

**CONSOLIDATED RURAL WATER AND SEWER DISTRICT NO. 1
JEFFERSON COUNTY, OKLAHOMA**

RULES AND REGULATIONS

Adopted September 11, 1989
(Revised October 13th, 2014 & Nov 10, 2014)

These rules are issued in compliance with the provisions of the Rural Water and Sewer District Act of Oklahoma, and the By-Laws of the District and are designed to govern the supplying and taking of water and sewer 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 conflict with a provision of the By-Laws, the provision of the By-Laws shall prevail.

No water system employee or Board Member is authorized to change or make exceptions to these rules and regulations. Any exceptions or changes must be approved by the Board at a duly called meeting.

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

Applicant: Any individual, firm, partnership, corporation or other agency owning or occupying land located within the District, applying for water and/or sewer service.

Benefit Unit: An active share in the water district which entitles the owner to all rights, privileges, and obligations as set out in the By-Laws of the District.

Board: The Board of Directors of Consolidate Rural Water and Sewer District No. 1, Jefferson County, Oklahoma.

Consumer: Any individual, firm, partnership, corporation or other agency receiving water and/or sewer service from the District's facilities and owning or occupying land located within the District in favor of which one or more Benefit Units have been subscribed and paid for.

Point of Delivery: The point of delivery of water shall be at the meter. The point of sewer connection will be at the District's collection line adjacent to the property.

Service: The term service, when used in connection with the supplying of water, shall mean the availability for use by the consumer of water adequate to meet normal requirements and adequate sewage collection and treatment facilities.

Water Users Agreement:

The agreement or contract between the consumer and the District, pursuant to which water and sewer service is supplied and accepted.

GENERAL RULES

One Residence or Business Per Meter

A standard water service connection is for the sole use of the applicant or consumer, 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 consumer. Each Benefit Unit shall entitle the owner to not to exceed one line from the District's water system. Each line shall serve not to exceed one residence or business establishment together with the necessary and usual out-buildings.

A residence is any house, mobile home, trailer, or other structure used as a dwelling permanently or periodically. A travel trailer will not be considered to be a residence unless it is connected to the system for more than thirty days.

Any manufacturer or retail business requiring more than an outside faucet is considered to be a business requiring a Benefit Unit. Any business located in the same structure as the business owner's home may be served by one meter. Businesses owned and operated by the same person or company must have separate water meters if the businesses are served by separate electric meters.

The term "Necessary and Usual Outbuildings" refers to necessary outbuildings on farms such as barns and poultry houses, etc. The term does not refer to buildings being used for retail sales of goods or services to the public.

Cross-Connections and Backflow Prevention

There shall be no cross-connections made or maintained between the water system of the District and any private system, or with any substance of hazardous or questionable quality which may backflow or be back siphoned into the system such as water from stock tanks or chemicals from spray tanks, etc. Private wells must be physically disconnected from water lines being served by the District.

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 for cross-connections, and to perform duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service.

Applications for Service

Ammended July 1, 2009 Item D.

The Board need not approve applications for service before service can be rendered, unless there are extenuating circumstances.

A new Benefit Unit must meet the following conditions:

- A. The applicant must be an owner or occupant of land within the area served by the District.
- B. System capacity and facilities must be adequate to allow the addition of the service without adversely affecting existing consumers.
- C. A Water Users Agreement must be signed and on file in the District's office.
- D. Upon signing membership contract, if two parties wish to be listed on account, then both parties must sign the water users agreement. If one member signs the agreement, he/she is responsible for the meter. In the instance that both parties sign the agreement, both are equally responsible for the membership. In the event that one member vacates the property, and both members have signed the water users agreement, the meter will stay at the property.
- E. The Benefit Unit Fee must be paid in full. The Benefit Unit Fee is \$900.00.
- F. If the applicant has been a previous Benefit Unit owner, all back charges on the previous Benefit Unit must be paid in full.
- G. All County or State Health Department requirements regarding sewer facilities must be met.

The Benefit Unit Fee is not a deposit and, provided service is made available, will not be refunded. If service cannot be made available, the fee will be refunded to the applicant. The District has up to 90 days from the date the customer returns the water user's agreement with the full payment for the installation into the office, to get the benefit unit installed.

Road Crossings

The Benefit Unit fee includes the cost of installation except when a road crossing or extension of system lines is necessary. When a road crossing is necessary in order to make water service available to a Benefit Unit owner's property, construction will be done by the District or by a contractor hired or approved by the District. The Benefit Unit Owner will be charged the cost of any construction in addition to the Benefit Unit fee. When a road bore is required the customer will be billed for any additional construction cost. Payment must be made in full before any construction will begin.

