

RURAL WATER DISTRICT NO. 17, LEFLORE COUNTY, OKLAHOMA

POLICIES AND PROCEDURES

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RURAL WATER DISTRICT NO. 17, LEFLORE COUNTY, OKLAHOMA

POLICIES AND PROCEDURES

(Amended and Adopted 02/11/2025)

These Policies and Procedures 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 Rural Water District No. 17, LeFlore County, and are designed to govern the supplying and taking of Water Service in a uniform manner for the benefit of The District and its Customers. These Policies and Procedures are subject to change from time to time. If any provision of these Policies and Procedures conflict with provision of the Rates and Fees Schedule, the provision of the Rates and Fees Schedule will prevail. If any portion of these Policies and Procedures shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

A. DEFINITIONS

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

1. THE DISTRICT:

The Rural Water District No. 17, LeFlore County, Oklahoma, also referred to as RWDLC No. 17.

2. THE APPLICANT:

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

3. THE BOARD:

The Board of Directors of Rural Water District No. 17, LeFlore County, Oklahoma.

4. THE CUSTOMER:

Any individual, firm, partnership, corporation, or other agency in good standing receiving Water Service from The District's facilities and owning or occupying land located within The District.

5. POINT OF DELIVERY:

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 Customer's property line.

6. SERVICE:

The term "service", when used in connection with the supply 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.

7. APPLICATION FOR WATER USER AGREEMENT:

The agreement or contract between the Customer and The District pursuant to which Water Service is supplied and accepted by both parties. Applications are available on The District website and at The District office.

8. WATER SERVICE:

Water Service shall consist of facilities for supplying water to one meter located on land within The District.

9. RULES AND REGULATIONS:

The phrase "rules and regulations", when referred to in The District's ByLaws, shall be interpreted to refer to these "Policies and Procedures"; the terms "rules and regulations" and "Policies and Procedures" shall be considered synonymous.

B. GENERAL RULES

The supplying and taking of Water Service will be in conformance with these Policies and Provisions and the applicable rate and fees schedule referred 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, is insufficient to pay such operating costs, emergency repairs, or debt service, The Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay for such deficiencies, such operating costs, such emergency repairs, or debt service.

C. OBTAINING NEW WATER SERVICE

For New Service Requiring Line Extension and Tap

1. Applications: Applications for new service shall be taken by the Board Treasurer or office personnel or other Board member as might become necessary. Following is a list of requirements that must be met or provided for new Service. Required Forms and Schedules are available at <https://lcrwd17.myruralwater.com/all-forms-and-reports>.
 - a) Operator must confirm location and have hydraulic approval by engineer;
 - b) Signed User Agreement;
 - c) DEQ Septic & Final Inspection form. For any new service, applicant must show required proof of a permit from the Oklahoma Department of Environmental Quality confirming an approved septic or sewer system.
 - d) Copy of feasibility study (usually done by engineer, contractor or previous owner);

- e) Notarized Easement, for Water Service and connections: Submitted by customer, Filed by The District at courthouse;
 - f) Copy of deed or tax statement for Proof of Ownership;
 - g) Lead and Copper Survey;
 - h) Tap Fee in accordance with The District's current "Rates and Fees Schedule" or actual cost, whichever is greater. All fees are non-refundable.
2. The Customer shall arrange to make a connection between the service line and the meter at the Customer's own expense. See "Appendix 1: New Service Flow Chart".

D. OBTAINING SERVICE WHERE A TAP IS EXISTING ON THE PROPERTY

1. Applications for service shall be taken by the Board Treasurer or office personnel or other Board member as might become necessary and must be accompanied by a connection fee in accordance with the current "Rates and Fees Schedule".
2. For an existing tap, the Customer is required to provide proof of property ownership, a notarized easement, and a lead & copper survey.
3. The District Water Operator will visually inspect the septic or sewer system for conformance with DEQ Policies and Procedures. Any non-conformance must be rectified by the Customer prior to any final approval of Application for service.
4. The District Water Operator will be responsible for turning on the water at the meter at the time service is deemed available.
5. Note: If previous owner or occupant has defaulted on payment, service will be denied until payment of unpaid balance is received by The District.

E. 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 the 15th falls on a Sunday, in which case meters will be read on the 16th. Bills will be rendered by the 18th.
3. All bills are considered due on the 12th. Bills not paid by the next billing cycle are subject to a 10% late fee and become subject to disconnect.
4. Disconnect letters with payment options shall be mailed on the 30th for past due accounts, and service shall be locked out on the following 14th unless The Board has approved a financial agreement with the Customer.
5. An owner may request shutoff free of charge, however all water usage bills must be paid in full before reconnection of service.

