



Serving the Svensen Community since 1938

WICKIUP WATER

DISTRICT

Rules and Regulations

WICKIUP WATER DISTRICT
RULES & REGULATIONS
Organized September 19, 1938
Revised March 11, 2020

1.0 PREFACE

1.1 The Wickiup Water District (WWD) is a municipal corporation organized and operating under Chapter 264 of the Oregon Revised Statutes. The purpose of WWD is to supply its Users with water for domestic 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 The Wickiup Water District is governed by the authority vested in a Board of five commissioners residing within WWD's boundaries and elected by voters. Regular monthly meetings are held by the Board of Commissioners the second Wednesday of every month. These meetings are open to the public.

2.0 DEFINITIONS

2.1 "Board" shall mean the Board of Commissioners of the Wickiup Water District.

2.2 "Account Number" shall mean the number assigned to each customer's connection by the District to determine applicable rates, fees, and other charges for that customer's connection.

2.3 "Connection Charges" shall be the current service installation charge and meter installation charge as adopted by the Board.

2.4 "Customer" shall mean any citizen, business, or other entity who purchases water from WWD.

2.5 "Customer Connection" shall mean the point at which the District's service line/service connection connects with the customer's service line or fire service line.

2.6 "Customer Service Line" shall mean any pipes, valves, fittings, or appurtenances beginning at the outlet of the meter assembly into the premises served, excluding fire service lines.

2.7 "District" shall mean the Wickiup Water District.

2.8 "District Service Line/Service Connection" shall mean the pipe, valves, stops, and fittings from a main to the outlet of the meter assembly.

2.9 "District Standards" shall mean the latest revision of the District's Water System Design and Construction Standards.

2.10 "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.

2.11 “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.

2.12 “Owner” shall mean and include any person or entity who owns the property served or to be served by the District.

2.13 “Rates, Fees and Other Charges” shall mean the current rates, fees and charges as adopted by the Board.

2.14 “Rules and Regulations” shall mean these Rules and Regulations as adopted by the Board.

2.15 “Service Area” shall be that area included within the limits of the District, and such other areas the Board shall determine to provide water service.

2.16 “System Development Charges” shall mean charges assessed as authorized by the Board, and subsequent revisions.

2.17 “WWD” shall mean the Wickiup Water District.

2.18 “User” shall mean any person or occupant of the premises receiving water service.

2.19 “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’s service line and fire service line.

2.20 “Water Main” shall mean any pipe located in the street, alley, right-of-way, or within an easement; which is owned or maintained by the District for the purpose of distributing water to Users and servicing fire hydrants.

2.21 “Water Service” shall mean the delivery of water to the User.

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 WWD owns the District’s system, unless otherwise specified in writing.

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

4.3 No person 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 systems and service lines.

5.0 COMPLIANCE WITH RULES & 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. In the event of an emergency, the District shall have the right to enter on to the premises at any time to maintain the service or prevent loss. However, in reserving this right to enter during an emergency, the District does not assume any responsibility for loss or damage caused by defective pipes or equipment on the customer's property.

6.0 USE OF WATER

6.1 The District will furnish water for domestic, household, business, industrial, community use, and for fire protection purposes as the 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 or its designee. The District relinquished its ownership interest with Burnside Water on the stipulation that WWD retains its right to inter-tie for water in the event of an emergency.

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.

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. The District specifically reserves the right to enable any emergency measures for the conservation of water resources and to guarantee an adequate water supply to the customers of the WWD. The District, therefore, shall have the right to limit or prohibit sprinkling or the use of water for any purpose other than domestic uses. In times of emergency, the District can control the domestic use of water to guarantee sufficient water supply for all Users. Any sprinkling shall be at the discretion of the District.

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. 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.

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.

6.5 The District allows no waste of water. Users will be responsible for all water use in the User's system.

7.0 WATER LOSS ADJUSTMENT POLICY

A courtesy leak adjustment is available on water loss for customers who experience above-average consumption due to a leak or leaks in any portion of the User's system on or within the User's property. The leak adjustment will be limited to two (2) billing periods and will be limited to one adjustment every 60 months.

7.1 To request a billing adjustment to an account for water loss resulting from a leak/leaks in the User's system, the User shall:

- A. Repair the leak immediately. Any repairs made must be verified by maintenance staff;
- B. File a request for a billing adjustment form.

