



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

Special Board Meeting Agenda

August 1, 2023

SPECIAL SESSION – 6:00 PM – TVWD HEADQUARTERS

CALL TO ORDER

1. BUSINESS AGENDA

- 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*

ADJOURNMENT

If you wish to attend this meeting remotely or in person, please email sam.kaufmann@tvwd.org or call 503-848-3094 by 4:30 p.m. on August 1, 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.





TUALATIN VALLEY

WATER DISTRICT

Date: August 1, 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.

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.

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.

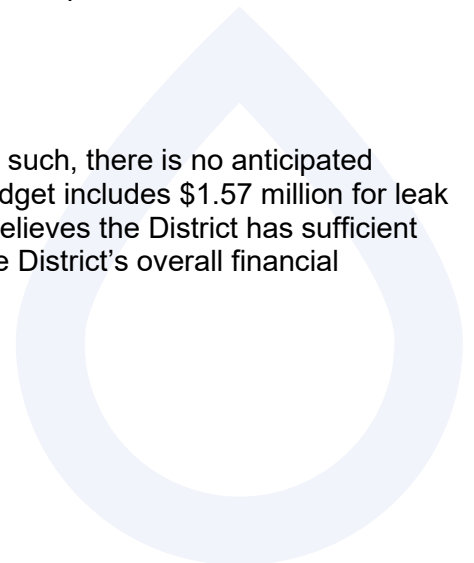
The proposed change to the Water Loss Adjustment Policy will update the calculation formula, from an adjustment allowance of 50% of excess water use to a formula that simply reflects the variable unit cost of water, a number which will be updated by the District on an annual basis. The variable unit 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.

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

Attachments:

Proposed Ordinance
Proposed Changes to Rules and Regulations

Leadership Team Initials:

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



RULES AND REGULATIONS

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

Adopted By Ordinance No. 01-~~2324~~

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

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.

Todd Sanders, President

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

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**.