

Glide Water Association

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Rules and Regulations

Section 1: Introduction

The rules and regulations are created by the Board of Directors (BOD) under the authority of Article IX of the GWA Bylaws and are intended to provide necessary details to conduct the business and affairs of the Association.

Section 2: Definitions

- 2.1 Customer Line** - a pipe, valves, and fittings leading from the meter into the premise served
- 2.2 Service Line** - the pipe, valves, and fittings laid from the main to and including the meter and meter box.
- 2.3 Water Main or "Main"** - the pipe, 2 inches or larger inside diameter, laid in the street, road, or alley and running approximately parallel to the street, road, or alley for the distribution of water to customers through service lines.

Section 3: Specific Rules and Regulations

3.1 Business Transactions

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

3.2 Application for Service

The Association will require each prospective customer 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 is 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 in order to determine which rate shall apply, or such other information as the Association may reasonably require.

Meters purchased must be placed into use within two years or renewal application filed for extension. Extensions will be given for one year. Costs for renewal and extension will be the difference between the amount originally paid for the meter and current rates or 10% of the original amount paid, whichever is greater. If an application for extension is not filed, the Association will assume the meter is no longer needed. No refunds will be given, as this money will be spent for the ongoing maintenance and repairs.

Notes:

- 1. The above does not apply to meter purchased before January 1, 2020. Members that have made alternative agreements may request continuation of those agreements by petition to the GWA Board of Directors filed within 90 days of the effective date of this revision of the GWA Rules and Regulations.**
- 2. The application is merely a written request for service and does not bind the Association to serve.**

3.3 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 cost to the Association to install the service from the main to and including the meter and for maintenance and repair of the water system.

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 require crossing of roads, streets, or alleys by ditching or boring. If crossing of roads, streets, or alleys by ditching or boring is required this will be accomplished at applicant's expense.

3.4 Water Rates

The water rate schedule is attached thereby as Schedule B.

3.5 Eligibility

The eligibility of an applicant must be established before water is turned on.

3.5.1 The eligibility of the applicant for service will be deemed established when the applicant has fully paid his service connection charge and membership fee.

3.5.2 Re-establishment of eligibility:

3.5.2.1 An applicant who has been a water customer of the association, and whose service has been disconnected for failure to pay water bills, will be required to re-establish his eligibility by making a cash deposit, before reconnection of service is made, of three times his minimum monthly payment.

3.5.2.2 An applicant who has been a customer of the Association at the premises or at some other premises than those specified in the application, 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 re-establish his eligibility as provided under paragraph B-1, before connection for service is made. Service may be denied anyone who uses any subterfuge whatsoever to avoid payment for service.

3.5.3 Deposits and Return of Deposits

3.5.3.1 At the time of giving the deposit as required under paragraphs 3.5.2.1 and 3.5.2.2, the applicant for service, or customer, will be given a receipt for the same. The return of the deposit will be made upon surrender to the Association of the properly endorsed deposit receipt or upon signing a cancellation receipt for the same when service is discontinued by the customer, except where there are charges due the Association for water service to the customer or for material and/ or labor, in which case the deposit will be applied to the charges and the excess portion of the deposit, if any, will be returned.

Note: The deposit schedule is attached as Schedule C.

3.6 Contracts

When the customer's 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 the 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 rates, 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.

Customers planning to vacate any premises supplied with water service by the Association shall give written notice of their intent to vacate at least two weeks prior thereto, specifying the date service is to be discontinued; otherwise, the customer will be responsible for all water supplied to such premises until the Association shall have notice of such departure or termination of residency.

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, approved by the Board of Directors and signed by the customer and Association officers.

3.7 Payment and Non- Payment of Bills

All bills for water are due and payable monthly at the office of the Association within two weeks after the date of mailing, and become delinquent thereafter, except in cases where special contract arrangements in writing specify the monthly payment date. See Schedule D for details. For the sake of convenience, payment may also be made at such places as may be noted on the face of the bill.

Services will be discontinued to customers having delinquent bills, if in the judgement of the board such action is necessary to enforce collection.

In case water is turned on without authority during the period of delinquency, the service will be disconnected, and it will not be reconnected until all charges are paid in full, together with an additional charge for reconnecting and any material or excess labor charge. Refer to Schedule D.

3.8 Temporary Service

For water service of temporary nature, for construction purposes the customer will 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.

3.9 Change of Occupancy or Discontinuation of Service

At the time specified by the customer 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 (pro rata) share of the monthly minimum provided for in the schedule applying the classes of service furnished. A turn-off fee will be included.

