

Clarks Branch Water Association Cross Connection Policy  
Adopted January 11, 2006

00548

A cross connection is defined as any physical connection between the Association's system and another source. Backflow is defined as the flow in the direction opposite or normal flow caused by backsiphonage or back pressure. Backsiphonage is caused by negative or reduced pressure in the supply piping and back pressure occurs when the potable supply piping is connected to a system or fixture which exceeds the operating pressure of the supply piping.

The Oregon State Board of Health and the U.S. Public Health Service prohibits cross connections. The association will not permit any cross connection and will discontinue service to any persons or premises where a cross connection exists. Service will not be restored until the cross connection is removed or eliminated. Customers using water from one or more sources in addition to receiving water from the Association on the same premises shall maintain separate systems for each; and the Association's water supply facilities shall be separated from any and all other systems according to the Oregon plumbing code. Inspection and regulation of all actual, or potential, cross-connections between potable and not potable systems is required to minimize the danger of contamination or pollution of the potable water supply. Controlling and preventing cross-connections is accomplished by removing the cross-connection or, depending on the degree of hazard, establishing sufficient air gap, or installing an approved backflow prevention assembly device. The Association has the right to inspect for cross connections at the owners/members expense.

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FIELD SERVICES  
DRINKING WATER PROGRAM

See p5

# RATES, RULES, AND REGULATIONS

for the operation of the water association of the

## CLARKS BRANCH WATER ASSOCIATION

Rules and regulations for the conduct and operation of the water system of Clarks Branch Water Association and connection therewith; regulating and governing the use of water from said system and providing penalties for nonpayment of water service and for violation of these rules;

The board of directors of Clarks Branch Water Association adopts the following:

### **Section 1. Rules and Regulations**

- (1) **Short title.** The following shall be known as "Rates, Rules, and Regulations for the operation of the Water Association of the Clarks Branch Water Association, Douglas County, Oregon", and may be so cited and pleaded.
- (2) **Scope.** The Water Association and all members receiving services from the Water Association, are bound by these rules and regulations of the Association.

### **Section 2. Definitions of General Terms**

- (1) **Applicant.** Whenever the word "applicant" is used, it shall mean the person and persons, firm or corporation making application for water service from the Association under the terms of these regulations.
- (2) **Association.** Wherever the word "Association" is used, it shall mean the Clarks Branch Water Association.
- (3) **Board.** Wherever the word "Board" is used, it shall mean the legally elected group of members composing the Board of Directors of Clarks Branch Water Association.
- (4) **Book Value.** The cost of membership in the Association as set by the majority of the board.
- (5) **Debts.** Debts are monthly minimum and/or meter charges.
- (6) **Employee.** Any person hired to perform labor for the Clarks Branch Water Association and/or the board to include but not limited to the Executive Manager and Maintenance Technician - said employee to answer directly to the board and serve at the pleasure of the board.
- (7) **Liabilities.** Undivided obligations of the Clarks Branch Water Association., i.e., loans, bond, etc.
- (8) **Member.** Whenever the word "Member" is used, it shall mean an applicant who has been accepted under the terms of these regulations and who receives water service from the Association.
- (9) **Membership.** A certificate denoting an undivided ownership (1/75th) in the Clarks Branch Water Association with right of water service.
- (10) **Membership Fee.** The same value as Book Value which may be refunded upon surrender of the membership.
- (11) **Member Service Line.** The "member service line" shall be that part of the piping that connects the service to the member's distribution system.
- (12) **Meter Cleaning Fee.** A fee charged if member fails, after notice, to maintain access to his/her meter box and cleanliness of the box itself.
- (13) **Officer.** The chairman of the board of directors shall serve as the President of the Clarks Branch Water Association. The Vice Chairman shall serve in the absence of the President.
- (14) **Outstanding Charges.** Outstanding charges are disconnection and re-connection fees.
- (15) **Service Connection.** The "service Connection" shall be that part of the water distribution system which connects the meter to the main and shall normally consist of corporation stop, service pipe, curb stop and box, meter, meter yoke and meter box.
- (16) **Service Connection Fee.** The "service connection fee" is to cover all costs to the Association to install the service from the main to and including the meter and the meter housing. The service connection charge shall be determined by the Board in the current published rates and fees schedule.
- (17) **Transfer fee.** A fee charged for changing the record of ownership of a Clarks branch Water Association membership.