6. Failure to receive a service bill shall not excuse a Customer from the Customer's obligation to pay for water usage. It is the Customer's responsibility to notify The Water District if they fail to receive the monthly bill.
7. The Board has the right to change all dates at any time.

F. TERMINATION OF SERVICE

1. If service is disconnected, the Customer is subject to a termination fee in accordance with The District's "Rates and Fees Schedule".
2. Customers may avoid termination of service by: (a) paying the amount in arrears at the water office before the scheduled shut-off date; or (b) receiving a Board approved Hardship Agreement which specifies payment terms prior to scheduled shut-off date.
3. 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 office personnel to: correct errors of The District; to adjust the amount due The District; to receive payment to satisfy the amount in arrears; and to negotiate deferred payment plans within the guidelines adopted by The Board.
4. A written record of Customer appeals will be prepared and submitted to The Board of Directors at the next regularly scheduled Board meeting.
5. The Board will hear appeals at the regularly scheduled meeting or at a Special Called meeting if The Board deems it necessary.

G. HARDSHIP AGREEMENT

1. A Customer may apply for adjusted payment prior to the shut-off date by submitting a completed Hardship Agreement.
2. Examples of hardships eligible for adjusted 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 an adjusted payment plan shall be one (1) year.
4. Minimum monthly payment amounts shall not be less than one-twelfth (1/12) of the total amount due.
5. If the hardship qualifies, the Customer will sign the Hardship Agreement so that payment can be adjusted by The Board.
6. Adjusted payment amounts negotiated in an approved Hardship Agreement shall be in addition to the regular service bill amount.
7. If the Customer defaults on the adjusted payments, the entire amount of the adjusted bill plus the current bill becomes immediately due and payable, and the Customer is subject to disconnect.

8. A Customer may have his service restored (a) by paying the past due balance, and (b) by paying a reconnection fee as outlined in the current published “Rates and Fees Schedule”.

H. SERVICE IS FOR THE SOLE USE OF THE CUSTOMER

A standard service connection is for the sole use of the applicant or the Customer, and it 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 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.

I. MULTIPLE USERS

The classification, method of service, and minimum charge to be assessed any 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) a minimum water bill each month for each mobile home, plus (b) 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.

J. 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 District’s “Rates and Fees Schedule”, The District’s ByLaws, and these Policy and Procedures. See Oklahoma Statutes Title 82.

K. RIGHT OF ACCESS

Representatives of The District shall have the right at all reasonable hours to enter upon a Customer’s property to read and test meters, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove The District’s meters and equipment upon discontinuance of service by a Customer.

L. CONTINUITY OF SERVICE

1. 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 work deemed necessary. 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.
2. 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 the control of The District.

M. METERS

Meters will be owned, furnished, installed, 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 on file at The District office. Meter tests will be made by The District according to methods of American Waterworks Association as often as deemed necessary by its Board of Directors.

N. METER LOCATION

Meters shall be set in an accessible place within the easement on the outside of buildings, except where otherwise directed by The District. Meters set outside of a building shall be placed in a meter box which will be furnished and installed by The District. All meters shall be set horizontally; meters shall never be connected to a vertical pipe.

O. 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 shall be calculated by taking the average of the error at full load and the average of error at 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.

P. METER TEST REQUESTS

If a Customer requests a Meter test, and if that meter performance is found to be in excess of two-percent (2%) error, the cost of the test will be borne by The District. If the meter performance is not found to be in excess of two-percent (2%) error, the Customer who requested the test will be charged the cost of making the test. It is the responsibility of the Operator to (a) remove the meter, (b) submit the meter to an independent testing agent such as Utilities Technology Services / UTS, and (c) to replace or reinstall the meter.

Q. CUSTOMER RESPONSIBILITY

Excluding normal wear and tear, any damage to the meter installed for a Customer's service shall be the responsibility of the Customer. The Customer also is advised and shall be responsible for installing a pressure regulator on the Customer's side of the meter. The District will not be held liable for any damage to the Customer's plumbing due to high water pressure.

R. CHANGE OF OCCUPANCY

It shall be the Customer's responsibility to anticipate changes of occupancy. An owner has thirty (30) days from the date of sale or new tenancy to notify The District of change of occupancy. The owner is responsible for the account until the sale closes or new tenant establishes an account. A new account will be set up for the new owner or the new tenant.

S. MAIN EXTENSIONS

The applicant shall pay for the cost of any extension. After five (5) years, the extension will become the property of The District. Maintenance of any extension shall be the responsibility of The District.

