



PERRYDALE DOMESTIC WATER ASSOCIATION

RULES AND REGULATIONS

Section 1. DEFINITIONS

- 1.1** “ASSOCIATION” shall mean the Perrydale Domestic Water Association.
- 1.2** “BOARD” shall mean the Board of Directors of the Association.
- 1.3** “PERSON” shall mean and include any natural person, firm, co-partnership, association or corporation.
- 1.4** “MEMBER” shall mean any Person holding a membership certificate of the Association and entitled to water service pursuant to the Association’s Articles of Incorporation and By-Laws and any agreements executed between the Person and the Association.
- 1.5** “SYSTEM” shall mean any part or all of the water system owned and operated by the Association, and shall include all Service Lines to and including all double check valves and meters, but does not include Customer Lines as defined in Section 1.7
- 1.6** “SERVICE LINE” and “SERVICE CONNECTION” shall mean the pipe, valves, stops, fittings from a Main to and including the double check valve, meter and meter boxes.
- 1.7** “CUSTOMER LINE” shall mean the pipe, valves, and fittings leading from the double check valve to the premises served.
- 1.8** “MAIN” shall mean any pipe owned and maintained by the Association for the purpose of distributing water to Members.

Section 2 OWNERSHIP, RESPONSIBILITY AND LIABILITY

- 2.1 System Owned by Association.** The System is and shall remain the property of the Association and shall be managed and operated by the Board elected by the Members at their regular annual meetings, and shall serve as provided for in the By-Laws of the Association.
- 2.2 System Operated and Maintained by Association.** The entire System, including all Mains, Service Lines, double check valves, meters, reservoirs, pumping stations and all facilities and appurtenances shall be operated only by regularly employed and authorized personnel of the Association. No Person shall connect to any Main or service of the System or interfere with the operation of any of the facilities, nor turn on any meter or service, or operate



any valves except with authority of the Board or its designee. The Association shall maintain and repair its Mains, service pipes, meters, structures, facilities and all appurtenances so as to keep them in repair and operative condition at all times so far as practical and reasonable.

2.3 Non-Liability for Service Interruptions. The Association shall not be responsible for any damage caused by interruptions of water service from time to time for the purpose of repairing Mains, making extensions, repairing valves, pumps, and control devices, and for repairing, cleaning, maintaining and reconditioning reservoirs and storage tanks or any other part of the System. The Association shall, whenever feasible, give Members advance notice whenever it is known that service is to be interrupted for any appreciable length of time, but failure to give such notice shall in no manner cause the Association to become liable for loss or damage caused by service interruption or fluctuations in pressure.

2.4 OMITTED

2.5 Members Responsible for Customer Line. Members shall be responsible for the maintenance and repair of service piping between the Association's double check valve and premises served, and such lines shall be installed at such depth that pipe shall be protected from freezing and traffic. Owners of land adjacent to and upon which facilities of the Association are located shall take all reasonable precautions to protect the same from damage of any kind. Members shall be liable to the Association for the cost of the repair of any such facility damaged by a Member's negligence.

2.6 Members Responsible for Plumbing Within Buildings. All plumbing within buildings served by the Association, including plumbing fixtures, shall be installed and constructed as to prevent pollution of the System by back-siphonage or cross-connections. Water service to any premises known or found to have such defects and hazards shall be discontinued and not restored until such defects and hazards have been eliminated. The Association shall not assume the duty of inspecting the Customer Line or Members' plumbing and equipment, and shall not be responsible or liable for failure of the Member to receive service on account of defective plumbing or apparatus upon the Member's premises. Members shall be responsible for installing and maintaining any pressure regulators required to restrict water pressure delivered to Member's. The Association shall not be responsible for any damage resulting from excessive pressure reaching plumbing for which Members are responsible, including but not limited to increases in pressure resulting from removal of any pressure regulators if a Member was notified of or requested removal of the pressure regulator. In the event water pressure delivered by the Association to a Member is insufficient to meet the Member's needs, the Member shall be solely and exclusively responsible for the cost of any improvements, including but not limited to holding tanks and pumps, required to provide the desired level of pressure to the Member. The Association shall have no obligation to provide any designated level of water pressure to Members and shall have no liability for failing to deliver any level of pressure. The Member shall be responsible for rental charges due to any leakage occurring on the Member's premises, whether such Member has had notice of said leakage or not.