### **Section 3. Description of Service**

- (1) **Supply.** The Association will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to the members at a reasonable pressure and to avoid, so far as reasonably possible, any shortage or interruption in delivery. The Association shall not be liable for damage resulting from the interruption in service or from the lack of service. Temporary suspension of service by the Association for improvements and repairs will be necessary occasionally. Whenever possible, and when time permits, all customers affected will be notified prior to shutdowns.
- (2) **Quality.** The Association will exercise reasonable diligence to supply safe and potable water at all times.
- (3) **Ownership of System.** All water mains, valves, fittings, hydrants and other appurtenances, except "member service lines", as defined in Section 7, subsection (1) herein, shall be the property of the Association.
- (4) **Special Contracts.** When the applicant's requirements for water are unusual or large, such as an independent water district; or necessitate considerable special or reserve equipment or capacity, the Association by authorization of the Board, reserves the right to make special contract, the provisions of which are different from and have exceptions to the regularly published water rates, rules and regulations. This special contract shall be in writing, signed by the applicant and approved by the Board and Board Attorney and signed by the President and Executive Manager of the Association.

- (5) **Resale of Water.** Resale of water shall be permitted only under special contract, in writing, between the Association and the persons, parties or corporation selling the water.

**Section 4. Application for Membership**

(1) **Membership Form.** Each applicant for water service shall sign a membership form provided by the Association giving the date of application, location of premises to be served, the date applicant desires services to begin, purpose for which service is to be used, the address for mailing of the billings, the class and the size of the meter service and such other information as the Association may reasonably require. In signing the application, the member agrees to abide by the rules and regulations of the Association. The application is merely a written request for membership and does not bind the Association to serve.

(2) **Deposits.** Under certain circumstances deposits may be required of members to secure the payment of bills for service.

(a) **Landlord deposits.** Any member who sublets his property to a tenant will deposit with the Association an amount to be determined by the Board (see Rates and Fees Schedule). At the time the deposit is given to the Association, the member will be given a receipt for the same. The deposit is not to be considered as a payment on account. In the event the service is discontinued, the deposit will be applied to the closing bill and any amount in excess of the closing bill will be refunded. The Association will not pay interest on any deposit, but will refund same at the first anniversary of the deposit providing the account remains free of delinquency.

(b) **Forfeiture of Deposit.** If an account becomes delinquent and it is necessary to turn off the service, the deposit shall be applied to the unpaid balance due. Water service will not be restored to that premises or that customer at different premises until all outstanding bills due the Association have been paid and the cash deposit replaced, together with a \$50.00 service charge as provided in Section 10, subsection 6 herein.

(2) **Service Connection Charge.** At the time the applicant files for service where no service previously existed, or if he is filing for a change in service size or location, he shall submit with his application the service connection charge.

(3) **Application Amendments.** Members desiring a material change in the size, character or extent of equipment or operation which would result in a material change in the amount of water used shall apply for and receive approval prior to implementing such change.

**Section 5. Main Extensions.**

(1) **Installation.** All water extensions to areas within the Association Boundaries not presently served with water shall be installed under procedure to be established by the Board. Water mains shall be extended only at the expense of the members served. The main extensions shall become the property of the Association at the time installed. The Board shall determine the size of the main extensions and all extensions shall be of a suitable material approved by the Board. Extensions shall be installed by the Association or by contractors approved by the Association. The installation procedures and materials used shall be in accordance with the Association and the State of Oregon standards and be subject to inspection by the Association's Engineer.

