

RURAL WATER, SEWER, AND SOLID WASTE MANAGEMENT
D I S T R I C T N O . 2 0
PITTSBURG COUNTY, OKLAHOMA

RULES AND REGULATIONS

(Revised and Adopted on the 15th day of February, 2020)

These Rules and Regulations (the “Rules”) are issued in compliance with the provisions of the Rural Water Districts Act of Oklahoma (82 Okl. St. Ann. 1324-1-1324-26), and the By-laws of Rural Water, Sewer and Solid Waste Management District No. 20, Pittsburg County, Oklahoma (the “District” or “Rural Water District No. 20, Pittsburg County, Oklahoma”) 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. If a provision of these Rules conflicts with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

1. **DEFINITIONS:** The following expressions, when used herein, will have the meaning stated below.
 - 1.1. **Applicant:** Any individual, firm, partnership, corporation or other agency owning land located within the District and applying to become a Member of the District in order to receive water, sanitary sewer and/or trash service.
 - 1.2. **Benefit Unit:** A right entitling the Member to one water service connection.
 - 1.3. **Board:** The board of Directors of Rural Water District #20, Pittsburg County, Oklahoma.
 - 1.3.1. **Training:** The duly elected board member hereby pledges to attend a minimum of six (6) hours of workshop training within twelve (12) months following election to said board for the purpose of receiving instruction in the areas of district financing, law, and the ethics and duties and responsibilities of district board members pursuant to Title 82 of the Oklahoma Statutes Section 1324.16.
 - 1.3.2. **Compensation for Expenses:** Board members will receive reimbursement of expenses for attending local, state, national, and international meetings concerning board member training and business for the district. Mileage, at the current rate that IRS recognizes, will be reimbursed to each board member, while serving on the board, for travel to and from local, state, national, Regular, Special and Emergency meetings; upon the presentation of a written request containing the mileage, to be presented quarterly.
 - 1.4. **Member:** Any individual, firm, partnership, corporation or other agency receiving water from the District’s facilities and owning or occupying land located within the District in favor of which one or more Benefit Unit(s) have been subscribed and paid for.

- 1.5. **Point of Delivery:** The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service & Water User's Agreement.
- 1.6. **Service of Delivery:** The term service, when used in connection with the supplying of water, shall mean the availability for use by the Members of water adequate to meet the Member's requirements. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the Member, regardless of whether or not the Member makes use of it.
- 1.7. **Application for Water Service & Water User's Agreement:** The agreement or contract between the Member and the District, pursuant to which water service is supplied and accepted.
- 1.8. **Water Service:** A water service shall consist of facilities for supplying water to a residence or business establishment located on the land within the District.

2. **GENERAL RULES:**

- 2.1. **Rates and Charges:** The supplying and taking of water will be in conformance with these rules and the applicable rate schedule attached hereto, and filed with the Secretary of the District. Provided however, that such rate schedule is subject to change by the action of the Board. Provided further, that if at any time the Board determines that the total amount derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs, or debt service, the Board shall increase the minimum water rate for the first month thereafter in an amount of sufficient to pay such operating costs, emergency repairs, or debt service.
- 2.2. **Violation:** A violation of the Laws of the State of Oklahoma or any agency thereof concerning the operation of the District's water system or a violation of the District By-Laws or District Rules and Regulations by the Member or any person acting on behalf of the Member will result in a forfeiture of the Member's Benefit Unit in the sole discretion of the Board and upon forfeiture the Member will no longer be entitled to District services.
- 2.3. **Membership:** Applicants for service shall make application to the District. Upon approval by the Board or its elected Manager, the applicant shall become a Member as evidenced by their purchase of at least one (1) Benefit Unit for each water service desired, fire sprinkler system desired, irrigation water service if applicable, and sign the standard Application for Water Service & Water Users' Agreement for an indefinite period. (Attachment #1)
- 2.4. **Service Readiness:** Before installing a service extension and providing water available for use, the Board may require the Member to pipe the subject property in order to be in readiness to accept service.
- 2.5. **Transfer Responsibility:** It shall be the Member's responsibility to anticipate changes of occupancy, and to have their Benefit Unit transferred to the new Member as prescribed in the District's By-Laws and these Rules and Regulations. Until the Benefit Unit is formally transferred, the Member who is the original holder shall be responsible for payment for

service. All charges levied against a Benefit Unit must be paid before the Benefit Unit can be transferred or service resumed where there has been a suspension.