T. SERVICES

The District will install and pay for all Water Services pipes. The service pipe shall not be less than three-fourths (3/4) inch in size. The District will also install and pay for The District corp stop, meter and meter setting. The meter will be set within the easement (a) in front of the premises to be served or (b) at the closest point on the Customer's premises as designated by The District. The determination of the location of the meter is the responsibility of the Operator. The decision of the Operator is final.

U. APPLICANTS HAVING EXCESSIVE REQUIREMENTS

In the event an applicant has water requirements that 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.

V. 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 all new structures constructed within The District shall, prior to Water 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.

W. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

District records, including minutes of meetings and financial records, are available for inspection by appointment only; copies of records will be provided within a time frame deemed reasonable by the District according to the availability of District personnel available to produce such copies. Charges for copies is at the discretion of The District, but charges shall not exceed the provisions of the Oklahoma Open Records Act. Open Meeting Act, Oklahoma Statutes §§ 301-314.

X. RULES OF DEBATE

For Customer-to-Board engagement during Board meetings, the following guidelines shall be utilized: See Appendix #2: Petition to Speak at Board Meeting, and Appearance Request Form

Y. NOTICE OF MEETINGS OF THE DISTRICT

1. The District meets in regular session. The current year's scheduled meeting time and dates shall be determined during or prior to the Annual Membership Meeting.
2. The agenda for all meetings shall be posted at The District office and with the County Clerk's office.
 - The posting must include the date, time and place of the meeting, and the agenda topics.
 - Regular Board meeting notice shall be posted at least twenty-four (24) hours prior to the meeting.
 - Special Called meeting notice shall be posted at least forty-eight (48) hours prior to the meeting.

Z. SCHEDULE OF RATES

See separate document RWDLC No. 17 "Rates and Fees Schedule", available at <https://lcrwd17.myruralwater.com/all-forms-and-reports>

AA. CHANGES IN POLICIES

These Policies and Procedures are subject to change as required and voted on by The Board of Directors. The decision of The Board is final.

BB. INSPECTION AND ENFORCEMENT

1. Representatives of The District, the state and local Health Departments shall have the right at all reasonable hours to enter upon a Customer's property to read and test meters, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove The District's meters and equipment upon discontinuance of service by a Customer.
2. Violation of this provision shall constitute cause for disconnection of a Customer's service.

