

Clackamas River Water

Rules and Regulations

April 1996

**CLACKAMAS RIVER WATER
RULES AND REGULATIONS
1996**

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CLACKAMAS RIVER WATER

OUR VISION

We believe that an ample supply of high quality water is essential to the vitality of our region.

OUR MISSION

We will provide high quality, safe drinking water to our customers at rates consistent with responsible planning for the long term health of our district.

OUR COMMITMENT

In fulfilling our role, we make these commitments.

QUALITY . The quality of our water will meet or exceed federal standards.

SERVICES We will...

- . Consistently provide quality and efficient service to our customers;**
- . Maintain the highest standards in interactions with our customers;**
- . Be sensitive to the special needs of our customers;**
- . Involve our customers in the ongoing affairs of the district;**
- . Strive to satisfy each of our customers;**
- . Hire, train and develop quality employees in a team-based organization.**

FINANCES . We will maintain rates that are reasonable and consistent with the long term health of the district and will be accountable for its financial affairs. We will manage with prudence, efficiency and concern for the future.

STEWARDSHIP In order to continue providing an ample water supply we will assume a leadership role...

- . In strategic and long range planning;**
- . By considering a broad range of environmental issues as we make our decisions;**
- . In watershed management;**
- . By encouraging conservation by water users;**
- . In operating and maintaining our facilities.**

October 1995

CLACKAMAS RIVER WATER

RULES AND REGULATIONS

Preface

Clackamas River Water (CRW) is a nonprofit, publicly owned, municipal corporation and domestic water supply district incorporated under Chapter 264 of the Oregon Revised Statutes for the purpose of supplying the inhabitants thereof with water for domestic purposes and other purposes as authorized by state laws.

CRW is governed by a Board of Commissioners under authority granted in Chapter 264 of the Oregon Revised Statutes. The Board establishes policy for CRW, reserving to itself all authority and responsibility not assigned to the General Manager or others.

The Board holds one regular meeting each month and may hold other meetings as required. Board meetings are open to the public, and District customers are welcome to attend.

The Board employs a General Manager who in turn hires personnel to maintain and repair the water system, conduct billing and collection activities, and perform other functions related to the water system planning, design and operation. District operations are guided by the CRW vision, mission and commitments stated on the opposite page.

It is CRW's policy to pay for major improvements to the system through water sales revenues, directly, or through the issuance of bonds which are typically retired by water sales revenues or may be retired by voter-approved taxes. Water rates are established to provide service to its residents at cost of the service.

Recommendations and suggestions for the improvement and betterment of service within CRW are welcomed by the Board and staff. These rules and regulations have been prepared and adopted in the interest of uniform policy and are based upon sound management, engineering, financial and legal principles. Insofar as the Board can determine, these rules and regulations conform with Oregon laws pertaining to water districts.

1. Definitions

- (a) “Applicant” means the person making application for water service from the District under the terms of these rules and regulations.
- (b) “Board” means the Board of Commissioners of CRW.
- (c) “Consulting Engineer” means the engineer or engineering firm hired by CRW for a specified project or hired by parties proposing extensions of the water system.
- (d) “CRW” means Clackamas River Water.
- (e) “Customer” means an applicant who has been accepted under the terms of these rules and regulations and who receives the water service from CRW.
- (f) “Customer Line” means the pipe, valves and fittings leading from the water meter to the premises served.
- (g) “District” means Clackamas River Water (CRW).
- (h) “District Costs” means labor, materials, overhead and all other expenses as deemed appropriate by CRW.
- (i) “District Engineer” means the engineer employed by CRW for the various engineering tasks which may be required from time to time.
- (j) “General Manager” means the General Manager of CRW employed by the Board of Commissioners.
- (k) “Main” or “Water Main” means the pipe in the street, alley or right-of-way owned and maintained by CRW for the purpose of distributing water to customers and servicing fire hydrants.
- (l) “Owner” or “Property Owner” means and includes any person, firm, co-partnership, association or corporation, for profit or otherwise.
- (m) “Service Area” shall be that area included within the corporate limits of CRW and such other contiguous or neighboring territory as the Board shall, from time to time, determine to serve.
- (n) “Service Line” and “Service Connection” means the pipe, valves, stops, fittings or any other apparatus from a main to and including the meter and meter box.
- (o) “System” means all or any part of the water system, owned, operated, maintained or otherwise controlled by CRW and shall include all service lines to and including meters.
- (p) “System Development Charge” or “SDC” means those charges assessed to an applicant for connecting to the water system that are intended to (1) reimburse CRW for past water system capital construction costs or (2) be utilized in future system improvements.
- (q) “Temporary Service” means water service connections via fire hydrant or other connections that are not required to pay an SDC due to its limitation of 120 days duration.