Section 3 APPLICATION FOR SERVICE

3.1 Membership Required for Service. The Association will require each prospective member to complete an Application for Membership and to pay a service connection charge and membership fee in such amounts as shall be established or modified by the Board. Applications must be made in writing on a form prescribed by the Association and filed with an authorized agent or employee. The application shall contain:

- 1) Signature of the applicant.
- 2) Location of the premises.
- 3) Address to which the statements for water rent shall be mailed or delivered.
- 4) Information the Association may require to determine which rate shall apply, or such other information as it may reasonably require.
- 5) The amount of the deposit paid.

3.2 Application as Request for Service. The application shall be considered as a request for service and shall not bind the Association to serve such applicant.

Section 4 SERVICE CONNECTION CHARGE

4.1 Calculation of Service Connection Charge. At the time the applicant files for water service and membership, a service connection charge shall be required. This charge shall cover the actual cost of the Association for installation of the service from the Main to and including the double check valve, meter, and the membership fee of the applicant. The Service Connection charge shall be in such amount as may be determined from time to time by the Board, but in no event less than the actual cost of the Association as herein provided including a capacity charge for capital construction costs previously incurred by the Association for added water service capacity.

4.2 Non-Standard Connections. Where the Main is in a public right-of-way, the meter will be placed at the right-of-way line nearest the property to be served for the standard connection fee, provided the length of service does not exceed the width of the right-of-way. Where the Main is on private property, the maximum length of Service Line furnished and installed by the Association for the standard connection fee shall not exceed sixty feet. If the



length of Service Line to the meter location exceeds the maximum stated, an additional charge shall be made based upon the actual cost of material and labor incurred.

Section 5 DEPOSITS

5.1 Establishment of Credit. The credit of an applicant for water service must be established before the commencement of the service. The credit of the applicant for service will be deemed to have been established when the applicant has fully paid the service connection charge and membership fee.

5.2 Reestablishment of Credit. A Member whose service has been discontinued for failure to pay for water furnished, may be required to reestablish their credit as follows:

- 1) If the Member has a deposit on file, the Member shall pay their delinquent water charge in full.
- 2) If the Member has not heretofore paid a deposit, or the deposit has been consumed by non-payment, then a deposit may be required at the discretion of the Board, plus payment of the Member's delinquent water bill.

An applicant for water service who was previously a Member of the Association at the premises or some other premises, and who is indebted to the Association for unpaid bills for material, labor, or water will be required to pay all outstanding indebtedness and establish credit as provided in Section 5.1.

5.3 Receipts; Return of Deposit. At the time of giving the deposit as required in Sections 5.1 and 5.2, the Member shall be given a receipt for the same. The deposit will be returned to the Member upon surrender to the Association of the deposit receipt properly endorsed when the service is discontinued by the Member, except where there are charges due to the Association for water service to the Member, or for material or labor, in which case the deposit will be applied to the charge and the excess portion thereof, if any, will be returned.

5.4 Service Fee for Turning Water On and Off. If water service is discontinued to a Member by reason of the Member's failure to comply with the rules and regulations of the Association or to promptly pay for water furnished, the Association shall charge and collect a service fee in such amount as has been established by the Board for the turning on of water to such premises if such Member is reinstated. The Association shall be authorized to charge and collect a service fee in such amount as has been established by the Board for turning water off and on at the Member's request.



Section 6 CONTRACTS

6.1 Water User’s Agreement Required for Service. In the event that the premises of a Member is connected for water service, the Member shall be required to sign a “Water Users Agreement,” which shall provide, among other terms, that the Member agrees to abide by such rates, rules and regulation as are in effect at the time of signing thereof or as may be adopted thereafter by the Association or its Board, and to pay all charges for water as required in the rate schedule of the Association in effect at the time the water usage occurs.

6.2 High-Capacity Contracts. When a Member’s requirements for water are unusual or large, or require special or reserve equipment or capacity, the Association may require a contract for an extended period and may also require the Member to furnish security satisfactory to the Association to protect the Association against loss and to guarantee the performance of the provisions of such contract. Such contracts may provide for a limitation on the amount of water available to such Member to protect the availability of water to the membership generally.