(3) **Location of Extensions.** The Association will make water main extensions only on rights-of-way, easements or publicly owned property. Easements or permits secured for main extensions shall either be obtained in the name of the Association along with all rights and title to the main at the time the service is provided to the members paying for he extension.

(4) **Cost of Extension.** On any new extension lines, the initial parties to be served will pay for the full cost of the extension of the line.

**Section 6. Services**

(1) **Ownership.** The Association shall own, install and maintain all services and installation and maintenance shall only be performed by authorized persons engaged by the association. The member shall own, install and maintain the member service line.

(2) **Size of Service.** The Association will furnish and install a service of such size and at such locations as the applicant requests, provided such requests are reasonable and that the size requested is one that is listed by the Association. The minimum size of service shall be three-fourths inch. The Association may refuse to install a service line which is undersized or oversized.

(3) **Changes in Service Size.** Permanent changes in the size of the service line requested by the member shall be paid by the member to the Association for making the change.

(4) **Length of Service.** Where the main is in a public right-of-way, the meter will be paced at the right-of-way line nearest the property to be served. Where the main is on an easement or publicly owned property other than designated right-of-way, the services shall be installed to the boundary of the easement or public property by the Association provided the length of service does not exceed thirty (30) feet. If, in either case cited above, the length of service line to the meter location exceeds the maximum stated, the applicant shall pay the extra cost of the line on the basis of all cost to the Association.

(5) **Service extensions.** Service extensions from an existing service to other occupancies or ownerships other than that for which the existing service was intended shall not be permitted nor shall separate residences be permitted to receive service through one meter except under special considerations approved by the board. i.e. county hardship mobile home placements. In this event one and one-half times the minimum monthly rate will be charged.

(6) **Minimum pressure.** No meter will be placed where there is less than 30 pounds of pressure in the mainline.

**(7) Temporary Service connections.** For water service of a temporary nature, applicants shall be required to pay in advance the estimated cost of installation and removal of metering equipment and materials, plus a reasonable depreciation charge for the use of equipment and material furnished by the Association. The applicant shall also pay his water bill in advance and based on an estimate of the quantity to be used, or he shall otherwise establish satisfactory credit.

**(a) Time Limit.** Temporary service connections shall be disconnected and terminated

within six months after installation unless an extension of time is granted in writing by the Association.

**(b) Charge for Water Served.** Charges for water furnished through a temporary service connection shall be at the established rates set forth in the current water rate schedule.

**(c) Installation Charge and Deposits.** The applicant for temporary service will be required:

**(1)** To pay the Association, in advance, the estimated cost of installing and removing all facilities necessary to furnish each service.

**(2)** To deposit an amount sufficient to cover bills for water during the entire period such temporary service may be used, or to otherwise establish credit approved by the Association.

**(3)** To deposit with the Association an amount equal to the value of any equipment loaned by the Association to such applicant.

**(d) Responsibility for meters and installation.** The member shall use all possible care to prevent damage to the meter or to any other loaned facilities of the Association. If the meter or other facilities are damaged, the cost of making repairs shall be deducted from the deposit refund. If the loaned materials are returned in satisfactory condition and all bills paid, the full amount of the equipment deposit will be returned to the temporary member at the termination of service.

### **(8) Member's plumbing**

**(a) Plumbing Code.** The member's plumbing, which shall include the member's service line and all plumbing, piping fixtures and other appurtenances carrying or intended to carry water, sewer or drainage, shall comply with the plumbing code of the State of Oregon. The Association accepts no responsibility for the member's compliance with said code.

**(b) Control Valves.** Members shall install a suitable control valve in the member service line as close to the meter as possible, the operation of which will control the entire water supply to the premises served. In the event a member's service is discontinued for any reason, a control valve must be installed, if none exists, as provided by this section. It shall be a violation of these rules and regulations for the member to operate, cause or permit unauthorized operation of the meter stop or any appurtenances on the services connection.

**(9) Maximum number of members.** The maximum number of services available under the present plant system is 74.

However the board is not obligated in any way to issue all 74 services.