For example: Mrs. Smith will vacate the premises on December 15 and based on the meter reading on this date has a billing for the month of December totaling \$18.00. The proportionate share of the monthly minimum fee is calculated as follows:

Amount Due= days of use/days in month x minimum monthly charge=15/31 x \$40=\$19.35. Since \$18.00 is less than the pro rata value of \$ 19.35 Mrs. Smith will be billed for \$19.35

3.10 Responsibility and Service Performance

- 3.10.1** The Association shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer's line, plumbing, or equipment; and the Association may, without further notice, discontinue service to any customer when a defective condition of plumbing or equipment upon the premises of the customer 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 customer's line, plumbing, and equipment, and shall not be responsible therefor and will not be liable for failure of customer to receive service on account of defective plumbing or apparatus on the customer's

- 3.10.2** The Association reserves the right to discontinue service by means of disconnection or shut off of service in any case where excessive leakage of water in the customer's distribution system is taking place. In general, such leakage must be repaired by the customer within 72 hours of detection of the leak or notification of such leakage by the Association.
- 3.10.3** The Association will not permit any physical connection between a private water supply and association distribution system.
- 3.10.4** The Association will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of potable water to the customer. The responsibility of the Association shall cease at the point of delivery of water. Unless otherwise specified in a written agreement between the Association and the customer, the point of delivery shall be the point where the customer's line attaches to the meter.
- 3.10.5** 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 customers and the making of such repairs or improvements will be prosecuted as rapidly as may be practical, and if practical, at such times as will cause the least inconvenience to the customer.
- 3.10.6** 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 customers and interests of the Association, from the standpoint of public convenience or necessity. Water will be furnished for ordinary domestic, business and community purposes and fire protection only.
- 3.10.7** During periods of heavy water usage especially in the summer months, it may become necessary to ration or stop the use of association water to irrigate lawns, gardens, and outside plants. The Glide Water Association will provide guidance during these periods.

3.11 Meters

- 3.11.1** The Association will own, install and maintain all necessary meters for measuring the water service used by the customer and from time to time will inspect and test such meters.
- 3.11.2** The Association will keep an accurate account on its books of the readings of meters, and such accounts, so kept, shall be offered at all time, places, and courts as prima facie evidence of the use of water service by customers, and shall be the basis on which all bills are calculated.
- 3.11.3** Should any meter fail to register correctly, usage will be estimated by the Association using previously acquired data believed to have been unaffected by the meter failure.
- 3.11.4** The Association will, upon written request, test any customer's meter, and where circumstances require, adjust for wrong charges for a period not to exceed one-half year previous. A charge for meter tests will be made; if the meter is found faulty, the Association will pay said charge; if the meter is found sound, the customer will pay said charge.
- 3.11.5** 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.
- 3.11.6** Each month meters will be read to the nearest 100 gallons, and customers will be billed on that basis.

- 3.11.7** The location of the meter or meters used in measuring the customer'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.
- 3.11.8** No rent or other charge whatsoever shall be made by the customer against the Association for placing or maintaining meters upon customer's premises.
- 3.11.9** If, due to tampering with a meter and/or piping, the meter under-registers the amount of water used, the service may be discontinued, and will not be reconnected until the customer has made adjustment for the loss of revenue and damage to equipment and given satisfactory assurance that there will be no more tampering to cause under registration.

3.12 Service Lines Connections by the Association

- 3.12.1** The laying of service pipes for the distribution of water connected with the main shall be performed or supervised 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 whatsoever to the main without approval or supervision by the Association.

3.13 Customer Lines

- 3.13.1** Pipes from the meter to the premises must be installed in accordance with good engineering practice and maintained in good order by the user. The size of customer line pipes shall be not less than ¾ inch. Pipe must not be laid less than 18 inches deep and all standpipes 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 the connection with the 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.

3.14 Waste-Plumbing-Inspection

- 3.14.1** Water will not be furnished to premises where it is allowed to run continuously to prevent freezing, or leak through defective plumbing, or otherwise be wasted. Customer plumbing should be of high test and first class. The Association will not be responsible for damage from a reasonable varying system pressure. The Association may inspect customer's pipe and plumbing at a proper time.

3.15 Outside Users

- 3.15.1** Mains and service lines laid beyond the Association's existing system must be installed at the customer's expense for all labor and material under supervision of the Association.

3.16 Suspension of Rules

- 3.16.1** Suspension any of the foregoing rules and provisions can be authorized only by the President or acting President of the Board of Directors.

3.17 Amendments-Special Rules-Contracts

- 3.17.1** The Board shall have the authority, at any time, to amend, change, or modify any rule, rate, or charge and to make rates and contracts, and all water service is subject to such authority.