2.6. **Process for Transfer.**

2.6.1. **The Transferring Member.** When a Member desires to transfer a Benefit Unit to another Member, the Member who is the original holder of the Benefit Unit (the “Transferring Member”) shall call the District Manager to make arrangements to have the service disconnected and the account taken out of their name. A Transfer Fee / Service Charge of \$50.00 will be applied to the Transferring Member’s account. Contact information such as a forwarding address and contact phone numbers will be required, as well as the date the Transferring Member wishes to disconnect service in their name. The Transferring Member’s meter will have a final meter reading and the related billing will be applied to the Transferring Member’s account. If the Transferring Member’s account deposit is insufficient to cover the final amount, a bill will be sent to the Transferring Member. If the deposit is larger than the final amount, any balance remaining after the final bill is paid will be refunded to the Transferring Member at the forwarding address provided.

2.6.2. **The Receiving Member.** When an applicant desires to receive a Benefit Unit from a Transferring Member, it must complete an Application for Utility Service in accordance with the District’s By-Laws and these Rules and Regulations. Upon approval by the Board, the applicant shall become a Member and may receive the Benefit Unit from the Transferring Member.

2.7. **Final Billing.** After the meter is read, your final bill will be figured and paid from your deposit. If your deposit is insufficient to cover the final amount, a bill will be sent to you. If your deposit is larger than the final bill, any balance remaining after the final bill is paid will be refunded to your forwarding address.

2.8. **New Members - Owners.** If you are buying, after you close, you need to come by the office and bring a copy of your deed. A copy of the signed deed may be obtained at closing from your closing agent. For our purposes it does not need to be recorded but must be a signed copy. You will fill out a Transfer of Membership and pay your deposit. We will also need a copy of your photo ID.

2.9. **New Members – Renters.** If you are renting, you will need to have one of District’s Rental Forms signed by your landlord. You will bring this signed form to our office. We will get your contact information and a copy of your photo ID. If your landlord requires a security deposit, this is between you and the landlord. All water deposits go in landlord’s name, regardless of who pays the deposit.

2.10. **Fiscal Year:** The fiscal year for the District shall be from January 1 through December 31 of every year.

2.11. **Sole Use:** A standard water service connection is for the sole use of the applicant or the Member and does not permit the extension of pipes to transfer water from one property to another; nor to share, resell, or sub-meter water to any other Member. If an emergency or

specific situation should make such an agreement advisable, it shall be done only on specific written permission of the Board and for the duration of the emergency.

- 2.12. **Inspection Rights:** Representatives of the District shall have the right at all reasonable hours to enter upon Member's premises to read and test meter, inspect piping, and to perform other duties for the proper maintenance and operation of service; or to remove its meters and equipment upon discontinuance of service by/to Members.
- 2.13. **Service Interruptions:** The District will 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 Members 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 in service caused by storms, strikes, floods, or other causes beyond its control.
- 2.14. **Property Membership Change:** The District will allow the Member of a Benefit Unit ninety (90) days in which to sell, transfer, or relocate their water service when the Member no longer holds title to the original property on which the service is located.
- 2.15. **Septic System / Pressure Statements:** An applicant shall be required to sign the attached statements concerning the existence of an approved septic system and the recommended installation of a pressure regulator when applicable. (Attachment # 3) Waiver to take the place of sewage disposal inspection and acceptance required by DEQ. Applicant has 30 days to comply with DEQ regulations and furnish the District a written inspection and approval by DEQ of this sewage disposal system.
- 2.16. **Miscellaneous Contracts:** The District, through its Board, may make specific water service contracts with the Federal Government, the State of Oklahoma or agencies thereof, school districts, and municipal corporations differing from stipulations set out in the Rate Schedule and the Rules and Regulations.
- 2.17. **Water System Connections:** There shall be no physical connection 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 Member's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a Member's service.
- 2.18. **Excessive Water Requirements:** In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing facilities without adversely affecting service to other Members to an unreasonable extent, the District will not be obligated to render such service, unless and until suitable self - liquidating financing is arranged to cover necessary investment in additional facilities.
- 2.19. **Capital Improvements:** The expenditures of District capital improvement monies without payback to the District shall pertain to any temporary, permanent, or emergency construction, either new, enlargement or change in design which improves water quality, water supply or provides a new water source and shall be contingent upon the following

criteria; any improvement cannot serve a new area outside District boundaries; any improvement must have prior approval by the Board, including location, size and scope.