2. Ownership

Ownership and legal title to the entire system, including all mains, laterals, service connections, meters, meter boxes, reservoirs, pumping stations, fire hydrants, treatment plants, and all facilities and appurtenances is vested in CRW. CRW has and shall at all times have the exclusive right to supply water for domestic, commercial and fire protection purposes as the system may reasonably supply and as may be specifically approved by the Board.

3. Operation

The entire system, including all mains, service lines, meters, reservoirs, and all facilities and appurtenances, will be operated normally by regularly employed authorized personnel or agents of CRW. Only District personnel or agents of CRW or others authorized by CRW shall connect to any main or service of the system or interfere with the operation of any of the facilities, or turn on any meter or service, or operate any valves of fire hydrants.

4. Use of Water

CRW will furnish water for ordinary domestic, household, business, industrial and community use and for fire protection purposes as the system may reasonably supply and as may be approved by the Board.

Resale of water purchased from CRW will not be permitted. No user shall resell or permit resale of water directly to any person, or for any use.

CRW may enter into contracts for sale of surplus water to other governmental agencies or users outside CRW boundaries. Said contracts must be approved by the Board of Commissioners.

In the event the Board of Commissioners determines that conditions exist which require the restriction or prohibition of use of water in order to protect the health, peace, safety and welfare of the customers in CRW, the Board 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. The schedule of prohibited and restricted uses shall be posted in three (3) public and conspicuous places within CRW no more than ten (10) days after the adoption of said schedule by the Board.

Any person, firm, or corporation using water in violation of the adopted schedule will be given written notice by CRW of the violation delivered to the premises. The notice will advise the customer that if the unlawful use is not discontinued upon delivery of the notice, water service will be disconnected. The customer will be responsible for all costs associated with disconnecting and subsequent restoration of the service.

5. District Responsibility

CRW will maintain and replace mains within the distribution system at its expense, provided the original installation was made by CRW or with materials furnished or approved by CRW. CRW will maintain and repair service piping between mains and meters at its expense.

If it is reasonably possible, feasible and economical for CRW to do so, it will furnish water at desirable service pressures. CRW will not be responsible for damages or difficulties experienced by reason of variations in pressure within the system.

CRW will provide water that complies with all applicable provisions of state and federal law, rules and regulations, except in cases of emergency. CRW may provide water with varying characteristics and will not be responsible for damages or difficulties experienced by reason of these variations.

CRW shall not be liable for any damage or injury whatsoever for leakage or the running of water on the premises from pipelines, plumbing fixtures, open faucets, valves, fixtures, devices, appurtenances and hoses beyond the meter.

6. Customer Responsibility

Customers shall install, maintain and repair all piping between meters and premises served and shall install piping at a depth sufficient to protect it from damage and freezing. Customers shall install a valve in the customer service line as close to the meter as possible, the operation of which will control the entire water supply to the premises served. The customer shall install such additional pressure reducing valves, pop-off valves or other control valves as the customer may desire or required by applicable plumbing codes to protect the customer's piping from abnormal high or low pressures or from interruptions of service. Repair and replacement of these control valves shall be the responsibility of the customer.