6.3 Rates, Rules, and Regulations Subject to Change. Except for special contracts in which the contract rates may be extended for an agreed period of time, all rates, rules and regulations are subject to change and modification by the Association without notice.

6.4 One Meter Per Residence; One Meter Per Tax Lot. Except for special contracts, each residence shall have a separate meter and no tax lot shall have more than one meter.

6.5 Special Contracts. The Association shall have the right to make special contracts, the provisions and conditions of which may be different from or have exceptions to the regular published schedules. These special contracts shall be in writing, signed by the Member, and approved by action of the Board.

Section 7 WATER RATES

The rates to be charged by the Association for water supplied to its Members shall be in the amounts set by the Board and may be amended from time to time by the Board.

Section 8 PAYMENT AND NON-PAYMENT OF WATER CHARGES



8.1 Charges Payable Monthly. All charges made for water shall be due and payable monthly at the office of the Association on the date specified in a statement therefor, and shall become delinquent ten days thereafter, except in cases where special contract arrangements in writing specify a different date. The Association may specify such other places for the payment of charges by a designation thereof upon the face of the statements rendered.

8.2 Penalties for Nonpayment. Members who fail to pay water charges are subject to the penalties outlined in Section 11.5 of the By-Laws of the Association or as modified by the Board from time to time, in addition to any other remedies available to the Board. Service may be discontinued as provided in the By-Laws or as modified by the Board from time to time.

Section 9 TEMPORARY SERVICE

For water service of a temporary nature, or for construction purposes, the Member may be required, by the Association staff, to make a deposit to cover the cost of labor and material of connection and disconnection, and for a reasonable depreciation charge for the use of equipment and material furnished and owned by the Association.

Section 10 CHANGE OF OCCUPANCY AND DISCONTINUANCE OF SERVICE

10.1 Notice of Sale. Each Member who intends to sell or otherwise vacate any premises supplied with water served by the Association shall give written notice of such intent at least ten days prior thereto, specifying the date service is to be discontinued. Such Members shall be responsible for water supplied to such premises until the date specified in the notice.

10.2 Water Rent Payable Upon Discontinuance. At the time specified by the Member in a notice to the Association that such Member intends to sell or otherwise vacate the premises where service is supplied, or in the event that a Member notified the Association that the Member desires water service to be discontinued, the meter shall be read and a statement rendered which shall be payable immediately. In no event shall the charge be less than the proportionate share of the minimum monthly water charge provided for in the schedule applying to the class or classes of service furnished.

Section 11 METERS

11.1 Meters Property of Association. The Association will own, install and maintain all necessary meters for measuring the water service used by Members, and will, from time to time, make an inspection of such meters.

11.2 Records of Meter Readings. The Association shall maintain an accurate account on its books of the reading of meters, and such account shall be prima facie evidence of the use of such water service by the Member and shall be the basis upon which all bills are calculated.



11.3 Estimation of Usage if Meter Fails. Should any meter fail to register correctly the use of that part of the water service which said meter should properly register, said service shall be estimated by the Association, which estimate shall be based upon the average of the three prior months' consumption by such Member.

11.4 Meter Testing.

11.4.1 Requested by Member. Upon written request, the Association will test any Member's meter, and where circumstances require, adjust for wrong charges for a period not to exceed the prior three months. A charge to be established and modified by the Board will be made to the Member for a meter test if such meter is found to be accurate within a tolerance of five percent.

11.4.2 Upon Installation. All meters will be tested before installation, and no meter will be placed in service or allowed to remain in service which is known to have an error in registration in excess of two percent under conditions of normal operation.

11.5 Rounding of Meter Readings. Meters shall be read each month to the nearest ten gallons, and Member billings will be made upon that basis.

11.6 Access to Meters. In consideration of the continued furnishing of water by the Association to the Member, each Member shall permit the representatives, employees, servants and agents of the Association the right to enter upon the premises of the Member for the purpose of reading the meter, making repairs and maintenance and inspections thereof, and for the purpose of inspecting the plumbing upon the Member's premises.

