

## 41-01289

### RULES AND REGULATIONS OF COVE ORCHARD WATER ASSOCIATION

WHEREAS, it is necessary to adopt water rates, rules and regulations for the Cove Orchard Water Association, a non-profit corporation,

NOW; THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF COVE ORCHARD WATER ASSOCIATION, Yamhill County, Oregon, as follows:

#### Section 1: Preface.

The water system is the property of the Association and is managed and operated by the Board of Directors elected by the members and acting without pay. The Board asks the cooperation of all members to insure obedience to rules and prompt payment of all rates and charges, and in the protection of the system.

The cost of the water distribution system will be financed by the Farmers Home Administration. Loan payments and operation and maintenance costs will be paid from money obtained from the sale of water to the members of the Association.

All transactions concerning water service shall be made through the office of the Association. Before service will be connected, proper application must be made, and deposit paid.

Plans for laying of consumer lines shall be submitted to the Board of Directors or its designated representative for approval before construction begins.

A "consumer line" is the pipe, valves, and fittings leading from the meter into the premises served.

A "service line" is the pipe, valves, and fittings laid from the main to and including the meter and meter box.

A "water main" or "main" is the pipe, usually two inches inside diameter, or larger diameter, laid in the street, road or alley and running approximately parallel to the street, alley, or road for the distribution of water to the consumer through service lines.

## Section 2: Application for Service.

The association will require each prospective consumer to sign an application for water service and membership and to pay a service connection charge and membership fee. Application must be made in writing on a standard form at the office of the Association or to a duly authorized agent or employee.

The application shall set forth:

- A. Signature of applicant.
- B. Location of premises.
- C. Address to which bills shall be mailed or delivered.
- D. Such information as the Association may require to determine which rate shall apply, or such other information as the Association may reasonably require.
- E. The amount of deposit paid.

The application is merely a written request for service and does not bind the Association to serve.

## Section 3: Service Connection Charge.

At the time the applicant files for water service and membership, a service connection charge will be required. This charge is to cover the actual cost to the Association to install the service from the main to and including the meter.

The schedule of service connection charges and other information relative thereto is attached as Schedule A.

Where the main is in a public right-of-way, the meter will be placed at the right-of-way line nearest the property to be served for the standard connection fee, provided, the length of service does not exceed the width of the right-of-way.

Where the main is on private property, the maximum length of service line furnished and installed by the Association for the standard connection fee will be sixty (60) feet.

If, in either case cited above, the length of service line to the meter located exceed the maximum stated, an additional charge will be made. The charge will be based on the actual cost of materials and labor to install the extra pipe as determined by the Association.

The above figures are subject to any change in construction cost of the Association to install any service for the charge stated herein.

Section 4: Water Rates.

The water rate schedule is attached hereto as Schedule B.

Section 5: Deposits.

The credit of the applicant for water service must be established before water is turned on.

A. The credit of the applicant for service will be deemed established when:

1. The applicant has fully paid his service connection charge and membership fee.

\* 2. The applicant, if renting a house owned by a member, has paid his deposit of ~~\$15.00~~ if a household user. ~~\$15.00~~ \$50.00

B. Re-establishment of credit.

1. An applicant who has been a water consumer of the Association, and whose service has been discontinued for failure to pay his water bills, may be required to re-establish his credit as follows:

(a) If the applicant has a deposit on file, then he shall pay his delinquent water rent in full.

(b) If the applicant has not heretofore paid a deposit under the classification as set forth in Section 1 of subparagraph A of Section 5, it may be required, plus payment of his delinquent water bill.

2. An applicant who has been a consumer of the Association at the premises or at some other premises than those specified in the application, and who still owes the Association for unpaid bills for material, labor, or water, will be required to pay all outstanding bills and be required to establish his credit as provided under subparagraph 2 of subparagraph A of Section 5.

C. Deposits and return of deposits.

At the time of giving the deposits as required under Paragraph A and B of this Section, the applicant for service, or consumer, will be given a receipt for the same.

The return of the deposit will be made upon surrender to the Association of the deposit receipt properly endorsed or



upon signing a cancellation receipt for the same when the service is discontinued by the consumer, except where there are charges due the Association for water service to the consumer or for material or labor, in which case the deposit will be applied to the charge and the excess portion of the deposit, if any, will be returned.

#### Section 6: Contracts.

In case the premises of the applicant for water service are connected for water service as a result of his application being accepted, the application given in writing shall be considered as a contract in which the applicant agrees to abide by such rates, rules, and regulations as are in effect at the time of signing the application or as may be adopted thereafter by the Association, and to pay all bills as required by this resolution.