All plumbing within buildings served by CRW shall be installed according to all applicable plumbing codes and constructed to prevent contamination of water supply by back siphonage or cross connections. Water service to any premises known or found to have such defects and hazards shall be disconnected and not restored until such defects and hazards have been eliminated.

Where pumping is required to serve a customer at too high an elevation to be served by gravity, CRW may require the customer to provide a suitable pump as a condition of service. The installation shall be subject to approval by CRW.

All leakage occurring beyond the meter shall be at the expense of the customer. The customer shall be responsible for the proper maintenance and repair of customer's lines, stop and waste valves, gate valves, pressure regulators, plumbing fixtures, hydraulic devices, and appurtenances within customer's premises.

Leaks or other sources of water loss shall be promptly repaired by the customer. Water shall not be permitted to run to waste and CRW reserves the right to terminate water service until the cause of the water loss is corrected.

A customer may qualify for adjustment of an extraordinarily high water bill resulting from a leak in the customer line. Qualification for an adjustment is subject to completion of repair in a diligent fashion and other conditions contained in CRW policies.

The customer shall be liable for any damage to equipment owned by CRW which is caused by an act of the customer or the customer's tenants, agents, employees, contractors, licensees, or permittees. Damage to equipment shall include but not be limited to damage by hot water or steam, and damaged meter boxes, curb stops, meter stops and other service appurtenances. Service to the customer responsible for the damage or tampering may be terminated.

Where water service pressures are higher or lower than needed or desired by a customer, the customer shall install and maintain within their premises any pressure regulators or other equipment required.

The customer is responsible for providing safe and efficient access to the water meter. The area around the meter shall be maintained to be clear of obstructions, shrubbery or other materials. If after notice, the customer fails to remove any obstructions, CRW may do so at the customer's expense.

7. Furnished Water

CRW is not obligated to furnish and install at its expense system facilities for all property within CRW. CRW shall, so far as reasonable and within its financial means, however, provide adequate source of supply, storage facilities and other improvements necessary to make water service generally available within all areas of CRW. Extensions to furnish water to areas not presently obtaining water from the system shall be made by CRW or by those expressly authorized by CRW at the expense of those persons requesting the service.

8. New Water Service and Meters

Applications for new water service shall be made in writing, by the person owning the premises to be served or the owner's duly authorized agent, on application forms provided by CRW. It is presumed that if a person other than the owner is making application for service to any premises, that person is doing so at the direction and request of the owner. All applications shall include signature of applicant, location of premises for which service is requested, address to which all bills shall be sent, and such additional data as CRW may require. No service will be rendered until such application has been completed and accepted by CRW and the required payments made.

Applications for service will be considered merely as a request for service and shall not bind CRW to provide service.

Installation and system development charges for service connections will be as stated in the Water Rate Schedule. The listed charges for a service or, in the case of larger or unusual service, a deposit for the estimated full cost of installation of water service(s), shall be paid in full by the applicant in advance of installation by CRW.

Water service will be provided only from pipes or mains located within public streets, alleys or rights-of-way, or within easements furnished CRW, and to property or premises with frontage to such mains. So-called "spider connections" which would provide service from one street or road

to property or premises abutting another street or road will not be permitted.

Each dwelling or building will be provided with its own water service connection and meter by CRW in accordance with these rules and regulations. No person shall furnish water to other buildings or premises without the written approval of the Board, which may be granted in the sole discretion of the Board, and then only under the specific terms of an agreement approved by CRW.

The applicant shall construct the private service line from the water meter location selected by CRW to the premises to be served at no cost to CRW. Such private service lines shall be installed in accordance with all applicable plumbing codes and specialty codes statutes, and regulations of Clackamas County. CRW shall be consulted before the installation of a customer line to assure its location is compatible with CRW's system.

CRW shall determine the appropriate size and configuration of all service connections including the meter size and needed hardware, such as corporation stop, curb stop, fittings, connections, meter box, shut-off cocks, and related appurtenances as necessary to complete the service installation. Meters will be set within the public right-of-way at or near property lines, and the service pipe from the main to the meter, as well as the meter and meter box, shall remain the property of CRW.