3.18 Extension of Existing Facilities

- 3.18.1** Extension of existing facilities shall be defined as any installation, replacement, or extension of any water main or service connection, regardless of length or diameter of pipe, as of September 1, 1964.

- 3.18.2** Installation of mains actually or potentially serving more than one customer shall be no less than two inches internal diameter and shall be installed by a contractor satisfactory to the Board, based on Rules and Regulations of the Oregon State Health Department.
- 3.18.3** Initial cost for the extended main lines shall be the responsibility of the benefited parties. Service connections will be installed either by the association or by a contractor upon payment of the standard connection fee and approval by the Association and in all respects will conform to the regulations governing service connections stated herein. These extended lines will become the property of the Association.
- 3.18.4** The Association will own and maintain the extended lines and will have jurisdiction over their use, such as connections to, extensions of, and withdrawal of service from these extended lines for violations of the rules and regulations stated herein.
- 3.18.5** In the event of a request for credit due to leaks, decision of the Board would be based on individual cases within the following guidelines:
- 3.18.5.1** A one-time credit shall be allowed per customer in the amount not exceeding 50% of the leakage amount. This credit would be based on the estimated volume of leaked water. For example:
- The customer has a billing during the month of the leak for 6500 gallons of water. For this same month in comparable years, the average usage has been 3800 gallons. Thus, the leak would be estimated to be 6500 gallons – 3800 gallons = 2700 gals. The one-time credit would be based on 50% of the estimated leakage or 1350 gals.

Submitted by:

Glide Water Association

Board of Directors

Accepted as Written by Board Vote

Schedule A- E Amended by Board vote

Date Amended: June 9, 2020

Application for Membership and Water Service with Glide Water Association

Name(s) of Applicant: _____ Member #: _____
Name(s) of Applicant: _____
Mailing Address: _____
Email #1: _____ Email #2: _____
Home #: _____ Cell #: _____
Service Address: _____

Type of Service desired: - RESIDENTIAL - COMMERCIAL
Size of Meter needed/installed: - 5/8"x3/4" -1" -1 1/2" -2"

Once the application is approved by the Board of Directors the Service Connection and Membership charges for the approved meter must be paid. The meter must be placed into service within two-years of the date of approval, or a renewal application must be filed for extension. A one-time extension for one year may be granted. The cost for the extension is 10% of the original Service Connection and Membership charges paid.

If, after two years (without extension) or three years (with extension), the meter has not been placed into service, the original Approval for Service Connection will be void. If service is required after this period the application process must be restarted from the beginning and the current Service Connection Fess must be paid. No refunds will be given, as the money will be spent on the ongoing system maintenance and repairs for the said meter.

Once a meter is installed by Glide Water Association the Member will be immediately charged the monthly base rate with usage, regardless of actual water usage or personal service line connection.

It is the member's responsibility to notify the Glide Water Association of any changes to the property that affect the water system billing or back flow requirements, including, connections to additional buildings, irrigation, or wells.

The Shut-Off Valve within the meter box is the property of the Glide Water Association and is not to be tampered with. If the member tampers with the Shut Off Valve causing damage, the member will be charged for all repairs of said damage.

I have read the above and I agree to all the terms therein.

Signed: _____ Date: _____
Signed: _____ Date: _____

I, as an agent for the Glide Water Association, have accepted this application for membership.

Signed: _____ Date: _____

Schedule A - Service Connection and Membership

These charges will be determined by the size of the meter needed to provide water that is necessary to the premises:

- 5/8x3/4 INCH METER-----\$6,500.00
- 1 INCH METER-----\$10,000.00
- 1 ½ INCH METER-----\$15,000.00
- 2 INCH METER-----\$25,000.00

Of this amount ten dollars (\$10.00) will be designated as membership.

Amended by Board vote

March 11, 2025

Addition to Schedule A:

Hardships: The parties involved must have a statement from the County determining hardship. No hook-up fee will be charged. Connections to the existing service will be at the parties’ expense. Monthly charges will be based on the current “double” rate. Renewals will follow the County policy until the hardship is resolved.

Added December 8, 1987 by Board Vote.

Effective Same.