When the consumer requirements for water are unusual or large, or necessitate considerable special or reserve equipment or capacity, the Association may require a contract for an extended period and may also require the customer to furnish security satisfactory to the Association to protect the Association against loss and to guarantee the performance of the provisions of this contract.

Except for special contracts in which the contract rate shall be extended, all rules and regulations are subject to change or modification by the Association without notice.

Except for special contracts, each residence shall have a separate meter.

Each consumer about to vacate any premises supplied with water service by the Association shall give written notice of his intended removal at least two (2) days prior thereto, specifying the date service is to be discontinued; otherwise, he will be responsible for all water supplied to such premises until the Association shall have notice of such removal.

The Association reserves the right to make special contracts, the provisions and conditions of which are different from or have exceptions to the regular published schedules. The special contracts shall be in writing and signed by the consumer and Association officers.

#### Section 7: Payment and Non-payment of Bills.

All bills for water are due and payable monthly at the office of the treasurer for the Association on the date of mailing or delivery, and become delinquent ten (10) days

thereafter, except in cases where special contract arrangements in writing specify the monthly payment date. For the sake of convenience, payment may also be made at such places as may be noted on face of bill.

Service may be discontinued to the consumer for violation of the rules and regulations of said Association, including failure to pay the water rents within the time as provided in the previous paragraph. Before said water may be shut off from any consumer, a five (5) day written notice shall be given to said consumer, by regular mail, deposited in the United States Post Office, with the postage prepaid thereon, properly addressed to the address given to the Association by the consumer. Before the water shall be again turned on, a fee of <sup>2.00</sup> \$5.00 plus the delinquent bill of the consumer must be paid in full.

#### Section 8: Temporary Service.

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

#### Section 9: Change of Occupancy or Discontinuance of Service.

At the time specified by the consumer that he expects to vacate the premises where service is supplied, or that he desires service 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 proportionate share on the monthly minimum provided for in the schedule applying to the class or classes of service furnished.

#### Section 10: Responsibility and Service Preference.

The Association shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the consumer's line, plumbing, or equipment; and the Association may, without further notice, discontinue service to any consumer when a defective condition of plumbing or equipment upon the premises of the consumer results, or is likely to result, in interference with proper service, or is likely to cause contamination of water. The Association does not assume the duty of inspecting the consumer's line, plumbing and equipment, and shall not be responsible therefor and will not be liable for failure of consumer to receive service on account of defective plumbing or apparatus on the consumer's

*meter removed*

*In the event  
past due bill  
exceeds the  
sum of \$300.00  
the member's  
share to be  
paid will  
be void &  
ownership  
of building  
retained  
to Co-Op.*



premises. The consumer will be responsible for the water rent due to any leakage of consumer's water system whether consumer has had notice of said leakage or not.

The Association will not permit any physical connection between a private water supply and the Association distribution system.

The Association will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of potable water to the consumer, and to avoid any shortage or interruption of delivery of same. The Association will not be liable for high or low pressure conditions, chemical, or bacteriological conditions, interruption, shortage, or insufficiency of supply, or any loss of damage occasioned thereby. The use of water upon the premises of the consumer is at risk of the consumer, and the responsibility of the Association shall cease at the point of delivery of water. Unless otherwise specified in agreement, the point of delivery shall be at the meter where the Association service line attaches to the consumer's line.

The Association, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, shall have the right to suspend temporarily the delivery of water, but in all such cases, as reasonable notice thereof as circumstances will permit, will be given to the consumer and the making of such repairs or improvements will be prosecuted as rapidly as may be practicable, at such times as will cause the least inconvenience to the consumer.

In case of shortage of supply, the Association reserves the right to restrict water use or give preference in the matter of furnishing service to consumers and interests of the Association, from the standpoint of public convenience or necessity.

Water will be furnished only for ordinary domestic, community purposes and fire protection. No water will be furnished for direct operation of steam boilers or machinery, and the Association will assume no responsibility therein.

#### Section 11: Meters.

The Association will own, install, and maintain all necessary meters for measuring the water service used by the consumer and from time to time will inspect and test such meters.

The Association will keep an accurate account on its books of the reading of meters, and such account, so kept, shall be offered as prima facie evidence of the use of water

service by the consumer, and shall be the basis on which all bills are calculated.

Should any meter fail to register correctly the use of that part of the water service which said meter should properly register, said service shall be estimated by the Association in sum equal to an average of three prior months consumption, for a comparable time of year.

Upon written request, the Association will test any consumer's meter, and where circumstances require, adjust for wrong charges not to exceed a prior six months period. A charge of \$2.00 will be made to the consumer for the meter test.