Larger services will be installed when requested in writing, provided the system is able to adequately serve the larger connection without interfering with the water service of others and provided that CRW determines that the size of service requested is appropriate for the use intended. The charges made for the installation of larger services will cover all costs thereof, and the additional minimum demand or standby charge will be as specified in the Water Rate Schedule.

Persons requesting standby, new or enlarged water services may be required to pay an equitable portion of the cost of distribution system improvements needed to supply the required flow. Each case shall be considered separately on its merits and the circumstances applying to the case.

Service to properties outside the boundaries of CRW will be made only if CRW has sufficient surplus water, and such service may be discontinued at any time if the best interest and the needs of CRW so require.

9. Service Outside District

Water service to customers' premises located outside CRW boundaries, including surplus water customers, will be at the discretion of the Board of Commissioners, and in no case will such service be provided if doing so will impair service to those residing within CRW. Water sold to outside customers shall be surplus water only, and should a surplus cease to exist, outside customers shall be notified in writing and given a reasonable length of time to make arrangements to obtain water from other sources without detriment to those within CRW.

Customers receiving service outside the boundaries of CRW are bound by CRW rules and

regulations, in general, and by any special agreement in specific.

10. Contracts

When services are rendered to the owner, agent or other user as a result of the application made and accepted by CRW, the application given in writing shall be considered as a contract in which the applicant agrees to abide by all rules and regulations in effect at the time of signing that application, or as may be adopted or modified thereafter by the Board, and further agrees to pay all bills promptly. CRW considers use or consumption of water as an implied contract between the user and CRW in which the user agrees to abide by CRW rules and regulations.

By requesting and receiving water service from CRW, every customer grants to CRW, its agents and employees, the right at all reasonable times to enter upon the customer's premises to determine compliance with CRW rules and regulations.

Whenever the applicant's requirements for water service are unusual, large, or subject to great fluctuation and variations in required quantity, CRW may require a special contract for an extended period of time. All special contracts shall be in writing, signed by the proper person or customer and officer(s) of the Board of Commissioners.

11. Temporary Service

For temporary water service (limited to 120 days duration) a customer shall pay the established charge for installation of the service connection requested, plus additional charges which may be required by CRW for the removal or re-setting of the service following the termination of temporary use. The customer shall also pay in advance one month's estimated water service charges and shall continue to do so each month thereafter so long as the temporary service is maintained. CRW reserves the right to determine if it wishes to establish such a temporary service.

Temporary service may require the use of a fire hydrant to supply water. Fire hydrant meters are obtained at District office. The applicant for temporary service through a fire hydrant assumes all responsibility for damage to CRW property, including the hydrant and any detrimental effects of the hydrant's use. Rental charges and deposits are stated in the published Water Rate Schedule.

12. Installation and Use of Fire Hydrants

Fire hydrants may be installed by CRW upon application and upon payment of the estimated cost of the labor, materials and administration of CRW. The size, location, type and method of installation shall be as directed by CRW, and after installation, the hydrant shall be the property of CRW. Any application for change in the size, type or location of an existing fire hydrant shall be made to CRW; upon approval of CRW, the applicant shall pay in advance for all costs associated with the change.

No unauthorized person shall open any fire hydrant, attempt to draw water from it, or tamper with it in any way.

13. Standby Fire Protection Service Connections

Standby fire protection service connections will be installed in accordance with applicable regulations and only if adequate provisions are made to prevent the use of water from such services for purposes other than fire extinguishing. CRW will require that an appropriate backflow prevention assembly with flow detector be installed in standby fire protection service connections.

Persons requesting standby service connections for fire protection may be required to pay an equitable portion of the cost of distribution system improvements needed to supply the required flow. Each case shall be considered separately on its merits and the circumstances applying to the case.