Extension of Lines

When extension of water system lines is necessary in order to make service available to an applicant the following conditions must be met prior to construction of the extension:

- A. If money is available in the District's construction account, the board at its discretion may incur the full cost of the extension within the following guidelines.
 1. The extension must be monetarily feasible for the District.
 2. The extension must not cause harm to the District's system or current customers.
 3. The balance of the construction account must not be below \$60,000 as set by the board. If money is not available for the line extension the following guidelines are in place.

The Applicant or applicants must agree to pay the full cost of the extension. In order to benefit the existing system, the Board may require an increase in line size on the extension, in which case, the District may participate in the cost of the extension. The District will offer to install the first 1/8 of a mile of line for customers who need a line extension. The customer will be responsible for all other costs involved for the line extension with payment expected in full before construction begins.
- B. All State and County Health Department approvals and permits must be obtained in the name of the District and must be submitted to the District Office.
- C. All right-of-way easements must be obtained in the name of the District and must be submitted to the District office.
- D. The quality of materials and workmanship must meet or exceed the minimum requirements of Rural Development, the State Health Department, and the District.
- E. The extension if at all possible, will be installed on private property.
- F. Construction of the extension must be done by the District or by a contractor approved by the District.
- G. If done by a contractor, the contractor will warrant and maintain the extension for a period of one year from the date of completion.
- H. Upon approval and acceptance by the District, the Benefit Unit owner or owners must give to the District, legal documents conveying complete control and ownership of the extension to the District.
- I. The Board may, based on existing conditions or needs, make additional requests or requirements on a case by case basis.

- J. If the customer pays for their own lines and installs it themselves, it has to be tied into the main water line by Jefferson County Rural Water & Sewer District #1. It must be tapped and inspected to our specifications. At this point, any line becomes property of the Jefferson County Rural Water & Sewer District #1.

The above mentioned requirements will also apply to developers within the District.

Sewer Tie Ins

Any time a customer ties into our sewer lines they are responsible for the cost and installation of the hook-up.

Septic Tanks

A Benefit Unit will not be installed until described property has received an approved septic system by the Department of Environmental Quality, excluding farm taps. The customer is required to have documentation from DEQ before we can install a Benefit Unit. This document will become a permanent part of our records.

Benefit Unit Transfer

Benefit Units can be transferred without the approval of the board

Request for transfer of ownership of Benefit Units that require relocation of the unit will not be approved.

A transfer must meet the following conditions

- A. The owner must sign a request to transfer and the person that the unit is being transferred to must sign a Water Users Agreement.
- B. There will be no change in the location of the Benefit Unit.
- C. There will be a \$50.00 charge on all transfers to cover office work.
- D. All charges against the Unit must be paid up to date or the new owner takes over possession of any past due billing.
- E. To apply for a transfer, a customer must have all past due bills paid in full on any existing accounts before they can establish a new account at a different residence.

- F. When a membership is transferred before the 15th of the month the new owner will be mailed the current bill, if the membership is transferred after the 15th the previous owner of the membership will be mailed the current bill. However, if the previous owner does not pay the bill, the amount due follows the meter and will have to be paid by the new owner to avoid deactivation of service. No transfer will be made until both the Water User's agreement and Transfer form are in the District office. Any transfers received on the 15th of the month will not be completed until the following business day which will make the previous owner responsible for the bill.

In case of foreclosure, the Benefit Unit will follow the title of the land unless previously transferred.

Relocation of Benefit Units

Benefit Units not requiring a transfer of ownership may be moved from one location to another. The new location must have system capacity to serve the benefit unit.

There will be a \$50.00 Reconnect Fee and a \$50.00 Moving fee, to total \$100.00 upon the customers 3rd request to relocate meter.

Meter Location

Meters shall be set in an accessible place not to exceed five feet inside the Benefit Unit Owner's property, unless conditions warrant otherwise. A representative of the District will determine the location of the meter, giving consideration to the preference of the Benefit Unit Owner. Benefit Unit Owners should not run service lines until the location of the meter has been determined.

Testing of Meter

If a customer feels their meter is reading incorrectly, we will send the meter off to be tested, at a charge of \$100.00 to the customer. If the meter is reading incorrectly there will be no charge to the customer and we will make amends to the customer's account.

Billing, Payments, and Late Charge

Failure to receive a bill does not relieve a consumer from the obligation to pay the monthly bill.

Suspension of Service

Late Payment of Bill Resulting in Meter Being Pulled

The initial water bill received by each customer has a due date. If the water bill is not paid by the due date, a second notice is sent requiring payment of the full amount of the

bill plus a 10% penalty and denoting a water cut-off date. The meter will be pulled or locked-out and a reconnect fee in the amount of \$50.00 in addition to the full amount of the water bill must be paid prior to having the meter re-installed.

It is the responsibility of the customer to insure that the bill is paid prior to 4:30 p.m. on the cut-off date. The full amount of the bill must be received in the District Office by that date. It is not sufficient that the payment be mailed by that date. If the deadline is upon you, it may be wise to hand deliver the payment.