### **Section 7. Meters**

**(1) Ownership.** The Association will own and maintain all water meters. The Association will not pay rent or any other charge for a meter or other water facility, including housing and connections on a member's premises.

**(2) Installation.** Installation of water meters shall be performed only by authorized employees of the Association. All meters shall be sealed by the Association at the time of installation, and no seal shall be altered or broken except by one of its authorized employees.

**(3) The size and type of meter.** Applicant may request and receive any size meter regularly stocked or furnished by the Association, provided the request is reasonable. The Association reserves the right to determine the type of meter to be installed.

**(4) Location of meters.** Meters shall normally be placed at the curb or property lines; the meter will be installed wherever the applicant desires within reason, but the location must be approved by the Association. The meters will not be located in driveways or other location where damage to the meter or its related parts may occur.

**(5) Meter access and cleanliness.** Meters must be accessible and readable. Members are responsible for insuring access to the meter is clear and unimpeded. Additionally, members will keep the interior of the meter box clean and free of debris. Should the member fail to maintain their meter in accordance with Association standards, an agent of the Association will clean the meter and/or clear access to the meter and the member charged for this service.

**(6) Joint use of meters.** The joining of several customers to take advantage of the single minimum charges and large quantity rates shall be prohibited.

**(7) Changes in size or location.** If for any reason a change in the size of a meter and service is required, the installation will be accomplished on the basis of a new connection, and the member's application shall be so amended. Meters or services moved for the convenience of the member will be relocated only at the member's expense.

### **Section 8. Water Rates**

**(1)** The water rates to be charged for each class of service, including minimum charges, charges for water used over the minimum and service connection charges shall be determined by the board and reviewed periodically (see attached rate and fee schedule).

### **Section 9. Service Connection charges**

**(1)** The charge for installing a new service which includes excavation and backfill, tapping and main, laying the pipe, installing the meter, yoke and meter box, and replacement of surfacing materials shall be determined by the Board.

### **Section 10. Billing and payment**

(1) Meter will be read and customers billed on the basis of the meter reading to the nearest 10 gallons. Association will keep an accurate account on its books of all readings of meters and such account so kept shall be offered at all times, places and courts as prima facie evidence of the use of water service by the member.

**(2) Rendering of Bills.**

(a) **Billing period.** All meters shall be read monthly and bills rendered accordingly.

(b) **Bills for other than normal billing period.** Opening or closing bills, or bills that for any other reason cover an period containing 25% more days or 25% less days than in the normal billing period shall be prorated.

(c) **Bills for more than one meter.** All meters supplying a member's premises shall be billed separately.

(3) **Disputed bills.** When a member disputes the correctness of a bill, he shall deposit the amount of the disputed bill at the time the complaint is lodged, to preclude discontinuance of service pending final settlement of the bill or bills. Subsequent bills shall be paid or placed on deposit in a similar manner. Failure of the member to make such a deposit shall warrant discontinuance of service as provided under subsection (6) of this section.

(4) **Failure to read meters.** In the event that it shall be impossible or impractical to read a meter on the regular reading date, the water consumption shall be prorated on the basis of thirty (30) days per month and the total water consumption for billing purposes for that period shall be estimated.

(5) **Payment of bills.** Bill is due and payable upon receipt and delinquent on the 10th of the month following the billing period.

**(6) Delinquent accounts.**

(a) **Turnoff warning.** A turnoff warning will be issued to the member if the previous month's payment is not received by the next month's billing. Said notice shall state a date on which water will be turned off if the account becomes delinquent.

(b) **Service turnoff.** On the turnoff date, the meter reader or other agent of the Association shall turn off the service. No further warnings will be given to the member.

(c) **Service charge.** In all instances where water has been turned off because of the delinquent account, a \$50.00 service charge shall be made for the restoration of services and placement of a cash deposit as stated in Section 4, Subsection (2) herein, will be required.

(7) **Installment payments of delinquent accounts.** In cases of extreme hardship, the association shall have the discretion of renewing service to a delinquent account upon receipt of a satisfactory installment plan, including interest, for the payment of the overdue amount.