Charges for standby fire protection service will be as stated in CRW's Water Rate Schedule. No charge will be made for water used in the standby fire protection services to extinguish accidental fires or for routine testing of the fire protection system. The customer shall pay the full cost of the standby fire protection service connection, backflow prevention assembly, meters, and any required special water meter or other device installed for the service to the standby connection.

If water is used from a standby connection service in violation of these regulations, an estimate of the amount used will be computed by CRW. The customer shall pay for the water based on the estimated quantity used, at the regular rates, including the minimum charge based on the size of the service connection. If the practice continues, the customer will be required to pay system development charges and install full-flow metering equipment. Subsequent bills will be rendered on the basis of the regular rates for a domestic service as shown in the Water Rate Schedule.

The Board may require special contracts for service of this type in which higher minimum charges are established which are sufficient to cover the cost of service rendered.

14. Cross Connection Control

Connection to Another Water Supply:

- (a) No connections of any kind shall be made to any public or private water supply without the written consent and approval of the General Manager or the General Manager's designee.
- (b) CRW may require backflow devices or check valves in customer service lines when deemed appropriate to prevent contamination of the water system.

Backflow Prevention:

- (a) All premises served by CRW shall be in compliance with backflow prevention programs adopted by the Board.
- (b) Violations of the backflow prevention program shall be cause for immediate termination

- of service, and service shall not be restored until such violations have been corrected.
- (c) District personnel may enter the premises at reasonable times to determine compliance with the backflow prevention program.
 - (d) The installation, testing and maintenance of backflow prevention devices shall be performed in conformance with State of Oregon rules for such work, and at the expense of the customer.

15. Maintenance, Repair and Testing of Meters

Normal maintenance and repair of meters will be carried on by CRW at its expense. Should a customer wish to have their meter tested, CRW will make such tests upon request. The AWWA-established accuracy standards for water meters are not less than 98 percent or more than 102 percent. Should the meter register in excess of 102 percent of the water actually passing through the meter, the testing cost shall be borne by CRW. Should the accuracy be within the allowable limits or below, the customer requesting the test will bear the testing costs.

Charges made for meter testing are as set forth in the Water Rate Schedule. When a meter registers over 102 percent, a reasonable adjustment will be made to the customer for past billing, but in no case will such adjustment exceed six months.

16. Service Interruption

CRW from time to time must interrupt service for repairing mains and other components of the system, making extensions, and cleaning, maintaining and reconditioning reservoirs and storage tanks. CRW will, whenever possible and feasible, give customers advance notice when it is known that service is to be interrupted for any appreciable length of time. CRW will not be responsible for damages caused by such interruptions of service or fluctuation in pressure.

17. Main Extensions by Property Owners

CRW may construct main extensions upon the request of, and at the expense of, a property owner. The cost of the extension shall be determined by CRW. The provisions of ORS 264.320, providing for the reimbursement of main extension costs, may apply for the benefit of the applicant.

Construction of the main extension shall be by CRW, CRW's contractor, or a contractor approved by CRW.

CRW shall approve all designs and construction plans for main extensions:

- (a) The size of mains required shall be not less than six (6) inches in diameter and designed to interconnect with existing and future mains. CRW may require a main larger than six (6) inches in diameter when necessary for adequate service.
- (b) All components necessary for the main extension shall be included in the main extension, including but not limited to fittings, valves, valve boxes, blowoffs and fire hydrants. Such components shall conform to CRW's standards and specifications.
- (c) Unless otherwise determined by CRW, all main extensions shall cross the total frontage

of the property serviced.

When the main extension is constructed by CRW or CRW's contractor, CRW shall prepare an estimate of all District costs. Advance payment for the main extension shall be made by the applicant. Actual cost variances will be handled in the following manner:

- (a) If the actual cost of the construction exceeds the estimated cost, the applicant shall pay the excess cost to CRW within 30 days after billing by CRW.
- (b) If the actual cost of the construction is less than the estimated cost, CRW shall refund the difference to the applicant within 30 days after determination of actual cost.

