



PERRYDALE DOMESTIC WATER ASSOCIATION
WATER USER'S AGREEMENT

THIS AGREEMENT, between PERRYDALE DOMESTIC WATER ASSOCIATION, an Oregon Cooperative Corporation, hereinafter called the "Association", and _____, hereinafter called the "Member", a member of this Association,

WITNESSETH: WHEREAS the Member desires to have water delivered to his property through the Association's domestic water system and to enter into a Water User's Agreement as required by the By-Laws of the Association:

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

- 1) Subject to the limitations hereinafter provided, the Association agrees to furnish water at the following described property:
- 2) _____ TAX LOT _____
- 3) The Member hereby grants the Association, its successors or assigns, a right to go upon the Member's land at reasonable times, during normal business hours, for the purpose of inspecting all facilities connected to its water system for the purpose of determining the Member's compliance with the Association Rules and Regulations.
- 4) The Member shall install and maintain at his own expense a customer service line which shall begin at the Association's double check valve and extends to the dwelling or place of use. The meter location and installation of the customer service line shall be in accordance with the Rules and Regulation of the Association. If the Member's customer line crosses the property of another party, the Member shall be required to obtain and to provide a copy of a recorded easement permitting such customer line prior to connecting to the Association's mainline.
- 5) The Member may have delivered through a single service line only such water as may be necessary to supply the needs of a single use or occupancy under the Rules of the Association; and Member shall not cause or permit such water to be used, supplied or connected to any other use or occupancy, except by express consent of the Board of Directors of the Association, which consent shall be given only upon application in cases of urgent necessity, for the members of the immediate family of the Association Member, and for a
- 6) time limited by the Board of Directors.
- 7) In the event the total water supply shall be insufficient to meet all of the members or in the event there is a shortage of water, the Association may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto, or prohibit the use of water for garden purposes; provided that if, at any time, the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock, garden, industrial and commercial purposes, the
- 8) Association must first satisfy all the needs of the members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all of the members for both domestic and livestock purposes before supplying any water for garden and industrial and commercial purposes.
- 9) The Member agrees to comply with the laws, rules and regulations of the Oregon State Board of Health or other governmental bodies having jurisdiction over water use and sanitation, including all Policies, Rules and Regulations of the Association. The member grants and conveys to the Association a perpetual easement for the placement of, access to, use, maintenance, repair and replacement of water transmission lines and related valves and other appurtenances through their property. NO OTHER PRESENT OR FUTURE SOURCE OF WATER SHALL BE CONNECTED TO THE WATERLINES RECEIVING WATER UNDER THE TERMS OF THIS AGREEMENT AND THE MEMBER SHALL
- 10) DISCONNECT FROM SUCH WATERLINES ANY EXISTING WATER SUPPLY SYSTEM BEFORE CONNECTING OR SWITCHING TO THE WATER
- 11) SUPPLIED BY THE ASSOCIATION. Member shall pay an annual cross connection testing charge as the Association may by Resolution require for the protection of the membership.
- 12) The Member agrees to pay for such water as Member may use at the rates prescribed by the Board of Directors of the
- 13) Association pursuant to the provisions of the By-Laws of the Association, the water delivered through each service line being metered and the cost thereof determined separately. A flat minimum monthly rate shall be charged each Member for the first 3,000 gallons of water or any fraction thereof, such flat minimum rate to be payable irrespective of whether any water is used by the Member during such period, and that additional charges will be made for the additional water used by each Member. The determination of the

quantity of water used by each Member will be based upon readings of water meters installed by the Association as provided for by the By-Laws. The rates to be charged by the Association shall always be sufficient to enable it to pay all costs of operation and maintenance of the water system and interest and principal on loans and other indebtedness of the Association and to provide funds to meet replacements and additions to the system and unforeseen contingencies. The member further agrees to connect his service lines to the Association's distribution system and

- 14) shall commence to use water from the system within 30 days after the date that the water is made available to the Member by the Association. Water charges to the Member shall commence on the date that the service is made available.
- 15) Payment of the monthly member charge shall be made at such time as the Board of Directors of the Association may prescribe; provided that if the payment of such charges is not made for a period of 30 days after they become due, the Association shall have the right to refuse to deliver water to the Member until payment is made; and provided further that in the event payment of such charges is not made for a period of 60 days after they become due, the Association may, in addition to all other rights and remedies that it may have, elect to purchase the Member's Certificate and terminate his membership in the manner provided for in the By-Laws and, in such event, the Member shall not be entitled to receive, nor the Association obligated to deliver, any water under this agreement.
- 16) In the event the Member shall breach Member's contract by refusing or failing, without just cause, to pay monthly water rates or charges described herein, upon the occurrence of said events, the Member agrees to pay to the Association all sums owed plus interest thereon at a rate to be established or modified by the Board of Directors, plus an administrative charge as established or modified by the Board of Directors to reimburse costs incurred by the Association for collection of such amounts or enforcement of such delinquency.
- 17) The Member shall notify the Association within 10 days of the closing of any sale of his land which is serviced by the water supply of the Association. A sale for such purposes shall include a sale upon terms, a contract of sale whereby the Member agrees to convey title to a purchaser upon payment of the full purchase price, or a lease for a duration of more than one year by the terms of which lessee has an option to purchase. Upon receipt of such notice, the Board of Directors shall consider whether the Member is eligible for continued membership in the Association, and whether the purchaser of such property shall be considered for membership upon his application.
- 18) If for any reason waterlines of the Association do not become accessible to the property described in this agreement, there shall be no liability on the part of the Association or its officers or directors; but if such waterlines do not become accessible for use by the property described in this agreement within 12 months from the date of completion of the Association's initial distribution system, or extension of such system, then either party shall have the right to terminate this agreement by written notice to the other party, and if the Member makes such request, he shall be entitled to a refund of all fees paid to the Association, which shall be due and payable upon order of the Board of Directors.
- 19) This contract shall be in full force and effect continuously hereafter so long as the Member shall continue to be a member of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _____, _____.
(this is the date of final sale)

PERRYDALE DOMESTIC WATER ASSOCIATION
An Oregon Cooperative Corporation

By _____
Perrydale Domestic Water Association

ATTEST:

SECRETARY

MEMBER

MEMBER

OFFICE HOURS: Monday through Friday 8am – 1pm

11475 W PERRYDALE RD. AMITY, OR 97101 – 503-835-7221 – EMAIL – office@perrydalewater.com

<https://pdwa.authoritypay.com/>