7.2 If it is determined by the Board that a water loss has occurred by reason of a leak or leaks in the User's system, 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:

For purposes of calculating the water loss adjustment, the Board shall consider the amount of water consumed, on average, for the previous 12-month period. Adjustments for leaks will be for one-half of the total water consumption over and above the property's historical average consumption.

No adjustment shall exceed \$750.00. Should the value of the adjustment exceed \$750.00, the customer may submit additional information for consideration by the Board of Commissioners to consider a variance from this policy.

The District will assume no responsibility for costs associated with the repair.

The District shall have the right to discontinue water service to any User that does not repair a leak after being notified by the District either orally or in writing. In case of a large leak, the District shall have the right to terminate service immediately without notification.

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.

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. The District may require duplexes to be individually metered.

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 Board.

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 Users shall make a request to the District for all water service.

8.7 Removal or relocation of a service connection shall be at the expense of the party requesting the change. The District shall not bear responsibility for reconnection of the Customer's service line. No service connection extension can be made unless approved in writing by the District.

8.8 The User agrees to the terms and conditions of these Rules and Regulations and fully understands that water service is subject to the ability of the District to provide water, and that the District has the right to revoke an application and terminate service in the event the water supply is not sufficient for all of the homes and users presently being service. There is no guarantee to the User that the water service will be perpetual.

8.9 It is understood and agreed between any new User and the District that in the event of any curtailment of service, the District shall have the absolute right to terminate water service to all Users, terminating the newest applicant first, until such time as the District is able to maintain service to its existing Users. To the extent that new applications are accepted, it will have the same status as a license, which license may be revoked by the District when conditions indicate that a reduction in service is necessary for the maintenance of the District's Users presently being served.

9.0 TEMPORARY SERVICE

The District may grant temporary water service hookup as long as a temporary health hardship exists. The temporary service is valid for 24-months, at which time a new request must be made.

All costs for installing and removing these temporary services shall be paid by the User. The User will be required to pay all applicable fees 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 services 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 responsible for maintenance and repair of the customer service line and associated appurtenances.

10.5 The District is not responsible for Customer service lines.

11.0 ACCOUNT NUMBERS, RATES, FEES, AND OTHER CHARGES

The District will assign an account number for each Customer connection. Account Numbers will be used to identify each User and connection in the District.

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 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 responsible for ensuring safe and efficient access to the meter assembly at all times, free and clear of obstructions of any kind.

12.3 The User consents to the right of WWD employees or agents to remove obstructions as necessary to maintain access to the meter assembly. Costs incurred by the District to gain access to the meter assembly may be billed to the User.

12.4 If the District determines that it is unable to read a meter, billing shall be calculated in accordance with the following:

- 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.

12.5 If it is determined by the District that a meter fails to register accurately, the District will estimate water consumption based on available historical data.

12.6 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 payment of the delinquent bill, including charges established within the rates, fees, and other charges.

14.0 METER ACCURACY AND TESTING

14.1 All meters will be furnished by the District. The District's meters shall operate within the standards established by the American Water Works Association (AWWA) Section C700. The meters will be installed in the street in the space between the curb and adjacent property line or at a mutual agreeable location. The meter will be considered the boundary between the District and User's service.

14.2 A User may request the meter be tested by making a request for such testing to the District. All testing shall be paid for by the User. 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.

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 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, adverse effects to water quality or availability of water due to unauthorized operation, modification or alteration of the District's system.

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 caused by such interruptions of water service or fluctuation of pressure.

17.0 CONNECTION TO ANOTHER WATER SUPPLY

No other water supply shall be connected to the Customer's service line.

18.0 BACKFLOW AND CROSS CONNECTION

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 and maintained; or if it is found that a backflow prevention assembly

has been removed, bypassed; or if an unprotected cross-connection exists. Service will not be restored until such conditions or defects are corrected.

The User shall provide the District documentation showing that all compliance requirements are met. WWD is required to eliminate or control all cross connections. Any User using or requesting water from the District is required to comply with these regulations. Controlling and preventing cross connections is accomplished by either removing the cross connection or installing an approved backflow prevention assembly. The property in which a cross connection occurs is fully responsible for all damages.

19.0 EXTENSION OF DISTRICT'S SYSTEM

Extension of mains will be made by the District only if pressure conditions permit and the District has sufficient water supply to provide for additional demands without detriment to those being served.

In general, Owners shall extend all water mains the entire distance between opposite boundaries of the property to be served and shall be located within public right-of-way or, if necessary, within easements. Unless authorized by the District, projects must be designed and constructed in accordance with District standards and approval by the Board. 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.