In general, all water line extensions for new subdivisions shall extend the entire distance between opposite boundaries of the subdivisions and shall be located within public right-of-way unless CRW determines it necessary to construct water lines on easements across private property.

CRW may elect to install a larger main than needed for the applicant's service requirements. When it does so, CRW will bear the additional cost of the pipe, fittings, valves and other materials and equipment used. All cases shall be considered separately, and the requirements for each development shall be specified to the applicant.

After acceptance by CRW, the facilities shall be the sole property of CRW and maintained and operated by District personnel, exclusively. All connections for services thereto shall be made in the manner elsewhere set forth in these regulations, and the charges made for service connections and meters shall be as therein set forth.

18. Water Improvements by Developers

Developers using private funds for subdivisions and other private developments may use the provisions described in Section 17, above, or may select an engineer and/or contractor of their choice for the design of water system improvements, provided they meet CRW's requirements, including qualifications of the engineer and contractor.

In all cases the developer will be required to make advance payment for the estimated cost of plan review, administrative expenses and other applicable fees related to the proposed project. The developer shall adhere to CRW procedures for privately designed and constructed improvements. The improvements shall conform to CRW's specifications and standards for water system improvements.

19. Billing and Collection

Meters shall be read at regular intervals determined by CRW and bills shall be rendered based upon the Water Rate Schedule. For the purpose of making charges, all meters serving a customer's premises shall be billed separately, and readings will not be combined unless such meters are installed in a battery at one location in accordance with the requirements of CRW.

In the event that it is impossible or impractical to read a meter on the regular reading date, the

water consumption and bill for the period will be estimated by CRW.

All charges for water service are due and payable on the day set by CRW and become delinquent thereafter. Customers whose accounts are delinquent will be notified in writing that their water service will be disconnected prior to actually being turned off. Water service disconnected for lack of payment of bills will not be restored until all past due bills are paid, plus a charge to cover all District costs incurred during the collection process. The amount of such charge shall be as stated in the Water Rate Schedule.

20. Termination and Restoration

At request of customer:

When a customer requests that water service be discontinued, CRW will read the meter and render a bill within a reasonable time; and the bill shall be payable at once.

By District:

CRW will terminate service in the event of any one of the following:

- (a) Non-Payment of Charges. CRW will terminate water service upon delinquency of charges for water service furnished premises, or for other unpaid charges due and owing CRW.
- (b) Violation of Rules and Regulations. CRW may terminate water service to premises where such premises or the user are in violation of any rules and regulations of CRW. CRW may charge each user for discontinuing water service and an additional charge for restoring water service. However, no such charges will be made when discontinuation of water service is at the request of CRW. Such charges will be established in the Water Rate Schedule.

21. Deposit and Security

To guard itself against loss, CRW may require reasonable security from a customer or applicant. Normally, security is in the form of a deposit or deposits, and details regarding them are found in the Water Rate Schedule. Other forms of security may be authorized by the Board. CRW determines what is reasonable for a deposit or security.

22. Water Rate Schedule, Fees and Charges

The detailed rates, fees and charges in effect are published in a Water Rate Schedule. The Water Rate Schedule will be the basis for all charges made by CRW.

Water rates are typically established using a process that includes an evaluation of revenue requirements, a proposed rate schedule and a public hearing. Notification of the public hearing is provided in compliance with State statutes and CRW policies.

23. Revision and Modification of Rules, Regulations and Charges

The Board of Commissioners may, by resolution, revise or amend the rules and regulations as it deems necessary. Rates and charges for all services provided, installation of meters, service piping and main extensions may likewise be revised as necessary.

Variation from these rules and regulations requires Board approval.

24. Constitutionality, Saving Clause

If any clause, sentence, paragraph, section or portion of these rules and regulations for any reason shall be judged invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder of these rules and regulations but shall be confined in its operation to the clause, sentence, paragraph, section or portion of these rules and regulations directly involved in the controversy in which the judgment is rendered.