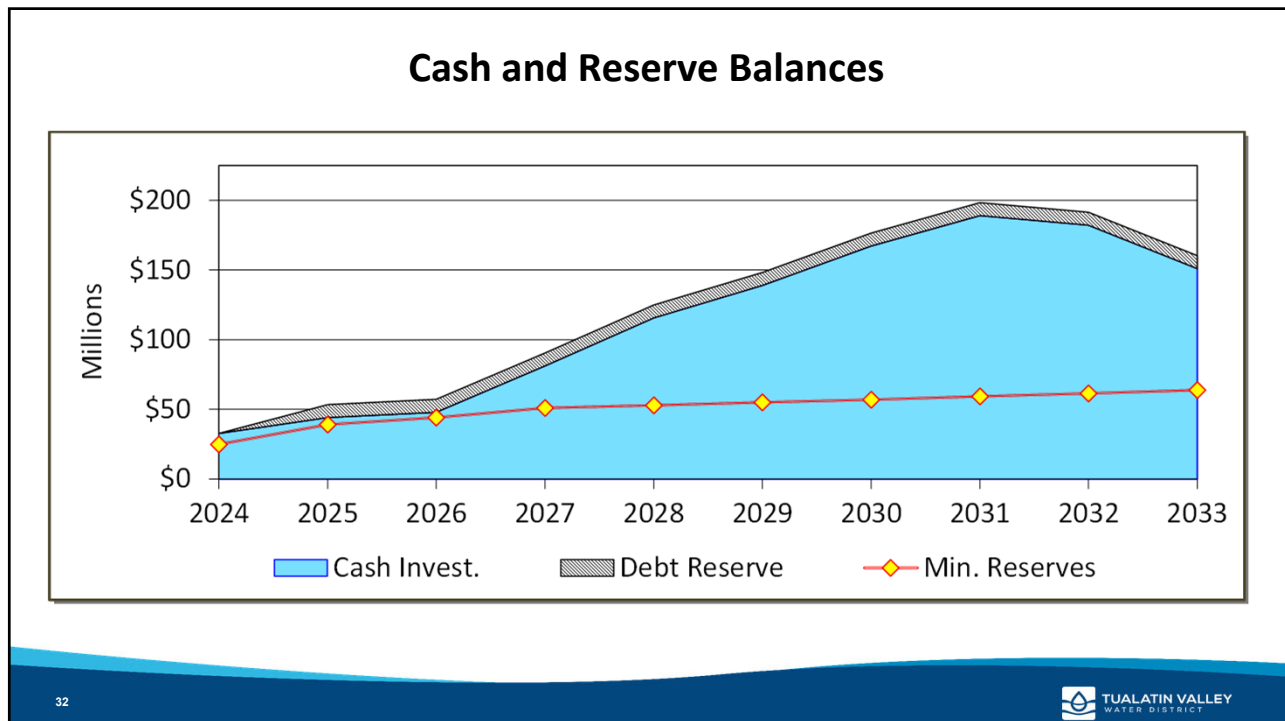
*(based on Financial Strategy selected at regular Board meetings in March and June)*

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<b>Rate Adjustments</b>	22.0%	17.5%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
<b>Typical Bill</b>	\$85.99	\$101.03	\$104.31	\$107.70	\$111.20	\$114.82	\$118.55	\$122.40	\$126.38	\$130.49

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### Next Steps

- Update Appendix A of *Financial Management Policies*
- Conduct rate-setting process
- Continue to secure future borrowings

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**TUALATIN VALLEY**  
WATER DISTRICT

## Questions and Comments

*2023-2025 Financial Plan*

**Paul L. Matthews**  
Chief Financial Officer

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**Staff Recommendation**

**Staff recommends the Board adopt resolution 11-23, approving the District's 2023-2025 Financial Plan**



**Proposed Rate Setting Process  
for 2023-2025 Biennium**

*July 19, 2023*

**Paul L. Matthews**  
Chief Financial Officer

## Overview

- Proposed resolution
- Public outreach plan
- Next steps

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## Proposed Resolution 12-23

### Purpose

- Establishes August 16<sup>th</sup> as the date for the public hearing
- Authorizes management to mail notices
- Directs staff to conduct virtual open houses
- Sets public comments period to close on August 24, 2023 at 4:00 pm

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## 2023 Water Rate Proposal

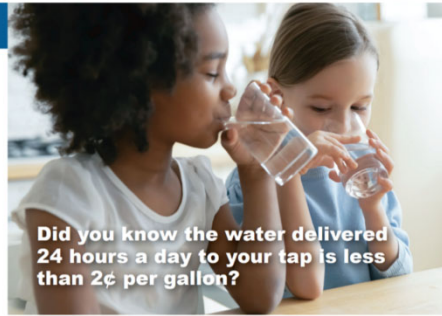
Tualatin Valley Water District's (TVWD) mission is to provide customers with reliable, resilient, and safe water. Water rates support this mission by paying for ongoing maintenance and operations of your water system. These rates are how TVWD delivers water to homes and businesses year-round for public health, fire protection, cooking, and many other uses.

### District proposes water rate increase

TVWD proposes a phased water rate increase. The initial increase of \$15.53 per month for a typical single-family residence\* would take effect on November 1, 2023. The second increase, to take effect on November 1, 2024, is proposed to be \$15.04 per month for a typical single-family residence. Customers are encouraged to learn more about the rate increase and provide comments to TVWD's Board. See the other side of this postcard for ways to participate.

\*Based on a 5/8" meter using 5,236 gallons of water (7CCF).

Learn more and provide your feedback at [www.tvwd.org/rates](http://www.tvwd.org/rates)



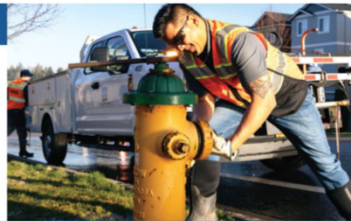
Did you know the water delivered 24 hours a day to your tap is less than 2¢ per gallon?

1850 SW 170th Ave  
Beaverton, OR 97003

## Learn More About Your 2023 Rates

### Multiple Opportunities to Participate & Provide Comments\*

- Wed. Aug. 2 12:00 pm **Virtual Open House #1**  
The link is posted at [tvwd.org/talkinwater](http://tvwd.org/talkinwater)
- Sat. Aug. 5 9:00-10:30 am **In-Person Open House**  
TVWD Headquarters  
1850 SW 170th Ave, Beaverton  
(accessible by transit: Elmonica Max Station)
- Wed. Aug. 16 6:00 pm **Board of Commissioners Meeting – Public Hearing**  
TVWD Headquarters or Microsoft Teams  
1850 SW 170th Ave, Beaverton  
(accessible by transit: Elmonica Max Station)  
If you wish to testify, email [Sam.Kaufmann@tvwd.org](mailto:Sam.Kaufmann@tvwd.org) or call 503-848-3094 by 4:30 pm on Friday, August 11, to reserve a space. You can also be added to the list at the meeting.
- Thu. Aug. 17 6:00 pm **Virtual Open House #2**  
The link is posted at [tvwd.org/talkinwater](http://tvwd.org/talkinwater)
- Thu. Aug. 24 **Public Comment Period Closes at 4:00 pm**