3. **RATES AND CHARGES:**

- 3.1. **Benefit Unit Cost:** Effective January 16, 2018, the base purchase price of a Benefit Unit shall be \$2,658.00. The price of a Benefit Unit is accounted for as \$907.00 for water service and \$1751.00 for sanitary sewer service. After a Benefit Unit has been purchased the District has up to 90 days for installation. At the time of installation (90 days or date meter is installed, whichever comes first) the monthly billing will begin. The portion of funds over and above the actual cost of installation will be recorded in a separate capital improvement account, which is to be allocated for distribution system improvement funding programs. If there was previous Membership of a Benefit Unit, which forfeited, a new Benefit Unit cannot be reclaimed unless the past indebtedness is paid in full. In some areas there may be an additional connection charge required due to capital expenditures that were necessary to improve the system in order to make Benefit Units available, i.e., Line extensions and /or upgrades, this charge must be paid in full at the time of purchase.
- 3.2. **Extra Expenses:** Any expense involved in setting a meter, which are over and above the cost of the Benefit Unit, will be charged to the Member.
- 3.3. **Residential Rates:** Effective November 1, 2019, residential water rates shall be \$85.00 minimum per month and \$6.90 per 1,000 gallons.
- 3.4. **Commercial Rates:** Effective November 1, 2019, commercial water rates shall be \$85.00 minimum per month and \$6.90 per 1,000 gallons. Additionally, in the event that the Member requires a larger meter, the rate applied to the Member's usage fee shall be increased as follows:
- 3.4.1. 1" Meter – monthly minimum charge shall be \$92.00.
- 3.4.2. 2" Compound Meter – monthly minimum charge shall be \$99.00.
- 3.4.3. 4" Compound Meter – monthly minimum charge shall be \$106.00.
- 3.4.4. 6" Compound Meter and above – monthly minimum charge shall be \$114.00.
- 3.5. **Trash Rates:** Effective January 1, 2018, trash rates shall be \$33.00 per month per container. Residential members of the District are required to have a minimum of one (1) trash container and a maximum of three (3) trash containers on their Premises. Commercial members of the District may elect to contract directly with a different trash service provider in the event that their projected trash needs exceed three (3) trash containers.
- 3.6. **Payments:** Members shall remit the necessary payment the last business day of every month.

- 3.6.1. **Late Fee:** Bills not paid by the last day of the month in which the bill is rendered, shall be subject to a ten percent (10%) late charge.
- 3.6.2. **Disconnect/Reconnect Fee:** Meters will be read every month, and service may be discontinued after thirty (30) days delinquency. Service charge for disconnection and reconnection will be one hundred fifty dollars (\$150.00) for each action and to be paid each month the water was disconnected, plus full payment of the delinquent amount and thru reading on meter at time of disconnect. For example, if a member asks for a disconnect in January and reconnect in April, the member would pay \$450.00. Effective December 1, 2019.
- 3.6.3. **Loss.** Any water loss, due to leaks which occur on the Member's side of the meter, will be the Benefit Unit Member's responsibility and can be adjusted with a one-time leak adjustment per account.
- 3.6.4. **Returned Item Fee.** There will be a twenty-five dollar (\$26.00) service charge on any returned check.

4. **FIRE PROTECTION POLICY:**

- 4.1. **District:** District as an accommodation to the community, will allow flushing hydrants to be installed on lines as provided for herein, which may be used for purposes of fire protection. However, the District makes no representations or warranties concerning the adequacy of the hydrant or volume of water delivered. All Members and members of the public are to advise their insurance carriers as to proper inspection of any facility which the Member, the public or their insurance carrier is relying upon for fire protection purposes to determine whether the hydrant and required pressure meets insurance standards and specifications.
- 4.2. **Installations:** Hydrant installations shall be allowed only on lines which will furnish or deliver a minimum of 150 gallons per minute all of which shall be determined by the District Engineer. All four-inch lines shall be restricted to a post hydrant or a two-way flushing hydrant unless otherwise approved by district engineer. Post, Flushing and/or fire hydrants may be installed at each intersection by employees of the district while installing new or upgrading existing distribution water lines; based on the information determined by the District Engineer.
- 4.3. **Application:** Each application for water service will contain the following caveat; "Rural Water District No. 20, Pittsburg County, makes neither representations nor warranties concerning the adequacy of any fire hydrant, or volume of water delivered at a fire hydrant. All patrons are advised to advise their insurance carrier as to proper inspection of any facility which the patron or their insurance carrier is relying upon for fire protection purposes, to determine whether the hydrant meets insurance company required standards and specifications."
- 4.4. **Testing:** Fire Protection Districts shall be charged for all water used for testing any fire protection device at the highest current rate per 1,000 gallons plus the required minimum plus any expense the District may incur as a result of such testing, unless alternative agreement is established with the Board of Directors.

