

# RURAL WATER DISTRICT NO. 5 WAGONER COUNTY, OKLAHOMA RULES AND REGULATIONS

These rules are issued in compliance with the provisions of the Bylaws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time by a majority vote of the Board of Directors.

## DEFINITIONS

The following expressions when used herein will have the meaning stated below.

**APPLICANT:** Any individual, firm partnership, corporation, or other agency living on or owning land located within the service area who applies to become a participating member as defined in the District's bylaws.

**BENEFIT UNIT:** Benefit Unit means a legal right to one service connection to the District's facilities and to participate in the affairs of the District.

**BOARD:** The governing body of Rural Water District No. 5, Wagoner County, Oklahoma consisting of five (5) member Board of Directors.

**PURCHASER:** Purchaser shall mean all purchasers of the District's water.

**POINT OF DELIVERY:** The point of delivery shall be at the meter, unless otherwise specified in the approved application for water service.

**SERVICE:** The term service when used in connection with the supplying of water shall mean the availability for use by purchasers of water adequate to meet the purchaser's requirements. Water service shall be considered available when the District maintains the water supply at a minimum of 25 psi. at the point of delivery, in readiness for the purchaser's use, regardless of whether the purchaser makes use of it. Water service shall consist of facilities for supplying water to one residence or business establishment.

**SERVICE AREA:** The geographic area served by the District.

**APPLICATION FOR SERVICE:** The agreement or contract between the purchaser and the District, pursuant to which water service is supplied and accepted.

**WATER SERVICE:** A water service shall consist of facilities for supplying water to one residence or business establishment located on land within the District. A landowner must purchase a benefit unit and accept a water service for each residence or business establishment served.

**ILLEGAL CONNECTION:** Any unauthorized use of District's water, including serving additional dwellings and/or business.

**CROSS CONNECTION:** Any physical connection or arrangement between two (2) otherwise separate piping systems; one of which contains potable water of the public water supply system and the second of unknown or questionable safety, steam, gases, chemicals or substances whereby there may be backflow from the second system to the public water supply system.

**FORFEITURE:** Loss of the right to continued water service combined with the removal of the water meter.

### **GENERAL RULES**

The Supplying and taking of water will be in conformance with these rules and the District's Bylaws and the applicable rate schedule as may be from time to time amended by the District's Board of Directors. Provided, further, that if at any time the Board of Directors determine the total amount derived from the collection of water charges is insufficient for the payment of operation costs, emergency repairs or debt service, the board shall adjust the water rates according to the provisions as outlined in the organizations bylaws.

### **APPLICATION FOR WATER SERVICE**

Applicants for water service shall make application to the District. Applicants must sign an Application for Water Service and Water User Agreement and pay the current Benefit Unit fee.

The Board of Directors must approve all Benefit Unit Certificates.

The applicant shall pay a minimum payment each month from approval of the application, regardless of usage or setting of the meter.

Under no condition is the applicant buying a meter, they are purchasing the right to buy water, which is known as a Member Benefit Unit.

### **RIGHT OF ACCESS**

Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises to read and test meters, inspect piping and to perform other duties for the proper maintenance and operation of service, or to remove its meter and equipment upon discontinuation of service by consumers.

### **CONTINUITY OF SERVICE**

The District shall make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such necessary interruptions. The District does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods or other causes beyond its control.

## **METERS**

Meters will be furnished, installed, owned, inspected, and kept in proper operating condition by the District, without cost to the consumer. Meter will be set in a meter box furnished and installed by the District and will be set in an accessible place at or near the user's property line. The user will be responsible for providing a reasonable working area for the District at the location of the meter and keeping the area free of interferences of any kind.

The user will be responsible for all piping from the meter to the dwelling and there shall be no cross-connections made or maintained between any private water system and the water system of the District. Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for forfeiture of the Benefit Unit.

The District is not responsible for leaks, repairs, maintenance, or water loss occurring on the consumer's side of the meter.

The District does not accept responsibility for the water pressure at the consumer's point of delivery. It will be the consumer's responsibility to install and maintain on their service line an acceptable pressure regulating device to control the water pressure for their use.

## **METER TESTS**

Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two (2%) percent inaccurate. Otherwise the consumer for whom the requested test was made will be charged for the cost of making the test.

## **METER DATA REPORTS**

Consumer will be entitled to one (1) meter data report per year. If the consumer requests additional meter data reports within the same twelve (12) month period, there will be a \$25.00 charge per report.

## **BILLING**

Water bills will be rendered for service by the 1<sup>st</sup> day of the month following that in which the service was rendered. Service bills not paid by the 16<sup>th</sup> of the month shall be subject to a late charge.

## **RATES**

The Board of Directors will set and amend rates as necessary for the payment of operating costs, emergency repairs, debt service, long range developments, improvements, maintenance, and other related costs. Rates will be reviewed on an annual basis and are subject to change by majority vote of the Board of Directors.

## **CONSUMER'S RESPONSIBILITY**

The consumer will be responsible for any damage to service equipment installed by the District for his service for any cause other than normal wear and tear. This includes service pipe, meter, meter setting, ball valve and/or check valve, transmitter, meter box and meter box lid.

## **CHANGE OF OCCUPANCY**

It will be the consumer's responsibility to anticipate change of occupancy and to have the consumer's water supply (Benefit Unit) transferred to the new consumer as prescribed in these rules and regulations. Until service and/or the Benefit Unit is formally transferred the original holder will be responsible for payment for service. All charges levied against a Benefit Unit must be paid before the Benefit Unit will be transferred.

## **BENEFIT UNITS**

**Benefit Unit fee is a non-refundable fee and will not be considered a deposit.**

Failure to pay the monthly minimum charge or to pay for water used through the meter will constitute a forfeiture of the Benefit Unit. When water service has been disconnected due to non-payment and a lock has been placed on the meter for a period of two (2) months, the District will send a thirty (30) day notice by registered or certified mail to the Benefit Unit holder at the last known address stating they have thirty (30) days to pay the entire balance on the account or the Benefit Unit will be revoked. If customer is a tenant, a thirty (30) day notice will also be sent by registered or certified mail to the Benefit Unit Holder at the last known address.

If Benefit Unit is revoked, a new Benefit Unit will have to be purchased at the current price at the time of purchase to restore water service to the property.

*These Amended Rules and Regulations were Adopted by unanimous vote of the Rural Water No. 5 Wagoner County Board of Directors at the September 1, 2020 board meeting.*