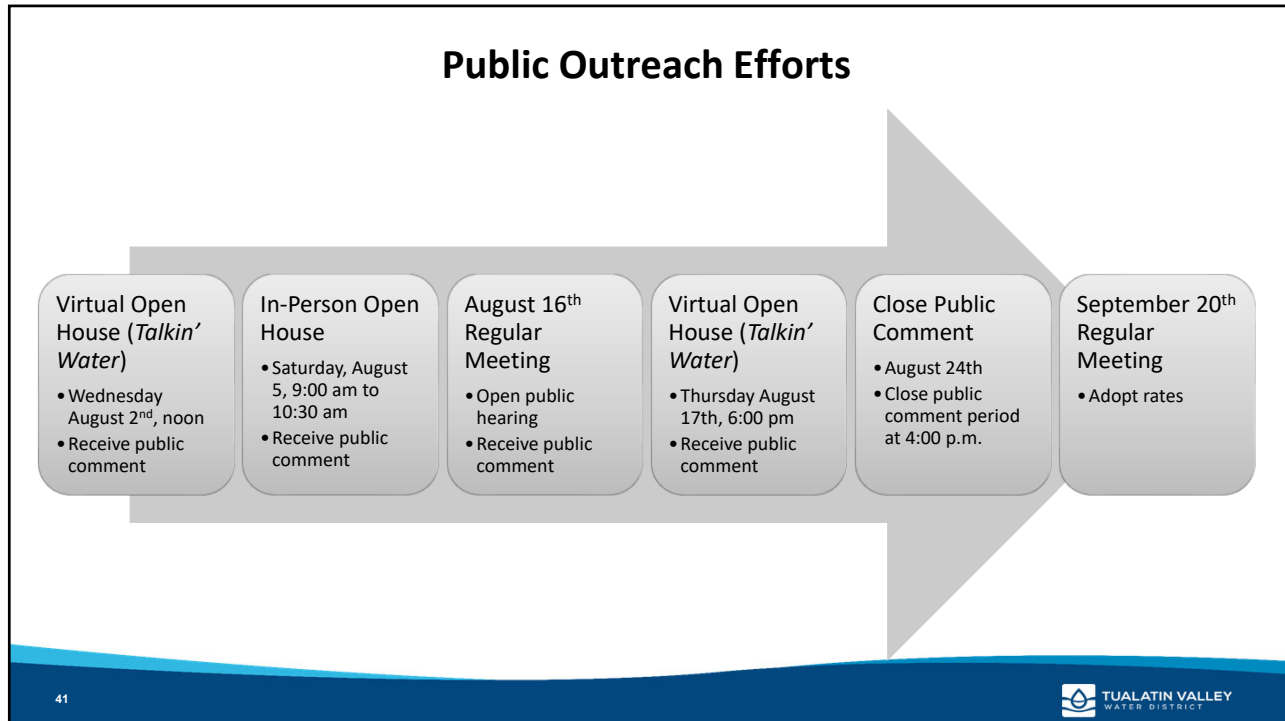
### Board of Commissioners Meeting – Public Hearing August 16.

Comments are accepted until August 24 at 4:00 pm and will be included in the public record.

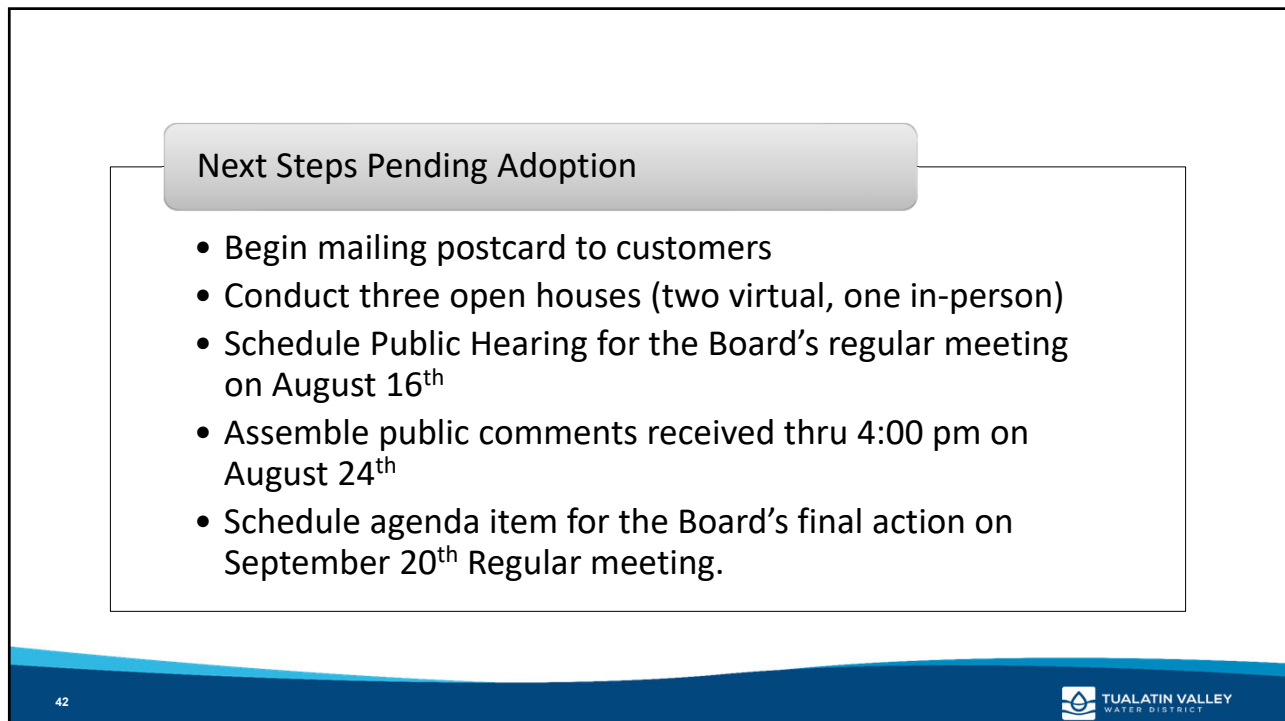
- **Comment Form:** available at the Open House and TVWD Headquarters
- **Online Comment Form:** [tvwd.org/rates](http://tvwd.org/rates)
- **Mail:** Tualatin Valley Water District  
1850 SW 170th Ave,  
Beaverton OR 97003

\*Meetings are accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities should be made at least 48 hours before the meeting to [Sam.Kaufmann@tvwd.org](mailto:Sam.Kaufmann@tvwd.org) or call 503-848-3000


Para asistencia de traducción al español, por favor deje un mensaje en 503-848-3000 en la dirección de correo electrónico: [CustomerService@TVWD.org](mailto:CustomerService@TVWD.org)



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**Questions and Answers**  
*Proposed Rate Setting Process for 2023-2025 Biennium*

**July 19, 2023**  
Regular Meeting



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**Temporary water supply IGA between TVWD and the City of Beaverton**

*Board Regular Meeting*

July 19, 2023

**Clark Balfour**  
General Counsel



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# Board officer and committee appointments

## *Board Regular Meeting*

July 19, 2023

**Tom Hickmann**  
Chief Executive Officer



**Report of Meetings Attended**

**Commissioner Doane**

Date	Meeting or Function	Purpose	\$	Claimed
7/19	Regular Meeting		50	X <input type="checkbox"/> Yes <input type="checkbox"/> No
7/14	JWC/BJOC		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7/11	Association of State Dam Safety Officials	Risk Assessment	50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6/20	JWC Master Plan		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date: 19 July 2023

Requested by: Jim Doane

OK to pay \$50 to Jim Doane and \$150 to CEAF - SK



**Report of Meetings Attended**

**Commissioner** Fisher

Date	Meeting or Function	Purpose	\$	Claimed
6/27	WEA Legislative Wrap Up	Hear how legislative session went from region legislators	50	<input type="checkbox"/> Yes <input type="checkbox"/> No
7/19	TVWD Board Meeting	Regular Board Meeting	50	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date: 7/19/23 Requested by: Carl Fisher OK to pay \$100 to CEAF - SK  
Commissioner

Date: \_\_\_\_\_ Approved by: \_\_\_\_\_  
President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3), members of the budget committee shall receive no compensation for their services as members of such committee.*

In accordance with Board Policies, an amount equal to the unclaimed reimbursements for meetings will be transferred to the District's Customer Emergency Assistance Fund.