4.5. **Systems:** No suction or other extraction systems shall be connected to any hydrant. Or the liability will be borne by the person or organization committing the act.

4.6. **Authorization:** No District hydrants or valves or equipment shall be used without prior notice and authorization from the District, EXCEPT, when required by an emergency situation. In particular this provision shall apply to all flow or operational testing of fire protection equipment.

4.7. **Tampering:** Any person or organization tampering with or violating district hydrants without consent can be prosecuted to the fullest extent of the law.

5. **MULTIPLE USERS:**

5.1. **Requirements:** The Board may specifically authorize the Member of a Benefit Unit to connect an additional residence or business to his single line from the meter, contingent upon the following requirements;

5.1.1. An additional base rate will be charged each month.

5.1.2. Approval of the septic system for the additional unit by the appropriate county health department must be furnished before connection to the service is made.

5.1.3. Any additional connection made without approval and meeting all contingencies may result in the Benefit Unit being cancelled and service discontinued.

6. **METERS:**

6.1. **Membership / Responsibility:** Meters will be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the District without cost to the Member. Meter tests will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board.

6.2. **Location:** Meters shall be set on private property in front of the premises to be served, or at the closet point on the Member's premises as designated by the District. All meters shall be set outside and never connected into a vertical pipe. Meters set outside shall be placed in a meter box. Meters cannot be set on property which has been determined by the District Engineer to be in an area which has reached its delivery capacity or is "red-flagged."

6.3. **Errors / Testing:** Service meters with errors that do not exceed two percent (2%) fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that at ten percent (10%) load, unless a Member's rate of usage is known to be practically constant, in which case the error at such constant use will be used. Meter test requested by Members will be performed without cost to the Member if the meter is found to be in excess of two percent (2%) fast. Otherwise, the Member for whom the requested test was made will be charged for the cost of making the test.

6.4. **Corrective Readings:** Representatives of the District shall read all meters at least once annually.

6.5. **Damage:** The Member shall be responsible for any damage to the meter installed for his service due to any cause other than normal wear and tear.

6.6. **Misappropriation:** The Board may, in their discretion, forfeit the Benefit Unit of any member of the District who misappropriates water and may refuse water service to such member; they shall assess a penalty up to the sum of One Thousand Dollars (\$1,000.00); they shall determine the amount of estimated water usage and require reimbursement of that amount together with all costs incurred by the District including disconnect fees, legal fees, accounting fees, etc.; the Board shall be entitled and directed to take any and all steps necessary and proper in the premises to protect the interest of the District and the patrons therein,, including, but not limited to, the procedures above-described and including, but not limited to, the filing of criminal charges for prosecution of any violator.

7. **SERVICE LINES:**

7.1. **Membership / Responsibility:** The District will install and pay for all water service pipes (except for private fire protection) from its mains to the meters on property abutting the travel way along which the main is installed. The service pipe shall not be less than one inch (1) in size. The District will also install and pay for the cock, meter, and meter setting.

8. **EXTENSIONS AND DEVELOPMENTS:**

8.1. **Extension Requirements:** All extensions to District main lines must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the applicant requesting said extension. (Attachment #4).

8.2. **Development Requirements:** Any development within the boundaries of the District must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the developer. (Attachment # 5).

8.3. **Extension / Development Restrictions:** No water line extension will be approved if said extension would create or add to existing low pressure problems during normal or peak demand periods. The judgment of the District's Engineer shall be a determining factor on this issue.

These Rules and Regulations were unanimously adopted at meeting of Board of Directors, conducted the 16th day of November, 2019.

RURAL WATER DISTRICT #20 PITTSBURG COUNTY

By _____
Chairman