11.7 Tampering with Meters Prohibited. If a meter shall register less than the amount of water used by a Member, due to tampering with the meter or piping, the service may be discontinued, and shall only be reconnected upon approval of the Board, and if reconnected shall not be reconnected until the Member has made an adjustment for the loss of revenue and damage to the equipment satisfactory to the Association. In the event that a meter shall be damaged by hot water from the Member's line, the Member shall be required to pay the cost of repairs for the loss of revenue occasioned by the damage.

Section 12 DOUBLE CHECK VALVES

Double check valves are installed on all new services and existing services will be upgraded to have a double check valve as occasion permits. All double check valve installations will be tested annually, and a report will be sent to the State of Oregon. The Member will be charged such amount as established by the Board for the inspection and testing which will appear on their monthly statement. The Association will maintain the double check valve. Any damage or vandalism to the double check valve will be paid by the Member.

Section 13



SERVICE LINE CONNECTIONS BY THE ASSOCIATION

The laying and installation of Service Lines and fittings for the distribution of water from the Main lines shall be performed by the Association, or for the Association under its immediate supervision, and no other Person shall be permitted to install, construct, maintain or in any way tamper with such Service Lines and fittings. No Person shall make any connection to any Main lines whatsoever. Where a single Service Line leaves the public right of way and serves more than one Member, either the Association must have an unrestricted easement to provide service to all Members, or each Member to be served by such Service Line must have a separate recorded easement authorizing the use of such Service Line to provide water to such Members' meters.

Section 14 CUSTOMER LINES

14.1 Customer Line Standards. Customer Lines shall be owned by, maintained in good use and condition and replaced as needed by the Member. Customer Lines shall be subject to the requirements of this Section and any other requirements the Association may provide.

14.1.1 Compliance. Customer Lines must be installed and maintained in accordance with the laws and regulations of the county, state and federal governments and any other governmental agencies of jurisdiction.

14.1.2 Size and Material. The size of the Customer Line shall not be less than one-half inch in size diameter and shall meet all applicable plumbing codes.

14.1.2 Location. Customer Lines shall be laid at not less than eighteen inches below the surface, and shall be provided with stop and waste for drainage. All standpipes or fittings of any kind must be so located, anchored and installed so as to not interfere with or endanger the double check valve or meter. The Member shall protect all pipes upon the Member's premises from damage by freezing.

14.2 Connection to be Made by Association. After initial installation of the Customer Lines, and before such lines are covered, the Association shall be notified that connection with the meter is desired. Such connection shall be made promptly by the Association, and the Association shall thereafter make inspection of the Customer Line prior to back-filling. The Association shall be afforded an opportunity to inspect such line to determine whether the same has been placed in accordance with the specifications, rules and regulation of the Association. The Board may enter into special agreements with Members where installation in accordance with these regulations is impossible by reason of special circumstances pertaining to the Member's property.

14.3 Water Supplied at Member's Risk. The Association shall exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water to the Member, and interruptions and shortages of the delivery of the same shall be avoided where



reasonably possible. The use of the water upon the premises of the Member shall be solely at the risk of the Member, and the responsibility of the Association shall cease at the Association's double check valve. The Association shall not be liable to any Person for damages occasioned by any chemical or bacteriological condition of the water.

14.4 Right to Restrict. In case of shortage of supply, the Association reserves the right to restrict water use or give preference in the matter of furnishing service to Members, all in accordance with the By-Laws of the Association.

Section 15

PHYSICAL CONNECTION WITH PRIVATE WATER SUPPLY PROHIBITED

Neither cross-connections nor physical connections of any kind shall be made to any other water supply, whether private or public, without the written consent and approval of the Oregon State Board of Health. Included in this category are all pipelines, appurtenances and facilities of the Association's System and all pipes, appurtenances, pumps, tanks, storage reservoirs, facilities, equipment and appliances of other Systems, whether located within or on public or private property of the premises of a water user or Member. The Association's authorized representative shall have the right, without being deemed guilty of trespass or any other unlawful act, to check the premises of Members of the Association for physical connections with other water supplies. Any such connections found shall be removed by the Member immediately upon notice. Any Member who refuses or fails to comply with an order to make such disconnection shall immediately forfeit their right to receive water from the Association and the Association, through its representatives, may immediately remove or disconnect the Member's premises from the Association's System. In the event of termination of service under this section, regardless of any other provision in any document related to the association, the Member shall not be entitled to any payment or compensation from the Association as a result of the termination of membership.