**Report of Meetings Attended**

Commissioner Lisac

Date	Meeting or Function	Purpose	\$	Claimed
6/28/2023	Finance Committee Meeting	Financial Management Policies, West Slope briefing, Leak Policy adjustment	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/14/2023	BRJOC & JWC Board Meetings	Stored water status, YTD financial information, General Manager comments	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/19/2023	TVWD Board Meeting	July meeting	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

OK to pay \$150 - SK

Date: 7/19/2023

Requested by: Elliot Lisac

Commissioner

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3), members of the budget committee shall receive no compensation for their services as members of such committee.*



**Report of Meetings Attended**

**Commissioner Jim Duggan**

Date	Meeting or Function	Purpose	\$	Claimed
6/28/2023	TVWD Finance Committee Mtg.	Policy Updates	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/11/2023	TVWD Agenda Planning Mtg.	Meeting w/ Tom & Todd	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/12/2023	Talkin' Water: Water Quality	Webinar	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7/19/2023	TVWD Board Mtg. & Exec. Sess.	Regular Monthly Mtg.	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

OK to pay \$200 - SK

Date: 07/19/2023

Requested by: James. J. Duggan

Commissioner

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3), members of the budget committee shall receive no compensation for their services as members of such committee.*

In accordance with Board Policies, an amount equal to the unclaimed reimbursements for meetings will be transferred to the District's Customer Emergency Assistance Fund.

**From:** [Todd Sanders](#)  
**To:** [Sam Kaufmann](#)  
**Subject:** Re: July meetings attended  
**Date:** Tuesday, August 1, 2023 1:13:44 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[2\\_sm\\_fb\\_873ac953-8b59-4ccc-8d7c-a4dc8743f7bc.png](#)  
[2\\_sm\\_linkedin\\_191597d1-7657-4790-8086-7ffbeb62cff1.png](#)  
[2\\_sm\\_twitter\\_bae535d1-a0a8-4fab-8f42-2f77b3142868.png](#)  
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[new\\_nextdoor\\_logo36px\(002\)blue\\_be1e9d64-a878-4c1e-975a-1b7d7ff12e00.png](#)

---

I am so undependable in the middle of summer!

I approve the July 2023 meetings attended forms for Commissioners Doane, Duggin, Fisher and Lisac.

**Todd Sanders**  
TVWD Commissioner  
[Todd.Sanders@tvwd.org](mailto:Todd.Sanders@tvwd.org)



TUALATIN VALLEY  
WATER DISTRICT



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---

Hi Todd,

Do you approve of the attached meetings attended forms for Commissioners Doane, Duggan, Fisher and Lisac?

**Sam Kaufmann**  
District Recorder  
[Sam.Kaufmann@tvwd.org](mailto:Sam.Kaufmann@tvwd.org)



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**TUALATIN VALLEY**  
WATER DISTRICT

# Board Work Session Minutes

August 1, 2023

## WORK SESSION – 6:30 PM

### CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher; Elliot Lisac, Todd Sanders

Staff Present: Tom Hickmann, Chief Executive Officer; Clark Balfour, General Counsel; Paul Matthews, Chief Financial Officer; Pete Boone, PE, Chief Operating Officer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Outreach and Engagement Coordinator; Tim Boylan, IT Services Director and Sam Kaufmann, District Recorder.

### ANNOUNCEMENTS

Tom Hickmann presented his CEO announcements and described the recent visit from Open as well as the recent open houses focused on TVWD rate increases.

### DISCUSSION ITEMS

- A. Willamette Water Supply System Commission Update. *Staff Report – David Kraska, P.E. Willamette Water Supply Program Director*

David Kraska presented his update on the Willamette Water Supply Commission.

Mr. Kraska gave a detailed report on the Willamette Water Supply Project fiscal year 2023 underspend analysis.

Tom Hickmann felt it would be beneficial to engage with the Water Supply Committee regarding the underspend analysis.

### ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 7:26 p.m.

---

Todd Sanders, President

---

Jim Doane, Secretary



1

## **OPEN VISIT**

Last week, TVWD's Customer Information System vendor, Open International, was onsite to discuss the past year's successes, current challenges, and next steps. TVWD, CWS, and Open are working together to chart a path of continuous improvement to maximize our shared investment in the billing system.

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## RATE OPEN HOUSE SESSIONS

As a reminder, TVWD's next virtual forum sessions will be held noon, August 2 and 17, and focus on water rate increases. Pre-registration is not required. You can find the link at: [www.tvwd.org/talkingwater](http://www.tvwd.org/talkingwater).

In addition, an in-person rate open house is scheduled for Saturday, August 5, 9:00am, at TVWD headquarters.

## BOARD COMMUNICATIONS LOG

There was one update to the Board Communications Log this month. Notes from the June 28<sup>th</sup> Finance Committee meeting were transmitted to Commissioners.

**Willamette Water Supply**  
*Our Reliable Water*

**Willamette Water Supply System Commission  
Update**

TVWD Board Work Session  
August 1, 2023

5

**Outline**

```
graph LR; A[Review August WWSS Commission Board Meeting Agenda] --> B[Review Approvals and Procurements Forecast]; B --> C[Update on WWSP Activities]
```

**Review August WWSS Commission Board Meeting Agenda**

**Review Approvals and Procurements Forecast**

**Update on WWSP Activities**

**Willamette Water Supply**  
*Our Reliable Water*

6

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## REVIEW AUGUST WWSS COMMISSION BOARD MEETING AGENDA

Willamette Water Supply  
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7

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## Willamette Water Supply System Commission August 1, 2023 Board Meeting Agenda

1. Executive Session
2. General Manager's Report
3. Public Comment
4. Consent Agenda
  - A. Approve the June 1, 2023 meeting minutes
5. Business Agenda
  - A. Approve Communications and Outreach Service Contract Amendment
6. Information Items
  - A. Planned October Business Agenda items
  - B. The next Regular Board Meeting scheduled on October 5, 2023

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# REVIEW APPROVALS AND PROCUREMENTS FORECAST


9

9

## Approvals and Procurement Forecast for June – October 2023

### Program Baseline or Related Plans

Description	Program Director	WWSS Management Committee	WWSS Commission Board
None	--	--	--


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## Approvals and Procurement Forecast for June – October 2023

### Real Estate

Description	Program Director	WWSS Management Committee	WWSS Commission Board
None	--	--	--

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## Approvals and Procurement Forecast for June – October 2023

### IGAs, MOUs, Permit Commitments

#### City of Sherwood

- DCS\_1.0 Broadband Services IGA (June)
- WTP\_1.0 Financial Security Assurance for Sherwood Public Improvements (August)

#### City of Wilsonville

- Ground Lease for Raw Water Pipeline, Amendment No. 2 (June)

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Approvals and Procurement Forecast for June – October 2023

## Contracts

Title	Goal	Value	Key Dates
None	--	--	--

Approvals and Procurement Forecast for June – October 2023

## Contract Amendments and Change Orders\*

Title	Goal	Value	Key Dates
WWSP Program and Construction Management Services FY 2024 Annual Work Plan	Approve scope, staffing, and fee for program and construction management services for FY 2024	\$23.2M	WWSS Board Approval: 6/1/2023
Communications and Outreach Service Contract Amendment	Provide continuing public outreach during the term August 1, 2023 through June 30, 2024	\$531k	WWSS Board Approval: 8/3/2023