19.1 Owner/Developer Extension. Parties other than the District may extend the District's system consistent with these Rules and Regulations, and with Board approval. The District shall not be responsible for maintenance of the water system in such subdivision or extension until it is accepted by the District. After providing service for one year, the applicant or property owners in said subdivision may petition to have the maintenance of such water system accepted by the District. The District shall then inspect the system and, if it is found to be satisfactory, shall accept the responsibility for maintenance of the same. Once accepted, the District agrees to be responsible for any and all maintenance of the water system in accordance with the Rules and Regulations.

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 determined by the Board to cover the cost of construction of the District's system extension.

19.4 District Extension. District may extend its 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 applicant 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 Equivalent. 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. Terms of payment shall be provided in the local improvement District or equivalent documents 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.

19.7 Upsizing of Facilities. The District may elect to install larger water mains or other system improvements other than needed for the applicant's service requirements. When it does so, the District is responsible for the incremental cost. 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.

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 special damages 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 USE OF FIRE HYDRANTS

21.1 No person except those authorized by the District shall operate, or attempt to operate, any fire hydrant.

21.2 The District may authorize use of a fire hydrant for a temporary water supply. The User shall pay all Rates, Fees & Charges for such service and shall conform to District permit requirement for hydrant use including but not limited to compliance with applicable backflow prevention requirements.

21.3 The District will not install any fire hydrants until an application has been submitted, approved, and paid for in advance.

21.4 Unless otherwise approved by the Board, 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.

21.5 Privately owned fire hydrants are to be used only for fire emergencies or other uses specifically authorized by the District.

21.6 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 three-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.

21.7 A minimum of eighteen (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 three-foot radius of the hydrant without approval of the District.

21.8 The District designates hydrant paint color. No change in hydrant color is allowed unless specifically authorized by the District. District maintenance staff shall maintain the fire hydrants within the boundaries of the District.

21.9 Upon notice from the District, the property Owner shall within fourteen (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.

21.10 Fire hydrants are not to be used to wash pavement in front of business establishments.

22.0 OPERATION OF SYSTEM

Unless authorized by the District, no person shall operate any portion of the District's System.

23.0 SERVICE OUTSIDE THE DISTRICT

23.1 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.

23.2 Service to other water providers and to User's located outside of the boundaries of the District will be made only if the District has sufficient surplus water. Such services may be discontinued at any time if the best interest and the needs of the District so require.

23.3 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.

24.0 MISCELLANEOUS

24.1 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.

24.2 Fees: The District may adopt fees and charges by Resolution as it deems appropriate for services provided under these Rules and Regulations.

24.3 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 Board.

25.0 VIOLATIONS AND REMEDIES

25.1 Violation of these Rules and Regulations is punishable by a civil penalty of \$500 per day for each day of violation unless these Rules and Regulations provide for a larger amount, at the discretion of the Board. Each day of violation shall be a separate violation. In addition to said fine, the District may obtain injunctive or equitable relief to abate the violation, including termination of water service as a violation of these Rules and Regulations.

A. Notice of violation shall be given to the User by first class US 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.

C. The assessment of civil penalty shall provide that the penalty 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 Board will set a schedule for submission of written documents or other relevant evidence and a time for hearing.

E. The Board will make a decision within 30-days of the close of the hearing. The Board may:

- i. Deny the appeal and affirm the assessment of the civil penalty; or
- ii. Affirm the appeal and remove the civil penalty assessment; or
- iii. Make such other decision equitable under the circumstances.

F. The Board's decision may be reviewed by writ of review in the Circuit Court of the State of Oregon for Clatsop County if the Petition for Writ is filed within 30-days of the decision.

G. The District may pursue any other remedy at law or in equity in addition to this Civil Penalty process.

25.2 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 costs incurred.

25.3 Any person aggrieved by a ruling or interpretation of the provisions of this ordinance may submit a written appeal to the Board within fifteen (15) days of the decision. 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.

25.4 The Board 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.

25.5 Decisions of the Board shall be reviewable by the Circuit Court of the State of Oregon for Clatsop County, solely and exclusively under the provision of ORS 34.010 to 34.100.

26.0 REVISION AND MODIFICATION OF RULES, REGULATIONS AND CHARGES

Only the Board may amend these Rules and Regulations. For these Rules and Regulations, the District may adopt implementing policies.

27.0 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.