**Section 11. Meter Error**

(1) **Meter accuracy.** All meters will be tested prior to installation. 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 2 percent under conditions of normal operation.

**(2) Meter test.**

(a) Meter tests will be conducted by comparing the meter in question with a new meter of known calibration.

(b) **On member request.** A member may, giving not less than seven days' notice, request the Association test the meter servicing his premises. The association will require the member to deposit the testing fee. This fee shall be an estimate of the cost of testing the meter. The deposit will be returned to the member if the test reveals the meter to over register more than two percent under the standard test conditions, and other wise the deposit shall be retained by the Association. Members may, at their option, witness any meter tests which they request.

(c) **On Association request.** If, upon comparison of past water usage, it appears that a meter is not registering properly, the Association may at its option test the meter and adjust the charges accordingly if the meter over or under registers. No charge for testing will be made to the member for the meter test under these conditions.

**(3) Adjustment of bills for meter error.**

(a) **Credit/Debit.** No credits or debits will be borne by the Association or the member should the tested meter show variance high or low, from the accuracy defined in Section 12, subsection (1).

(b) **Non registering meters.** The Association will bill the member for water consumed while the meter was not registering. The bill will be computed upon an estimate of consumption based either upon the member's prior use during the same season of the year, or upon a reasonable comparison with the use of other members receiving the same class of service during the same season and under similar circumstances and conditions.

**Section 12. Discontinuance of Service**

(1) **On member request.** Each member wishing to discontinue service shall give the Association written notice of his intentions at least two days prior thereto, specifying the date service is to be continued; otherwise, he will be responsible for all water supplied to such premises until the Association shall receive notice of such removal. At the time specified by the member that he desires to be discontinued, the meter will be read and a bill rendered which is payable immediately. In no case will the bill be less than the monthly minimum specified in the schedule applying to the class or classes or service furnished. After that date the monthly minimum only will be charged.

**(2) Improper member facilities.**

(a) **Unsafe facilities.** The Association may refuse to furnish water and may discontinue services to any premises without prior notice where plumbing facilities, appliances or equipment using water are dangerous, unsafe or not in conformity with the plumbing code of the State of Oregon.

**(b) Cross connections.** A cross connection is defined as any physical connection between the Association system and another source. The Oregon State Board of Health and the U.S. Public Health Service prohibits cross connections. The association will not permit any cross connection and will discontinue service to any persons or premises where a cross connection exists. Service will not be restored until the cross connection is eliminated. Customers using water from one or more sources in addition to receiving water from the Association on the same premises shall maintain separate systems for each; and the Association's water supply facilities shall be separated from any and all other systems by an air gap of not less than one foot, or if in the ground, by not less than five feet. The Association assumes no responsibility to inspect for cross connections.

**(3) Water Waste.** Where water is wastefully or negligently used on a member's premises, seriously affecting the general service, the Association may discontinue service if such conditions are not corrected after due notice.

**(4) Service detrimental to others.** The Association may refuse to furnish water and may discontinue service to any premises where excessive demands by one member will result in inadequate service to others.

**(5) Fraud or abuse.** The Association will refuse or discontinue service to any premises where it is deemed necessary to protect the Association from fraud or abuse. Discontinuance of service from one or both of these causes will be made immediately upon determination by the Association that the condition or conditions exist.

**(6) Unauthorized turn-on.** Where water service has been discontinued for any reason and the water is turned on by the member or other unauthorized person, the water may then be shut off at the main or the meter removed. The charges for shutting off the water at the main or removing the meter shall be computed at actual cost to the Association plus 15 percent overhead, but not less than \$100.00. These charges shall be billed to the offending member and water shall not be furnished to the premises or member until such charges are paid and the Association has reasonable assurance that the violation will not reoccur.