\*having values higher than the Program Director's authority

## Approvals and Procurement Forecast for June – October 2023

# Local Contract Review Board Rule Exemption

Title	WWSS Management Committee Approval	WWSS Board Informational Item	WWSS Board Consider Approval
None	--	--	--

15

## UPDATE ON WWSP ACTIVITIES

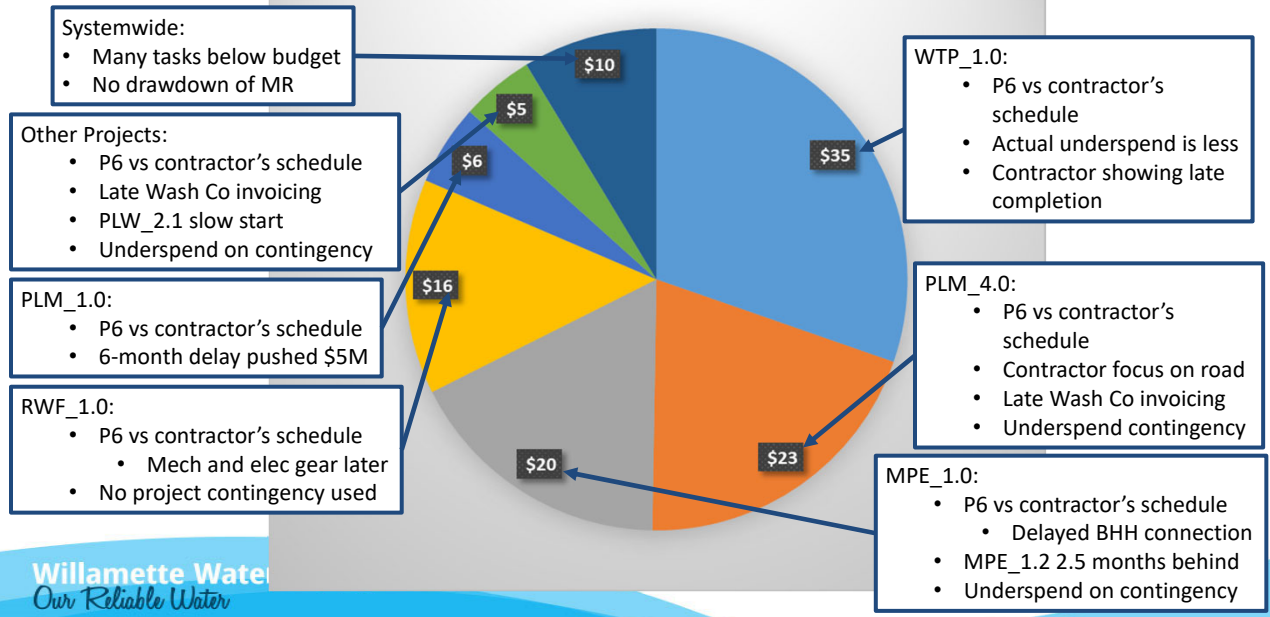
16

## Fiscal Year 2023 Underspend Analysis

- Planned FY 2023 spend per Baseline 7.1: \$431M
- Actual spend through June 30, 2023: ~\$280M
- Categories of underspend:
  - Actual costs lower than budget
  - Differences between our P6 schedule and the contractor’s schedule
  - Projects that are behind but on track to finish on time
  - Project with some schedule concerns

17

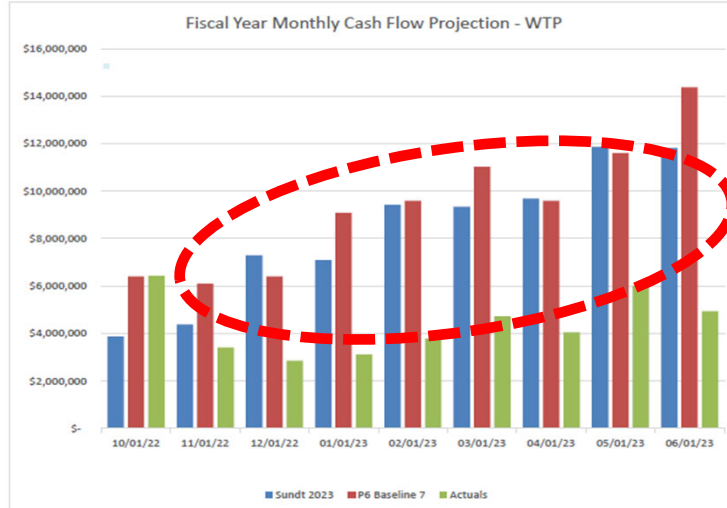
## Projected Cashflow Variance from Baseline for FY 2023



18



## WTP Spend Has Been Short Since Last November



**\$35M Underspend**

## WTP Team Working on Corrective Action Plan

- Agreed on plan with contractor
- Resolve three Time Impact Analyses
  - Ductile iron pipe
  - Underslab pipe encasement
  - DIP-related delays
- Address schedule quality issues
- “In-time” completion will likely require acceleration

ID	Task Name	Duration	Start	Finish	Predecessor	Level
1	WTP #1 & 2 Progress Schedule Catch-up Plan	234 days	Tue 11/2/22	Fri 10/2/23		1
2	Baseline to Feb 28 Review Plan	184 days	Tue 11/2/22	Tue 1/24/23		1
3	Baseline Information Review and Rebuild	185 days	Tue 11/2/22	Mon 1/23/23		1
4	WSPF Review Comments Walk with Sundt	2 days	Tue 1/23/23	Tue 1/23/23	3	1
5	Make Corrections Noted	0 days	Tue 1/23/23	Tue 1/23/23	4	1
6	March 22 to June 22 Catch-up	92 days	Tue 1/23/23	Mon 6/26/23		1
7	Review and Rebuild Schedule Submission	0 days	Tue 1/23/23	Tue 1/23/23	6	1
8	March 22 to June 22 Progress Update Review & Comments	94 days	Wed 1/24/23	Mon 6/26/23		1
9	Make Corrections and Return	34 days	Tue 6/26/23	Fri 8/2/23	8	1
10	Quality Accepted and Approval Schedule Update	3 days	Mon 8/2/23	Mon 8/2/23	9	1
11	Feb 28 to June 22					1
12	TA #62 - Area 28 Underlap Pipe Impacts	39 days	Wed 1/24/23	Tue 3/20/23		1
13	TA #62 - Area 28 Underlap Pipe Impacts	39 days	Wed 1/24/23	Mon 1/24/23		1
14	TA #62 Review	5 days	Wed 1/24/23	Tue 1/24/23	13	1
15	Fact and Rational Walk with Sundt	3 days	Wed 1/24/23	Wed 1/24/23	14	1
16	Issue Recommendation with Rational	3 days	Thu 1/25/23	Mon 1/29/23	15	1
17	TA #62 Closed	0 days	Mon 1/29/23	Mon 1/29/23	16	1
18	TA #62 - Area 28 Underlap Pipe Encasement Changes	21 days	Tue 6/26/23	Tue 8/2/23		1
19	TA Adjustments from March to June Catch-up Review	24 days	Tue 6/26/23	Fri 8/2/23	18,17	1
20	Fact and Rational Walk with Sundt	2 days	Mon 8/2/23	Tue 8/2/23	19	1
21	Issue Recommendation with Rational	3 days	Wed 8/2/23	Tue 8/2/23	20	1
22	TA #62 Closed	0 days	Tue 8/2/23	Tue 8/2/23	21	1
23	TA #62 - DC 28 24 Pipe Changes	21 days	Wed 1/24/23	Wed 6/28/23		1
24	TA Adjustments from March to June Catch-up Review	34 days	Wed 1/24/23	Mon 6/26/23	23,25	1
25	Fact and Rational Walk with Sundt	2 days	Tue 6/26/23	Wed 6/26/23	24	1
26	Issue Recommendation with Rational	3 days	Thu 6/27/23	Wed 6/28/23	25	1
27	TA #62 Closed	0 days	Wed 6/28/23	Wed 6/28/23	26	1
28	Recovery Planning	24 days	Wed 6/27/23	Mon 8/14/23		1
29	Recovery Planning Part 1	5 days	Wed 6/27/23	Tue 7/4/23	28	1
30	Recovery Planning Part 2	5 days	Wed 7/4/23	Tue 7/11/23	29	1
31	Recovery Planning Summary / Options	3 days	Wed 7/11/23	Fri 7/13/23	30	1
32	Recovery Plan Options Costs & Improvements Presentations	4 days	Mon 7/16/23	Fri 7/21/23	31	1
33	WSPF Decision on Recovery Options	0 days	Fri 7/21/23	Fri 7/21/23	32	1

