

POLICIES and PROCEDURES

December, 2022

These Rules are issued in compliance with the provisions of the Rural Water, Sewer, and Solid Waste Management Districts Act of Oklahoma (82 O.S. 1981 SS1324.1 through 1324.26), and 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. If a provision of the Rules conflict with 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.

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

APPLICANT: Any individual, firm, partnership, corporation, or other entity owning land located within the District, applying for water service.

BOARD: The Board of Directors of Rural Water District #17, LeFlore County, Oklahoma.

CUSTOMER: Any individual, firm, partnership, corporation, or other agency receiving water service from the District's facilities and owning or occupying land located within the District

POINT OF DELIVERY: In rural area's water transmission lines will be installed parallel to section lines and highways and on private property where possible. Water will be delivered at the meter, which will be located at the user's property line. However, if the cost to serve the last user or users on any line segment exceeds the average cost per user on the entire system, the last user or users will be required to pay all costs which exceed the average cost per user of the entire system.

SERVICE: The term service when used in connection with the supplying of water service shall mean the availability for use by the Customers of water adequate to meet the Customer'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 Customer's use, regardless of whether or not the Customer makes use of it.

APPLICATION FOR WATER USER'S AGREEMENT: The agreement or contract between the Customer and the District pursuant to which water service is supplied and accepted.

WATER SERVICE: Water service shall consist of facilities for supplying water to one residence or business establishment located on land within the District.

GENERAL RULES

The supplying and taking of water service will be in conformance with these Rules and applicable rate schedule attached hereto and filed with the Secretary of the District; Provided, however, that such rate schedule is subject to change by action of the Board. Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of emergency repairs, or debt service, the Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, or debt service.

OBTAINING WATER SERVICE

New service requiring line extension and tap

1. Applications for service shall be taken by the Board Treasurer and must be accompanied by tap fee in accordance with current LCRWD #17 Schedule of Rates and Charges or actual cost, whichever is greater. All fees are non-refundable.
2. Applicant must be in compliance with the Oklahoma Department of Environmental Quality for any new service.
3. Customers shall arrange for making a connection between the service line and the meter. The District's Water Operator will inspect all work connecting the line to the meter prior to completion of the work. The District's Water Operator will be responsible for turning on the water at the meter.

SERVICE WHERE A TAP IS EXISTING ON THE PROPERTY

Note: If prior owner or occupant has defaulted on payments, service will be denied until payment of unpaid balance is received by LCRWD #17.

1. Applications for service shall be taken by the Board Treasurer or other Board member as might become necessary and must be accompanied by connection fee in accordance with current LCRWD #17 Schedule of Rates and Charges.
2. The District's Water Operator will inspect the septic or sewer system for conformance with DEQ Rules and Regulations. Any non-conformance must be rectified prior to any final approval.
3. The District's Water Operator will be responsible for turning on the water at the meter.

CUSTOMER BILLING

1. Customers will be billed monthly in accordance with the rate structure of the District.
2. Meters will be read on the 15th unless it is a Sunday, in which case they will be read on the next business day. Bills will be rendered by the 19th.
3. Any bills are considered due on the 12th. If not paid by the due date, bills are subject to a 10% late fee and become subject to disconnection.
4. Disconnect letters with payment options shall be mailed on the 30th for past due accounts and service locked out on the following 10th unless a financial agreement has been approved by the Board.
5. Special consideration will be given owners with tenants by notifying them directly if an account is past due.
6. Failure to receive a service bill shall not excuse a customer from his obligation to pay for water usage.
7. The Board has the right to change all dates at any time.

TERMINATION OF SERVICE

1. Customers with unpaid bills on the 20th day of the month will be subject to shut off.
2. If service is disconnected, customers are subject to a termination fee in accordance with current LCRWD #17 Schedule of Rates and Charges
3. Customers may avoid termination of service by: (1) paying the amount in arrears at the CPA office before the scheduled shut-off date; or (2) receiving a hardship deferment and signing a Board approved deferred (time) payment plan specifying payment terms before the scheduled shut-off date.
4. Customers may appeal a notice of termination of water service. The Chairman of the Board or the Treasurer will act as the representative of the District. The representative is authorized to direct the billing clerk to correct errors of the District and adjust the amount due the District, receive payment to satisfy the amount in arrears, and negotiate deferred payment plans within the guidelines adopted by the Board.
5. A written record of a customer appeal will be prepared and submitted to the Board of Directors at the next Board meeting.

6. The Board will hear appeals at the regularly scheduled meeting or a special called meeting if the Board deems it necessary.

Violation of any of these provisions shall constitute cause for disconnection of a Customer's service.

DEFERRED (TIME) PLAN

1. A customer may apply for deferred payment before the shut-off date by claiming hardship by meeting with the Chairman of the Board or the Treasurer and filling out the application for hardship.
2. Examples of hardships eligible for time payment plans include loss of job, medical emergency, excessive bill (such as one resulting from large leaks), and extraordinary financial difficulties.
3. The maximum length of a deferred payment plan shall be ONE (1) YEAR.
4. Minimum monthly payment amounts shall not be less than one-twelfth of the total amount due.
5. If the hardship qualifies, the customer will sign a deferred payment plan.
6. Deferred payment amounts shall be in addition to the regular service bill amount.
7. If the customer defaults on the time payments, the entire amount of the deferred bill and the current bill becomes immediately due and payable. The customer is subject to disconnect.