Section 16

EXTENSION OF EXISTING FACILITIES

16.1 Extension Defined. Extension of existing facilities shall be defined as any installation, placing or extension of any Main or Service Connection, regardless of the length or diameter of the pipe line.

16.2 Lines Serving Multiple Members. Installation of Mains and Service Lines serving more than one Member, or having a potential use of more than one Member, shall be installed by a competent contractor satisfactory to the Board and shall be done so as to conform with plans and specifications previously approved by the Board.

16.3 Extensions Owned and Maintained by Association. The Association will maintain any approved extension of facilities and will retain complete jurisdiction over their use, including connections, extensions of, withdrawal of service and for all other purposes.



16.4 Financing Extensions by Benefited Members. Initial financing for the extended Mains shall be the responsibility of the benefitted Members, unless otherwise arranged by the Board. Service Connections shall be installed by the Association.

Section 17

WATER PRESSURE: FLOW RESTRICTIONS AND STORAGE REQUIREMENTS

17.1 Authority to Impose Flow Restrictions and Storage Requirements. Insofar as reasonably feasible and economical for the Association, it shall furnish water at desirable service pressures. In locations in which service pressures are higher than desired or needed by users, customers shall install and maintain on their premises any pressure regulators which they may desire. In locations where pressures are low, the Board may install of a flow meter on impacted Service Lines, restricting the flow of water to four (4) gallons per minute (GPM) and require affected Members to install a storage tank of not less than one thousand (1,000) gallons. Members in areas where flow restriction and storage requirements are imposed shall execute a Water Storage Requirement Addendum to their Water User's Agreement.

17.2 Member Responsible for Cost of Storage Equipment. In the event that water pressure from the Association's System shall be insufficient to provide the volume of water desired by a Member, or the Association imposes a Flow Restriction and Storage Requirement on the Member, such Member shall bear the cost of constructing and maintaining supplemental pumping and storage facilities required to serve Members water needs.

Section 18

BIDS FOR SERVICES

Bids will be required for all large purchases or contracts for services unless exempted by the Board. The dollar amount requiring a bid will be established by the Board and the amount may be changed from time to time.

Section 19

AMENDMENTS

The Board of Directors of the Association shall have the power to amend, change or modify any rule, and to change, alter or establish rates at any time.

Section 20

AUTHORIZED WATER USE POLICY



In accordance with Oregon Administrative Rule OAR 333-061-0070, Perrydale Domestic Water Association Rules and Regulations and Association Water Users Agreement, the Board of Directors of Perrydale Domestic Water Association has adopted and established a policy for water use. The purpose of this policy is to maintain appropriate standards of health and safety for all Association Members.

Section 21 USE OF HYDRANTS AND BLOW-OFF ASSEMBLIES

It is the policy of the Board of Directors of Perrydale Domestic Water Association that there will be no future use of hydrants or blow-off assemblies by anyone except authorized employees of Perrydale Domestic Water Association or their designee or authorized fire district personnel for emergency purposes.

Section 22 BULK WATER

Those who desire to obtain bulk water by means other than from their own domestic water service shall contact Perrydale Domestic Water Association with such request for assistance. Any such request shall be subject to the approval of the general manager of the Association in accordance with any condition or conditions placed on such service by the general manager or the Board.

Section 23 GREIVENCES

23.1 Usage Complaints. Members desiring to complain about water usage of another shall submit the complaint in writing to the Board. Complaints will be heard by the Board at its next regularly scheduled meeting. The Board will issue a written decision on the complaint within two (2) weeks of said meeting.

23.2 Appeal of Service Termination. A Member whose receives a Termination Notice as provided in Section 11.5.5 of the Bylaws may appeal such termination to the Board. The appealing Member shall submit notice of their intent to appeal via First Class Mail to the Association's office within thirty (30) days of the date the Termination Notice is issued to the Member. The Board will hear the appealing Member's case at its next regularly scheduled meeting. The Board will issue a written decision on the appeal within two (2) weeks of said meeting, and in no event later than the termination date resulting from the issuance of the Termination Notice.



Section 24
ADOPTION OF RULES AND REGULATION

The Board of Directors approved the foregoing Rules and Regulations by Resolution duly adopted on _____, as reflected in the Minutes of the Association.