## WWSP Will Improve Forecasting and Reporting

- Account for differences between P6 and the contractors' schedules
- Improved monthly updates to account for real-time changes in the field
- Due to timing of Baseline preparation, achieving perfect alignment with actual spend timing will remain elusive
  - September-November – data for next Baseline collected
  - January – obtain approval of Baseline to seek Board approval
  - February-April – request Board approval of next Baseline
  - April-June – Partners update financial plans for new Baseline
  - July – new fiscal year based on information from last fall

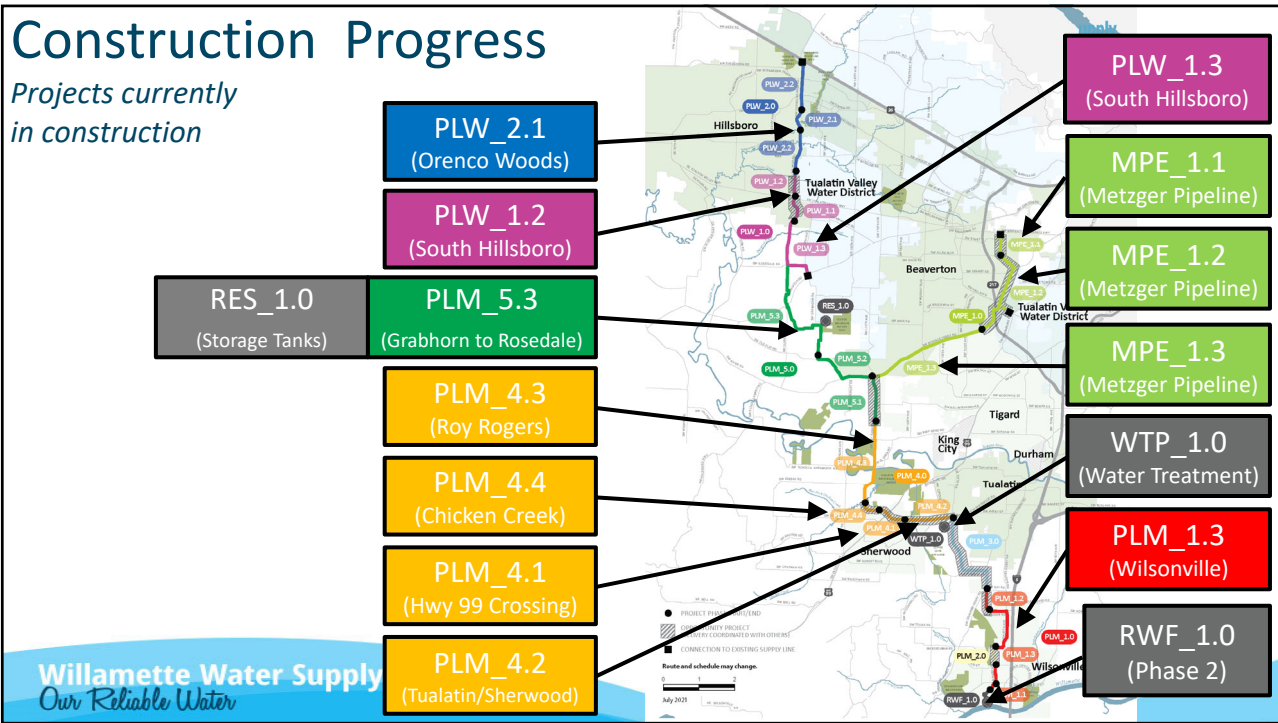
21

## WWSP CONSTRUCTION UPDATES

22

# Construction Progress

Projects currently in construction



23

## Estimated Construction Physical Percent Complete

		0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%	
Raw Water Facility	RWF_1.0 (Phase 1)	[100% Complete]											✓
	RWF_1.0 (Phase 1.5)	[100% Complete]											✓
	RWF_1.0 (Phase 2)	[10% Complete]											
Raw Water Pipelines	PLM_1.1	[100% Complete]											✓
	PLM_1.2	[100% Complete]											✓
	PLM_1.3	[25% Complete]											
	PLM_2.0	[100% Complete]											✓
	PLM_3.0	[100% Complete]											✓
Water Treatment Plant	WTP_1.0	[10% Complete]											
Finished Water Pipelines	PLM_4.1	[85% Complete]											
	PLM_4.2	[15% Complete]											
	PLM_4.3	[45% Complete]											
	PLM_4.4	[70% Complete]											
	PLM_5.1	[100% Complete]											✓
Reservoir	RES_1.0/PLM_5.3	[50% Complete]											
	PLM_5.2	[100% Complete]											✓
Finished Water Pipelines	PLW_1.1	[100% Complete]											✓
	PLW_1.2	[75% Complete]											
	PLW_1.3	[85% Complete]											
	PLW_2.1	[5% Complete]											
	MPE_1.1	[70% Complete]											
	MPE_1.2	[65% Complete]											
	MPE_1.3	[15% Complete]											

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Completed This Period  
Previously Completed

Estimate is an opinion based on (1) actual costs paid, (2) pay applications in development, and (3) field staff observations. Refer to published reports for fully-vetted information.

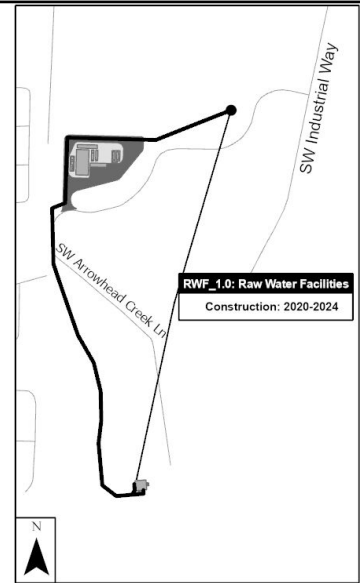
24

## RWF\_GMP-2.0

Contractor: Kiewit Infrastructure West Co.  
 Designer: Black & Veatch

### Current and Planned Activities:

- Installing cement masonry unit (CMU) block walls at Electrical Building
- Beginning install of structural steel embeds in CMU
- Completed concrete placement for Transformer slab and for Surge Tank slab
- Electrical subcontractor working on electrical duct banks and embedded conduits
- Began footing for perimeter wall along west property line
- Completed turnover of Lower Site park maintenance to City of Wilsonville Parks Department



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## Construction Photos – RWF\_GMP-2.0

Upper Site:  
 Electrical Building and ancillary structures progress.



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## Construction Photos – RWF\_GMP-2.0

Upper Site:  
Electrical  
Building  
CMU wall  
progress.  
Backfilling  
around  
Transformer  
slab.



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## Construction Photos – RWF\_GMP-2.0

Upper Site: Excavation  
for perimeter wall  
footing.