RECONNECTION CHARGE

In order to reconnect service all past due charges must be paid in full along with the disconnect fee and reconnect fee as outlined in the current published Schedule of Rates and Charges.

SERVICE IS FOR SOLE USE OF THE CUSTOMER

A standard service connection is for the sole use of the applicant or the Customer and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell,

sub-meter water to any other Customer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency. Any temporary mobile structure such as a mobile home, trailer house, travel trailer, camping trailer, bus, van or RV that is utilizing the District's water thru one of its existing customer's meters and is occupied for 4 months or more in a single year must purchase its own water meter and provide proof to the District that it has a DEQ approved septic system in place. Failure to do so will result in the immediate suspension of the primary customer's water service and possibly that customer's membership.

MULTIPLE USERS

The classification, method of service, and minimum charge to be assessed each mobile home resident, whether located in a trailer park or located on an individual lot, will be the same as for any other residential users on the system. Each mobile home resident is expected to pay the same water charges as other users on the system. Normally, this would be accomplished by installing a water meter at each mobile home. If the residents of mobile homes are not permanent residents, the Board of Directors may elect to serve mobile homes located in a trailer park through a master meter, provided the owner of the trailer park agrees in writing that he will be responsible for collecting a minimum water bill each month for each mobile home, plus water used through the master meter in accordance with the rate schedule used for other residential users. Owners of trailer parks serving non-resident users will be expected to contribute an amount equal to the cost of enlarging the District's water system as required to serve the trailers. The trailer park owners must also pay for constructing their own lines within the trailer park.

AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES

The District through its Board of Directors may make specific water 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 rules. See Title 82.

RIGHT OF ACCESS

Representatives of the District shall have the right at all reasonable hours to enter upon Customer'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 meters and equipment upon discontinuance of service by customers.

Violation of this provision shall constitute cause for disconnection of a Customer's service.

CONTINUITY OF SERVICE

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 Customers 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, tested and kept in proper operating conditions by the District, without additional cost to the Customer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of American Waterworks Association by the District, as often as deemed necessary by its Board of Directors.

METER ACCURACY

Service Meters whose errors 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 arrived at by taking the average of the error at full load and that as ten percent (10%) load, unless a Customer's rate of usage is known to be practically constant in which case the error at such constant use will be used. Meters will be tested on request at no charge by water operator.

METER LOCATION

Meters shall be set in an accessible place on the outside of buildings except where otherwise directed by the District. All meters shall be set horizontally and never connected into a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the District. Access to meter must be maintained by the Customer, including mowing and animal control. A charge may be assessed if it is found the meter is not accessible as a result of the customer failure to maintain.

CUSTOMER'S RESPONSIBILITY

The Customer shall be responsible for any damage to the meter installed for his service, on account of any cause other than normal wear and tear. The Customer also shall be responsible for installing a pressure regulator on his side of the meter. The District will not be held liable for any damage to the customer's plumbing due to high water pressure.

CHANGE OF OCCUPANCY

Accounts do not transfer from one owner to another. When a property is sold a new account will be created after all charges have been paid for previous account. If a property owner has tenants, the name can be changed for billing but the owner remains responsible for the account if the tenant defaults.

MAIN EXTENSIONS

The applicant shall pay for the cost of the extension. After 5 years, the extension will become the property of the District. During the 5-year period when new taps are made, the applicant may request partial reimbursement of cost. The District shall maintain the extension during and then after the 5 year period.

APPLICANTS HAVING EXCESSIVE REQUIREMENTS

In the event an applicant whose water requirements are found to exceed the District's ability to supply it from the existing source without adversely affecting service to other Customers to a reasonable extent, the District will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover the necessary investment in an additional source.

CROSS CONNECTIONS

There shall be no cross connections made or maintained between the water system of the District or any other system (private or otherwise) and that all new structures constructed within the District shall, prior to service connections, comply with the plumbing standards of the State of Oklahoma. In addition, all sewage disposal systems shall comply with the standards contained in Oklahoma Department of Health Engineering Bulletin Nos. 600, 0587 and 0575.

AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

District records, including minutes of meetings and financial records, are available for inspection by appointment only.

STANDARD ACCOUNTING PROCEDURES

Standard accounting procedures for non-profit organizations will be followed. All invoices are to be approved by Board before payment and all checks shall have 2 signatures.

NOTICE OF MEETINGS OF THE DISTRICT

1. The District meets in regular session the time and dates for the following year as determined during the December meeting each year and provided to the County Clerk as required no later than December 15th of each year.
2. The agenda for all regular meetings shall be posted at the Water Office and with the County Clerk's office at least twenty-four (24) hours before the meeting.
3. The agenda for any special called meeting shall be posted at the Water Office and with the County Clerk's office at least forty-eight (48) hours before the meeting.

SCHEDULE OF RATES

See separate document LCRWD #17 Schedule of Rates and Charges.

CHANGES IN POLICIES

These POLICIES and PROCEDURES are subject to change as required and voted on by the Board of Directors. The Board has final vote.