There will be no exceptions to this rule. Any agreement made by any employee or board member of the District concerning any additional notice is void. If payment is not received in the District Office by 4:30 p.m. on the 6th day of the following month, the meter will be pulled.

Bills will be mailed by the last working day of the month. Monthly bills are due on the 15th of the month unless that date falls on a weekend and then they will be due the following Monday. Payment must be in office or drop box by 4:30 on the 15th of each month. Past due bills will be mailed out on the 16th unless the 15th falls on a weekend whereas late bills will be mailed on the following Tuesday. If balance due is not in the office by 4:30 p.m. on the 15th a late charge of 10% will be added to the bill. Failure to pay past due bill by 4:30 on the 6th day of the following month will result in suspension of service.

Reinstating Service

To reinstate service after suspension for a delinquent bill, all back bills must be paid in full plus \$50.00 reconnect charge. District employees are authorized to accept full payment only for delinquent bills and the \$50.00 reconnect charge in the field. Meters will be reactivated during the hours of 8 a.m.-3:00 p.m. Monday through Friday.

District employees are authorized to accept payment in the field only on disconnect orders and on reconnects in order to reinstate service. Employees accepting payment in the field are required to give a receipt to the customer with the customer's signature and to keep a copy for District records. The copy should be turned into the office with payment.

Reinstating A Benefit Unit

Amended July 11th 2011

Suspension of service results in the forfeiture of the Benefit Unit. The Benefit Unit and water service shall be reinstated if, within 20 months after suspension of service, all back charges plus the \$50.00 reconnect charge are paid. Back charges will include all charges due at the time of suspension, plus a monthly minimum for those months while service was suspended. After twenty months from the date of suspension a new Benefit Unit must be purchased at a cost of \$900.00.

Owner-Tenant Responsibilities

Bills for services to a Benefit Unit will be sent to the Benefit Unit Owner. The District will accept payment from tenants, but the owner of the Benefit Unit will be responsible for all charges and obligations against his unit. The District will not be responsible for turning off service between tenants, read-outs between tenants, or for prorating bills between any two parties.

Returned Checks

The consumer will be charged \$25.00 for any check returned to the District.

When a check is returned to the District office, payment for which the check was given is considered unpaid at that time and the account is considered to be delinquent, subject to the terms of these rules and regulations. The delinquent Benefit Unit Owner will be contacted and given forty eight hours to pay the delinquent bill or service will be suspended. Payment by personal check in order to avoid suspension of service will not be accepted in this situation.

Payment by cash or money order will be required from consumers who have, during the past six months, given two insufficient funds checks to the District.

Nonworking Meters

If a meter quits working, the customer will be charged an average bill for the month or months that the meter wasn't working. The last three working months will be used to average the bill.

Meters and Cutoff Valves

The District shall Purchase and install a cutoff valve and meter in each service. The District shall have exclusive right to use such cutoff valve and water meter. Continued use of the District's valve will result in damage to the valve. Consumers wanting to turn the water off to their property should buy and install a cutoff valve in their service line. Pressure regulator valves can be purchased from the District at our cost or a minimum of \$50.00.

Meter Tampering and Stealing

Any person who by-passes or in any way tampers with or alters the proper metering of water or attempts to take or release unmetered water from the system shall be subject to a \$1,000.00 penalty on the first offense, also the customer will have to purchase a new membership. To get their service reconnected, the customer will have to pay a \$50.00

reconnect fee, mileage for the District employee to return to the site of the tampering, and the cost of all parts and labor for repairing existing meter or installing new meter. A second offense of meter tampering will result in legal prosecution by the District, and permanent suspension of service on the second offense.

In addition to the penalty, the offender may be subject to criminal prosecution.

System Damage

Water meters, meter connections and enclosures fire hydrants, blow-offs, and all other appurtenances to the system are the property of the District.

Any person or company who by intent or neglect causes damage to District property will be charged repair or replacement cost including labor, mileage, and water loss, if applicable.

Damage done by County and State workmen on County and State right-of-ways will be excluded from this policy.

Adjustments For Leaks and High Bills

The District will not make adjustments for leaks or high bills unless; in the discretion of the Manager the leak or high bill was the fault of the Water System.

Effective with the February 1996 billing, no adjustments will be made for high water usage or water leaks. If a meter is reading correctly, the water flowing through the meter must be paid for by the user.

Monthly Pay Out Policy

In case of high bills caused by leaks, arrangements can be made with the system office to pay the bill in monthly installments at the discretion of General Manager or the Board. Arrangements must be made prior to 9:00 a.m. on the service suspension date. Failure to pay any monthly installment will result in suspension of service on the next suspension date.

Larger Than Standard Meters

Only standard 3/4" x 5/8" meters will be used to meter water to customers with normal needs.