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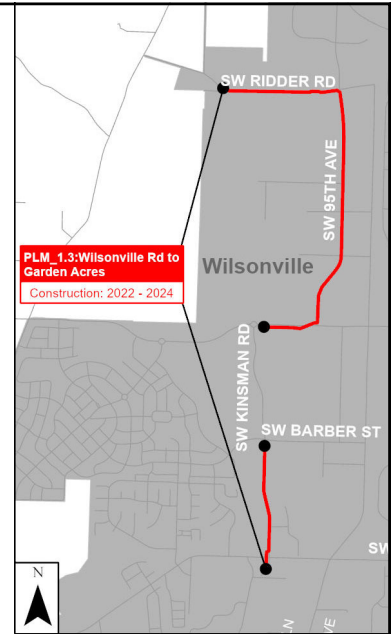
28

# PLM\_1.3

Contractor: Moore Excavation Inc.  
Designer: HDR

## Current and Planned Activities:

- Completed tunnel and carrier pipe under Wilsonville Road
- Continued 66" open cut waterline on north end of 95<sup>th</sup> Avenue – 3600 LF (30%) installed
- Starting 66" open cut waterline on Kinsman Road in late July



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# Construction Photos - PLM\_1.3

Waterline installation on 95<sup>th</sup> Avenue



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## Construction Photos - PLM\_1.3

66-inch carrier pipe installation at Wilsonville Road trenchless crossing



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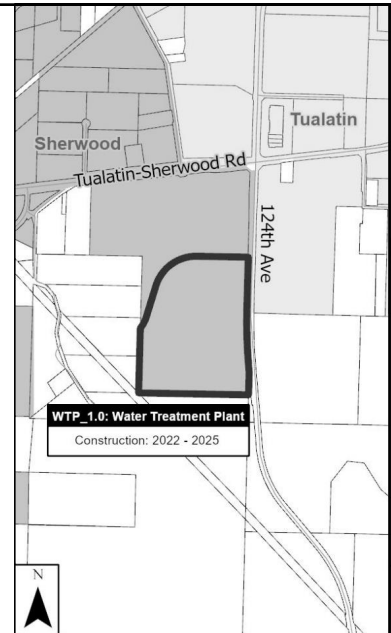
31

## WTP\_1.0

Contractor: Sundt Construction, Inc.  
Designer: CDM Smith

### Current and Planned Activities:

- Electrical duct bank along Orr Drive nearly complete (crossed 124<sup>th</sup> Avenue toward PGE connection)
- Continued yard piping and concrete pipe encasements
- Continued wall concrete placements at Area 30 (UV building).
- Grading for concrete slab at Area 35 (Clearwell)
- Continued wall and slab concrete at Area 37 (EQ Basin)
- Continued wall concrete placements at Area 53 (Finished Water Pump Station).



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## Construction Photos - WTP\_1.0

WTP\_1.0 site  
looking south



33

## Construction Photos - WTP\_1.0

Area 28 & 30  
Under slab Piping



34



## Construction Photos - WTP\_1.0

UV area walls and yard piping



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## Construction Photos - WTP\_1.0

Finished water pump station



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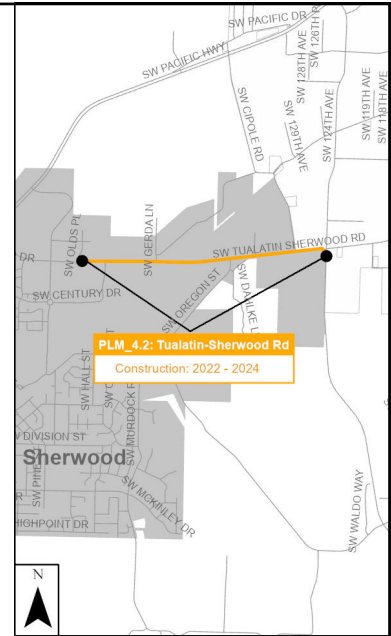
36

## PLM\_4.2

Partner: Washington County  
 Contractor: Kerr/Emery JV  
 Designer: Brown & Caldwell

### Current and Planned Activities:

- Traffic has shifted to the south side of Tualatin-Sherwood Road along the WWSP alignment
- Tree removal and demo has started on the north side
- WWSP submittals
- WWSP work scheduled to start August/September

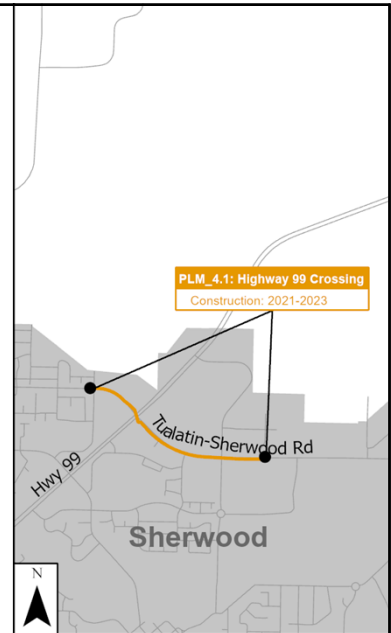


## PLM\_4.1

Partner: Washington County  
 Contractor: Moore Excavation Inc.  
 Designer: Brown & Caldwell

### Current and Planned Activities:

- 66" waterline is completely installed
- Appurtenance piping and vaults
- Cathodic protection system installation
- Continue road widening along the south side of Tualatin-Sherwood Road



## Construction Photos – PLM\_4.1

Constructing blowoff at  
Baler Way and  
Tualatin-Sherwood  
Road



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## Construction Photos – PLM\_4.1

Road paving on Roy  
Rogers Road near  
Borchers Drive



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# Construction Photos – PLM\_4.1

Road widening on Tualatin Sherwood Road near Langer Farms Parkway

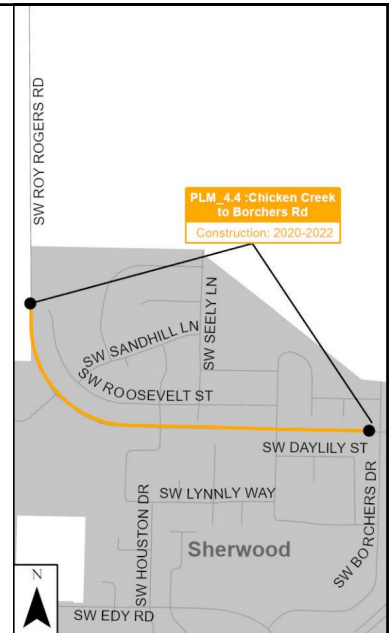


# PLM\_4.4

Partner: Washington County  
Contractor: Tapani Inc.  
Designer: Brown & Caldwell

## Current and Planned Activities:

- 66" waterline installation completed with the exception of the tie-ins to PLM\_4.1 and PLM\_4.3
- Appurtenances starting in July
- Testing/disinfection scheduled for August



## Construction Photos – PLM\_4.4

Setting pipe along Roy Rogers Road near Borchers Drive



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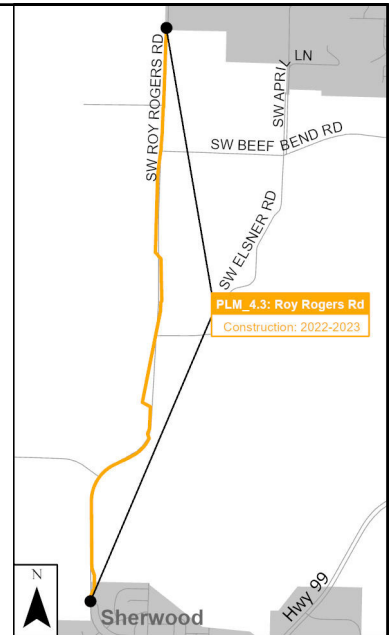
43

## PLM\_4.3

Contractor: Tapani Inc.  
Designer: Brown & Caldwell

### Current and Planned Activities:

- Tualatin River Crossing – Tunnel completed and currently installing carrier pipe. Annular space grouting to follow.
- Chicken Creek Crossing - shafts complete, setting up for tunneling to begin in late July
- Constructing pipeline access road along west side of Roy Rogers Road, north of Tualatin River Crossing



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## Construction Photos – PLM\_4.3

Roy Rogers Road at Chicken Creek. Constructing tunnel shafts.