**Section 13. Unusual Demands.** When an abnormally large quantity of water is desired for filling a swimming pool, log pond or for other purposes, arrangements must be made with the utility prior to taking such water. Permission to take water in unusual quantities will be given only if the Association facilities and other consumers are not inconvenienced.

**Section 14. Access to Property.** All duly appointed employees and board of the Association members, shall have free access at all reasonable hours of the day to any and all parts of structures and premises in which water is or may be delivered for the purposes of inspecting connections, the conditions of conduits and fixtures, and the manner and extent to which the water is being used. The Association does not, however, assume the duty of inspecting the member's line, plumbing and equipment, and shall not be responsible therefor.

**Section 15. Responsibility for Equipment.**

**(1)** The Association shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the member's line, plumbing, or equipment, nor shall the Association be liable for loss or damage due to interruption of service or temporary changes in pressure. The member shall be responsible for valves on his premises being turned off when the water service is turned on.

**(2) Responsibility for Association equipment.** Association equipment on the member's premises remains the property of the Association and may be repaired, replaced or removed by the Association employees at any time without consent of the member. No payment will be made to the property owner for the right to install, maintain, replace or remove Association equipment on his premises. The property owner must keep vicious dogs or other animals secured or confined to avoid interference with the utility operation and maintenance.

**(3) Damage to Association equipment.** The member shall be liable for any damage to equipment owned by the Association which is caused by an act of the member, his tenants, agents, employees, contractors, licensees or permittees. Damage to equipment shall include but not be limited to breaking of weals and locks, tampering with meters, injury to meters, including but not limited to damages by hot water or steam, and damaged meter boxes, curb stops, meter stops and other appurtenances.

**Section 16. Fire Hydrants.**

**(1) Operation.** No person or persons other than those designated and authorized by the Association shall open any fire hydrant belonging to the Association, attempt to draw water from it or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted according to law. No tool other than special hydrant wrenches shall be used to operate a hydrant valve. In cases where a temporary service has been granted and received water through a fire hydrant, an auxiliary external valve will be provided to control the flow of water.

**(2) Moving a fire hydrant.** When a fire hydrant has been installed in the locations specified by the proper authority, the Association has fulfilled its obligation. If a property owner or other party desires to change the size, type or location of the hydrant, he shall bear all costs of such changes. Any changes in the location of a fire hydrant must be approved by the Association and the Fire Department.

**Section 17. Suspension of Rules.** No employee of the Association is authorized to suspend or alter any of the policies, rules and regulations cited herein without specific approval or direction of the association, except in cases of emergency involving loss of life or property or which would place the water system operation in jeopardy.

**Section 18. Rules and Regulations.** The provisions of any prior rules and regulations of the Clarks Branch Water Association that may be in conflict with any of the rules, regulations or provisions herein contained are hereby repealed and superseded. These rules and regulations are subject to the By-Laws previously adopted by the Association.

**Section 19. 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 the 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.

Revised by the Board of Directors of Clarks Branch Water Association this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

**RATES AND FEES SCHEDULE**  
OF THE  
**CLARKS BRANCH WATER ASSOCIATION**

The following rates and fees have been established by the Board of Directors of the Clarks Branch Water Association and are effective immediately until revised.

**Flat Minimum Monthly Rates**

Residential:	\$40.00 for 1st 8,000 gallons
County Hardship:	\$60.00 for 1st 12,000 gallons
Excess Water Charge:	\$ 2.75 for ea. add'l. 1,000 gallons

Landlord Deposit: \$50.00

Service Charge for Restoring Service: \$50.00

Meter Testing Deposit: \$50.00

Meter cleaning charge: \$ 5.00

Transfer Fee: \$ 5.00

**Service Connection Charges:** Shall be 120% of the actual cost of installation including labor and materials. For a new service which includes excavation and backfill, tapping the main, laying the pipe, installing the meter, yoke and meter box, and replacement of surfacing materials. An estimate of this cost shall be used to determine the fee to be submitted with the new service application. The balance, if any, will be remitted before the service is turned on. Any funds in excess of the actual cost plus 20% will be returned to the member.