All meters will be tested before installation, and no meter will be placed in service or allowed to remain in service which is known to have an error in registration in excess of two percent (2%) under conditions of normal operation.

Each month the meters will be read to the nearest hundred (100) gallons, and the consumer will be billed on that basis.

The location of the meter or meters used in measuring the consumer's use of water must be in a place satisfactory to the Association's representative before service will be supplied. The meter will be installed outside of buildings.

No rent or other charge whatever shall be made by the consumer against the Association for placing or maintaining meters upon consumer's premises.

As a further consideration for the consumer's use of water from the Association, the consumer grants the Association, its representatives, employees, servants or agents the right to place a meter upon the premises of the consumer and the right of ingress and egress to said property for purposes of reading the meter, the repair, maintenance and inspection of the meter and the Association water line, and the inspection of the plumbing all on consumer's premises.

If a meter under-registers the amount of water used, due to tampering with the meter, or piping, or in any other way causing under-registration, the service may be discontinued and will not be reconnected until the consumer has made adjustment for the loss of revenue and damage to equipment.

If a meter is damaged by hot water from the consumer's line, the consumer shall be required to pay for the cost of repairs and for the loss of revenue occasioned by the damage.



Section 12: Service Line Connections by Association.

The laying of service pipes for the distribution of water connected with the main shall be performed by the Association and it shall be unlawful for any person, firm or corporation to lay or construct any such service pipe, or make any connection whatever to the main.

Section 13: Consumer Lines.

Pipes from the meter to the premises must be installed in accordance with the laws and regulations of the County, State and Federal governments and any other governmental agency and maintained in good order by the user. The size of consumer lines shall not be less than 1/2" I.D. and be of galvanized iron or equal quality. Pipe must be laid not less than 18" deep and provided with stop and waste for drainage, and all stand pipes or fittings of any kind must be so located, anchored and installed as not to interfere with or endanger the meter. All pipes should be well protected from freezing. Before pipe is covered, the Association should be notified that connection with meter is desired, and, after this connection is made by the Association, the user should see that all joints between the meter and the premises are tight. The user will be held responsible for any losses occurring between the meter and the premises from leaks, freezing, or otherwise. Should the consumer not be able to connect with the Association line and lay his water line 18" or more in depth, the Board of Directors will determine the depth for the consumer's line together with any additional conditions.

Section 14: Waste - Plumbing - Inspection.

Water will not be furnished to premises where the plumbing is defective. Plumbing should be of high test and first class. The Association will not be responsible for damage from a reasonable varying pressure. The Association may inspect pipe and plumbing at a reasonable time.

Section 15: New Mains and Service Lines.

Mains and service lines laid beyond the Association's existing system must be installed at the consumer's expense for all labor and material.

Section 16: Suspension of Rules.

The service manager is not authorized to suspend any of the foregoing rules and provisions.



Section 17: Amendments - Special Rules - Contracts.

The Board shall have the power, at any time, to amend, change, or modify any rule, or charge and to establish rates and contracts, and all water service is subject to such power.

Section 18: Extension of Existing Facilities.

Extension of existing facilities shall be defined as any installation, replacement, or extension of any water main or service connection, regardless of the length or diameter of the pipe.

Installation of mains serving more than one consumer, or potentially more than one consumer, shall be installed by a contractor satisfactory to the Directors and in conformance with plans and specifications approved by the Directors.

The Association will maintain the extended lines and will have jurisdiction over their use, such as connections to, extensions of, and withdrawal of service from those extended lines for violations of the rules and regulations stated herein.

Initial financing for the extended main lines shall be the responsibility of the benefited parties. Service connections will be installed by the Association.

PASSED by the Board of Directors, Cove Orchard Water Association, Yamhill County, Oregon, on this 25 day of April, 1983.

APPROVED this 23 day of May, 1983.

W. W. Cruise  
President

Attest:

Suzanne A. Beard  
Secretary

SCHEDULE A

SERVICE CONNECTION CHARGES  
(And Membership Fees)

Membership Fee: \$~~300~~350.00

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SCHEDULE B

MONTHLY SERVICE CHARGES

Minimum Bill - \$~~25~~26.00 for first 5,000 gallons,  
or portion thereof.

\$~~2~~2.50 per 1,000 gallons thereafter.

This rate schedule is subject to change without notice  
by the Directors of the Association and in no way binds the  
Association to supply service at these figures.

APPROVED by the Board of Directors, Cove Orchard Water  
Association, Yamhill County, Oregon, on this 25 day of  
April, 1983.

Wm W. Eruse  
President

Attest:

Suzanne G. Beard  
Secretary