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## Construction Photos – PLM\_4.3

Chicken Creek Launch Shaft Site



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2023/07/06 12:10

46

## Construction Photos – PLM\_4.3

Chicken Creek Crossing  
MTBM arriving on site

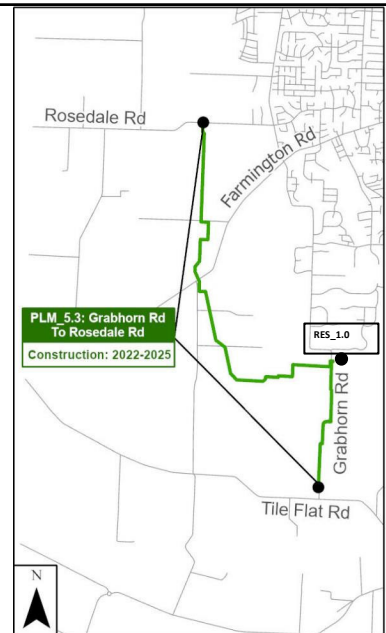


## RES\_1.0 / PLM\_5.3

Contractor: Hoffman-Fowler JV  
Designer: Black & Veatch / Jacobs

### Current and Planned Activities:

- RES\_1.0
  - Reservoir concrete floor slab complete
  - Reservoir wall footing rebar, seismic cables, concrete pours
  - Reservoir: start building wall forms
  - East Valve Vault walls and roof concrete pours complete
  - Flowmeter Vault wall pours complete, form and rebar for roof deck
  - Start installation of 4-inch, 8-inch and 12-inch ductile iron yard pipe
  - Water Quality Building: installation of underground utility conduits
- PLM\_5.3
  - Continue installation of 66" waterline – approximately 17,500 LF (87%) installed
  - Continue installation of 66" waterline trench cut-off walls, cathodic protection systems & restoration



## Construction Photos – RES\_1.0

Section 9 – Reservoir floor pours complete



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## Construction Photos – RES\_1.0

Section 1 – Reservoir wall footer rebar & seismic cable installation



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## Construction Photos – PLM\_5.3

66" waterline installation along Grabhorn Road



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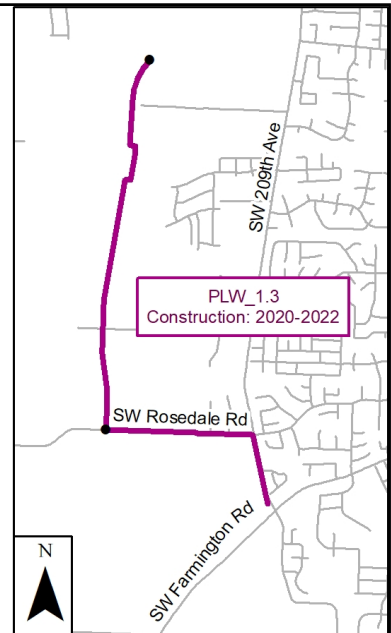
51

## PLW\_1.3

Contractor: Tapani, Inc.  
Designer: Kennedy/Jenks

### Current and Planned Activities:

- Punchlist
- Add power to Butternut Creek turnout site
- Closeout



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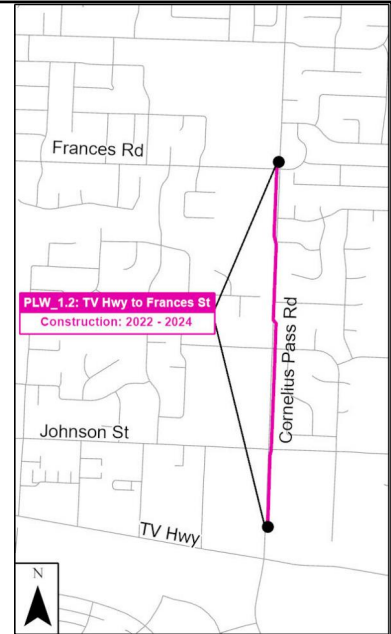
52

## PLW\_1.2

Partner: Washington County  
 Contractor: Tapani, Inc.  
 Designer: Kennedy/Jenks

### Current and Planned Activities:

- Reedville Park Turnout vault and piping installation
- Pressure test and disinfect 18" waterline on Frances Street
- Cornelius Pass Road base paving



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## Construction Photos – PLW\_1.2

Connection of 48" waterline to PLW\_1.1



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## Construction Photos – PLW\_1.2

Installation of terminal boards for 48" waterline cathodic protection



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## Construction Photos – PLW\_1.2

Precast vault installation at Frances Steet turnout



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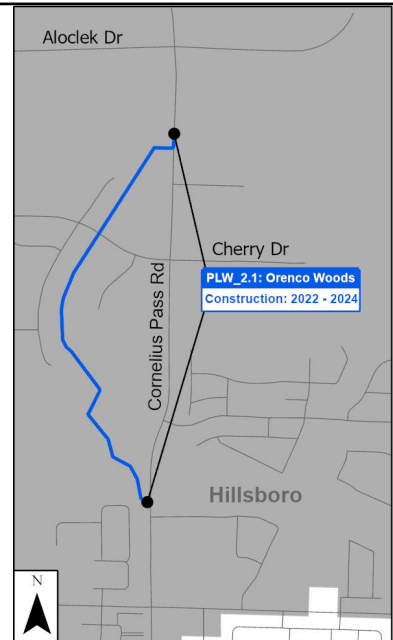
56

# PLW\_2.1

Contractor: Moore Excavation, Inc.  
 Designer: Kennedy/Jenks

## Current and Planned Activities:

- Continue mobilization
- Orenco Woods Nature Park construction entrance
- Temporary Rock Creek diversion
- 48" waterline installation within Orenco Woods Nature Park
- Trenchless crossing underneath TriMet Light Rail



57

# Construction Photos – PLW\_2.1

Construction trailers arrive at staging area



58

## Construction Photos – PLW\_2.1

Erosion control installed within Orenco Woods Nature Park

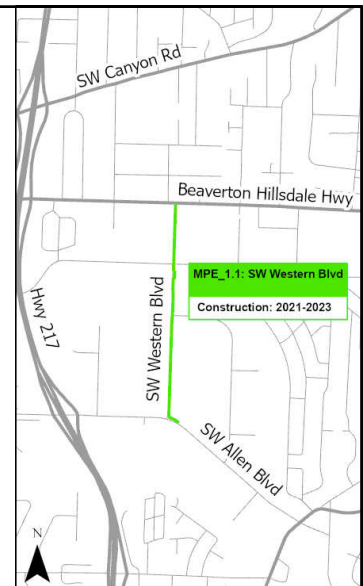


## MPE\_1.1

Partner: City of Beaverton  
Contractor: Moore Excavation Inc.  
Designer: Brown & Caldwell

### Current and Planned Activities:

- Final paving of Western Avenue completed
- Striping, final signage and ADA ramps
- Street lighting and traffic signal poles at 5<sup>th</sup> and Allen intersections
- WWSP punch list and closeout for partial substantial completion



## Construction Photos – MPE\_1.1

Final paving and landscaping on Western Avenue



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## Construction Photos – MPE\_1.1

New sidewalks, signal cabinets and landscaping in place at Western / Allen intersection



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# MPE\_1.2

Contractor: Emery & Sons  
 Designer: Brown & Caldwell

## Current and Planned Activities:

- 16" CoB and 24" WWSP waterlines open cut installation on Hall Blvd. (nights)
- 48" waterline and appurtenances on Allen Blvd.
- 48" waterline appurtenances near lower Fanno Creek
- PFC building roof and pond
- Pavement restoration



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# Construction Photos – MPE\_1.2

PFC Building CMU walls and steel trusses



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## Construction Photos – MPE\_1.2

48-inch waterline installation on Allen Blvd.