Schedule B - Water Rates

These rates shall be for two categories of water users:

- Residential W-1
- Commercial W-2

Residential Rates		
Charge	Water Usage (Gallons)	New Rate/Unchanged
Residential Base Rate - \$46	4,000 Allowance	Unchanged
Usage Charge (\$0.005 a gallon)	4,001 – 10,000	Unchanged
Usage Charge (\$0.006 a gallon)	10,001-20,000	New Rate
Usage Charge (\$0.007 a gallon)	20,001-and above	New Rate
Double Water Rates		
Charge	Water Usage (Gallons)	New Rate/Unchanged
Residential Base Rate - \$92	4,000 Allowance	Unchanged
Usage Charge (\$0.005 a gallon)	4,001 – 10,000	Unchanged
Usage Charge (\$0.006 a gallon)	10,001-20,000	New Rate
Usage Charge (\$0.007 a gallon)	20,001-and above	New Rate
Commercial Rates		
Charge	Water Usage (Gallons)	New Rate/Unchanged
Commercial Base Rate - \$65	7,000 Allowance	Unchanged
Usage Charge (\$0.006 a gallon)	7,001 – 20,000	Unchanged
Usage Charge (\$0.007 a gallon)	20,001-and above	New Rate

Amended by Board vote

Effective January 1, 2025

Schedule C - Rental Properties Deposits

Administering accounts for landlords has become a time intensive and costly service that the Association can no longer provide.

As of October 1st, all Association members must have their accounts in their own name and will be responsible for paying the water bill on their property. We will not be setting up accounts for new tenants and will be removing tenant names from member accounts. It is important that you contact the administrative office to get your member account updated as soon as possible.

Note: Current Glide Water Association By-Laws establish that Association membership is granted only to the actual property owner.

Amended by Board vote

August 28, 2018

Schedule D - Non-Payment and Past Due Accounts

Your bills are mailed on the 1st of the month and are due on the 15th of the month. Your account is considered past due on the 16th of the month.

If you are 30 day past due (the 15th of the following month) a 48-hour red door hanger will be left on your door and the \$10.00 charge assessed. After the 48-hours has passed and you have not brought your account current, you will be assessed a disconnect fee of \$25.00 and your water will be disconnected. To reconnect your water, you will be assessed a reconnect fee of \$25.00. Once your account is paid in full, including the disconnect and reconnect fees, your water will be reconnected.

(By-Laws, Article XI Section 5, Section 5A and Section 5B)

If your account is 60 days past due your membership may be revoked. (By-Laws, Article XI, Section 5(B) To reconnect to Glide Water, a new installation service fee will have to be purchased at the current installation rate.

Note: Glide Water Association is not responsible for the delivery of monthly statements of past due notices. If you have not received your monthly statement by the 5th day of the month, please call the office at 541-496-3614 and a duplicate bill will be sent.

Amended by Board vote

August 28, 2018

Schedule E - Fees

Residential/Commercial Standby Fee:

The By-Laws specifically state in Article XI, Section 5 that "...minimum monthly rate to be payable irrespective of whether any water is used by a member during any month...". Based on this, the Residential and Commercial Annual Standby Fee of \$10.00 per year is out of compliance with the By-Laws. Going forward each meter will be charged the minimum charge, based on type of service, size of meter and water usage, if any.

Fire Water Standby Meters: \$30.00 per month

Meter Clearing Access Fee: \$100.00

It is the responsibility of members to provide free and clear access to water meters. If a water utility employee cannot read the meter, a notice will be left on your door regarding the lack of clear access. If the access to the meter has not been cleared within two-weeks, then the employee will clear the meter and the fee will be assessed on the next regular billing.

Past Due Notice (Door Hanger) \$10.00

Shut Off Fee for non-payment: \$25.00

Water Reconnect Fee: \$25.00

Emergency Call Out Fee \$25.00 per hour

Damage Utility Water usage: \$0.05 per gallon

Emergency Parts and Labor: Charges based on repairs completed

Meter Tampering: \$1,000

Law enforcement will be immediately notified if a meter is tampered with by:

- A member or a member's tenant turning water service back on after being turned off by Glide Water Association;
- A lock on the meter being cut off or removed after being placed there by Glide Water Association
- A member bypassing access to the meter when Glide Water Association has restricted the access to the meter

Backflow Meters

Each member with a potential for cross contamination to the Glide Water Association water supply shall have a backflow device installed to protect the water system from pollution and contamination. (OAR 333-06100070)

As a courtesy, Glide Water Association sends a reminder to members with a backflow device that their device needs to be tested on an annual basis by a certified tester. **All backflow devices must pass inspection and are due at the administrative office by September 30 each year.**

First Request for backflow device test results: Sent in February

Second Request for backflow device test results: **Sent August 1st**

Third Request for backflow device test results: **\$10.00, Sent October 1** and will include a 30 Day shut off notice. If the test results are not received within that 30-Day period, then shut off and reconnect fees will apply.

Amended by Board vote

August 28, 2018