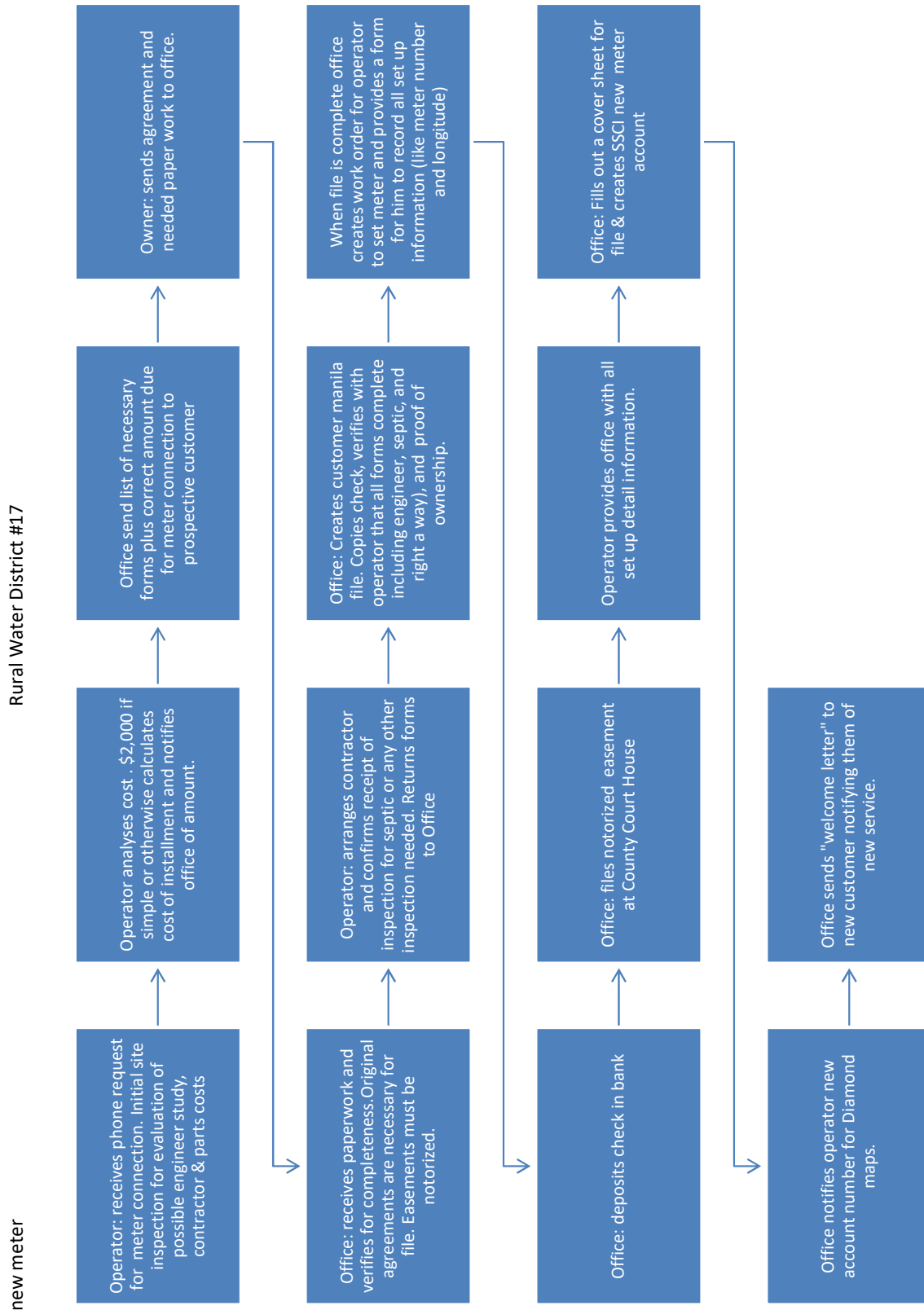
CC. THREATS OR AGGRESSIVE BEHAVIOR

Threats or aggressive behavior toward District employees or Board members will not be tolerated.

Any member who threatens or acts aggressively toward any District employee or Board member may be prosecuted to the full extent of the law and/or may have his/her membership revoked upon majority vote of the Board of Directors.

Revised and Approved January 25, 2025
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APPENDIX #1: NEW SERVICE FLOW CHART



APPENDIX #2: PETITION to SPEAK and APPEARANCE REQUEST FORM

CUSTOMER TO BOARD ENGAGEMENT GUIDELINES for LCRWD17 MEETINGS

Any citizen wishing to speak before the Board must sign the appearance request before the meeting begins. (See “Appearance Request Form”, Appendix #2.)

1. All the citizens’ input must directly pertain to the item on the agenda being discussed.
 2. The requestor shall be asked to wait to make their comments when the Board gets to that particular item on the agenda. If no such item appears on the agenda, then their remarks shall be made when the Board offers “Open Member Input”.
 3. All questions and comments must be directed to the chair, and no citizen may address and/or question any individual Board member or staff member except with the permission of the chair.
 4. Each requester will be given 3-5 minutes for discussion of his/her topic unless such time is shortened or lengthened by the Board chair. The vice-chair shall be the timekeeper and shall announce the end of the time period.
- Once such citizen has been recognized, the citizen should state his/her name and address.
 - No citizen shall speak or comment so as to distract, disturb or interrupt any other speaker but shall only make comments after the chair has recognized him and after he/she has stated his/her name and address.
 - No gestures or activities intended to disturb the order and decorum of the Board meeting shall be permitted.
 - Any citizen who shall wantonly disturb the lawful assembly of the governing body meeting shall be asked by the chair to leave the meeting. In the event that such citizen will not leave the public assembly and continues to disturb and disrupt such assembly, such person may be subject from removal from the chamber for disturbing the peace.

APPEARANCE REQUEST FORM: LCRWD17 BOARD OF DIRECTORS MEETING

Subject: Request to Speak at Upcoming LCRWD17 Board Meeting

Date: _____

From: _____ [Your Name]

Dear _____ [Board Chair Name]

I am writing to formally request the opportunity to address the LCRWD No. 17 Board at the upcoming meeting on [date],

regarding [Topic of Discussion].

As a [your relevant affiliation, e.g., concerned customer, community member, landlord, tenant, etc.]

I believe my perspective on [key point about the topic],
would be valuable to the Board's deliberations.

I am prepared to present information about [brief summary of your key points]

Please let me know if there is a specific time during the meeting when I can present my remarks.

Thank you for considering my request.

Sincerely, _____ [Your Name]

.....

Key points to include in your request:

- **Clearly state your intention:** Specify that you are requesting to speak at the upcoming Board meeting.
- **Identify yourself:** Mention your name, affiliation within the community, and relevant background.
- **Outline the topic:** Clearly state the subject matter you wish to discuss and why it is important to the Board.
- **Be concise:** Keep your request focused and brief, highlighting the key points you want to convey.
- **Offer to provide information:** Indicate your willingness to share supporting data or documentation if applicable.

Be respectful and professional: Maintain a polite and courteous tone throughout your communication.