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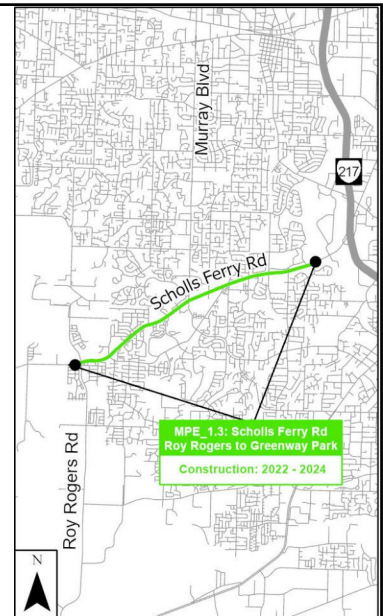
65

## MPE\_1.3

Contractor: Emery & Sons  
Designer: Brown & Caldwell

### Current and Planned Activities:

- 48" waterline installation on Scholls Ferry Road headed west near 125<sup>th</sup> Avenue (night work)
- PGE relocation at Conestoga Road
- Turnout vault at Roy Rogers Road – concrete formwork and rebar



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66



## Construction Photos – MPE\_1.3

Scholls Ferry Rd. traffic control for waterline installation at 125<sup>th</sup> Avenue



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## Construction Photos – MPE\_1.3

48" waterline installation at 125<sup>th</sup> Avenue intersection



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**QUESTIONS?**

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# Board Special Meeting Minutes

August 1, 2023

**TUALATIN VALLEY**  
WATER DISTRICT

**SPECIAL SESSION – 6:00 PM**

## CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher; Elliot Lisac, Todd Sanders

Staff Present: Tom Hickmann, Chief Executive Officer; Clark Balfour, General Counsel; Paul Matthews, Chief Financial Officer; Pete Boone, PE, Chief Operating Officer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Outreach and Engagement Coordinator; Tim Boylan, IT Services Director and Sam Kaufmann, District Recorder.

## 1. PUBLIC HEARING

- A. First reading of Ordinance 01-23 - An Ordinance amending and restating rules and regulations section 7.0 leak adjustment policy. *Staff Report – Andrew Carlstrom, Customer Service Manager*

Andrew Carlstrom presented his staff report on Ordinance 01-23

Tom Hickmann described customers who would potentially benefit from the proposed Ordinance revisions.

Commissioner Sanders called for public comment. There was none.

Motion was made by Doane, seconded by Lisac to allow for the first reading of Ordinance 01-23 by title. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

Clark Balfour read Ordinance 01-23 aloud, by title.

## ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 6:14 p.m.

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Todd Sanders, President

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Jim Doane, Secretary



# TUALATIN VALLEY WATER DISTRICT

**Date:** August 16, 2023

**To:** Board of Commissioners

**From:** Kylie Bayer, Human Resources Director

**Subject:** Informational Report: Board Policy to Name Buildings, Sites, and Areas

**Key Concepts:**

- The Board may wish to honor contributions of individuals by naming buildings, sites, and areas in their honor.
- Naming policies provide the criteria necessary to ensure consistency and the furtherance of the District's reputation and brand.

**Background:**

The need for a naming policy became apparent with the passing of former Commissioner Dick Schmidt as the Board wishes to honor Commissioner Schmidt's contributions to the District. Staff reviewed naming policies and practices in local government and higher education to craft this draft policy for Board consideration. This policy may be considered when the Board reviews its full policy manual.

There are several factors to consider in a naming policy, such as:

1. The individual for whom a building, area, or site is named must reflect positively on the District.
2. The ability to recall naming for a building, area, or site should an honoree's conduct or behavior reflect poorly on the District after naming has occurred.
3. Guidance for managing naming when a building, site, or area is no longer of use to the District.
4. Consistency through use of a naming convention and alignment with District brand.

The attached draft naming policy addresses the factors listed above.

**Budget Impact:**

There are no budget impacts to consider with the adoption of this Board policy.

**Attachment:**

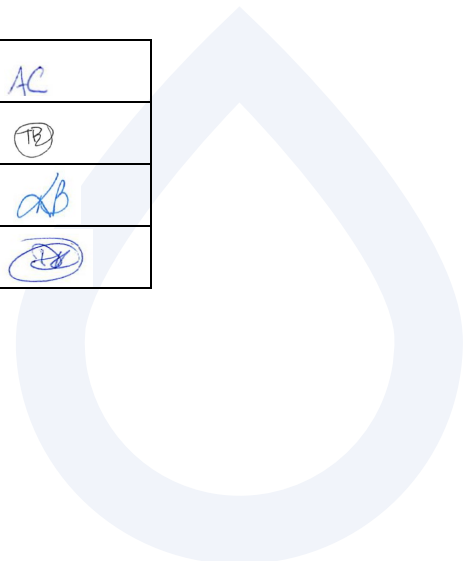
Draft Board Policy: Chapter 12 – Naming Buildings, Sites, and Areas

**Staff Contact Information:**

Kylie Bayer, Human Resources Director; 503-577-1935; kylie.bayer@tvwd.org

**Leadership Team Initials:**

Chief Executive Officer	<i>TRH</i>	Customer Service Manager	<i>AC</i>
Chief Operating Officer	<i>PDB</i>	IT Services Director	<i>TB</i>
Chief Financial Officer	<i>Pon</i>	Human Resources Director	<i>KB</i>
General Counsel	N/A	Water Supply Program Director	<i>JB</i>



## Chapter 12 – Naming Buildings, Sites, and Areas

### 1. Naming in Recognition of Distinction

- a. The District may wish to honor extraordinary or distinguished contributions of individuals to humanity, the United States, the State of Oregon, Washington County, or to the District.

When a building, site, or area is proposed to be named for an individual associated with the District, it is recommended that not less than three years shall lapse between the end of the individuals service to the District and a naming proposal.

If a building, site, or area is to be named in recognition of outstanding service, the Chief Executive Officer shall determine whether the person is worthy of the honor, whether the recommendation has the support of individuals who use the building, room, significant area, or program, before making a recommendation to the Board of Commissioners for approval.

- b. No naming will be approved or once approved, sustained, that calls into serious question the respect of the District.
- c. Names of buildings, sites, or areas should lend prestige to the District including, staff, customers, and the community. The credentials, character, and reputation of individuals for whom the naming of a building, site, or area is being considered shall be scrutinized and evaluated.
- d. When a building, site, or area has been named, the District will continue to use that name so long as the building, site, or area remains in use and serves its original function. When the use has changes such that it must be demolished, substantially renovated, or rebuilt, the District may retain the use of the name, name another comparable building, site, or area, or discontinue the use of the name.

### 2. Naming Convention

- a. Buildings, sites, and areas should have names that include the last name of the honored individual and the primary function (e.g., Brown Reservoir, Smith Conference Room).
- b. Plaques and signage should be tasteful, discrete, and consistent with other District signage.