When a customer's needs require a larger than standard meter, the District shall determine the type, size, and location of the larger meter. Larger sized meters will be approved only after it is determined that system facilities can adequately provide the additional demand, and with Board approval. When a larger than standard meter is used,

the customer will be charged the additional cost of installation plus a larger monthly minimum based on the size of the meter. Rural Development recommendations will be used to determine the minimum.

When both high and low flows of water are expected, a compound meter will be required.

Trailer Parks and Overnight Campers

More than one mobile home may be served by one meter in trailer parks. In order to be considered as a Trailer Park the following conditions must be met:

- A. At least four monthly minimums will be charged to the Benefit Unit.
- B. Each month the number of homes present will be counted by a District employee on or near the last day of the month. A minimum will be charged for each home present, but the numbers of minimums charged will not be less than four.
- C. The Unit will receive a minimum amount of water for each minimum paid. Any additional water used will be charged to the Unit as per the rate schedule.
- D. The Benefit Unit owner will be responsible for any charges against the Unit.
- E. If a larger than standard meter is required, the Unit Owner must meet all policies regarding larger than standard meters.
- F. Any larger than standard meter serving a trailer park will be a compound meter.

Hookups for overnight and weekend campsites will not be considered as a trailer park unless campers on trailers remain in the area and receive water for more than thirty days.

Water used by campsites will be charged as per these rules and regulations and the rate schedule. Campers maintaining a hookup for more than thirty days will come under the policy regarding trailer parks

Fire Protection and Sprinkler Systems

The District's water system was designed and constructed to provide water for domestic use, and not for the purpose of providing fire protection. While a limited amount of fire protection can be given in some areas, system facilities are not adequate to offer dependable fire protection. The District will not authorize the installation of fire hydrants on lines of less than six inches in diameter. The District will not accept responsibility for losses which might occur due to lack of volume and pressure for fire protection.

Jefferson County Rural Water & Sewer District #1 is in the potable water service for domestic use and cannot guarantee enough volume and pressure for a lawn sprinkler system.

Withdrawal of Bulk Water

Except under the following conditions, no bulk water will be sold or withdrawn from the system.

- A. Fire Departments may take water from fire hydrants on six inch or larger lines without prior notice to the District, only for fighting fires in progress. Any non-emergency withdrawal of water except with prior notice and approval of the District is prohibited. (The existence of fire hydrants does not imply that the District can furnish volume and pressure adequate for fire protection.)
- B. Any individual or company wanting to buy bulk water from the system must first get District approval. Bulk Water is subject to change with water rate increases. When a customer wants to buy bulk water there will be a \$1500.00 deposit along with a contract placed in the District office, The deposit will be returned when the customer is through purchasing the bulk water, provided that the meter is not stolen, damaged created due to negligence, or any contamination to our system due to backflow. We will then bill the customer for the purchased water.
- C. After receiving approval and prior to each withdrawal, the District office must be notified as to the time, place, and amount of withdrawal.
- D. No withdrawal will be allowed that will adversely affect other District consumers.
- E. All County and State Health Department regulations must be met regarding backflow prevention and cross-connection safeguards.
- F. The District may require that a District employee be present at the time of withdrawal. In such cases, the employee's time and transportation will be added to the cost of the water.

Policy Clarification Enacted By the Board on 10-09-89

There shall be no temporary reinstallation of meters. Existing System Policy must be met before a Benefit Unit is reinstated or a meter reinstalled.

Any meter set on or before the 15th of the month will be billed for that month. Any meter set after the 15th will not be billed until the following month.

Privacy Policy

Jefferson County Rural Water & Sewer District #1 (the "District") is concerned about the preventing unauthorized disclosure of customer information. The District understands the importance customers place on the privacy and security of "personal information" that

personally identifies them or their account information. The District therefore adopts the following Privacy Policy to protect its customers.

All personal information, which includes information such as name, social security number, address, telephone number, credit card and checking information (herein referred to as "Personal Information") is treated as confidential and is maintained in a secure environment. Personal Information is used as a means of customer identification, account service identification, and payment collection purposes. Personal Information is protected regardless of whether or not the customer requests confidentiality.

Information relating to the amount of utility usage or the amount of the customer's utility bill, and account history is also protected if confidentiality is requested by the customer. If requested by the customer the information will not be available to third parties not listed on the customer's account.

No information will be given to outside entities, such as contractors, direct marketers, or other private-sector organizations.

All information is available to District employees needing access to perform their duties, and it may be disclosed to other governmental agencies for official purposes, to law enforcement when the District believes in good faith that the law requires it, to third parties when needed to protect and defend the rights and property of the District, to third parties in an emergency when needed to protect the personal safety of our customers or the public, to consumer debt reporting agencies, and to third parties when required under federal or state law, including, but not limited to the Oklahoma Open Meetings Act.