

Rural Water District No. 5

Rogers County, Oklahoma

RULES AND REGULATIONS

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RULES AND REGULATIONS FOR RURAL WATER DISTRICT NO. 5, ROGERS COUNTY, OKLAHOMA

By resolution the Board of Directors of Rural Water District No. 5, Rogers County, Oklahoma, has formerly compiled existing Rules and Regulations and adopts the following as its official guideline in the conduct of the affairs of the District.

Rule 1. The source of authority for the District shall be the following and in the following order:

- (a) The Constitution and Statutes of the State of Oklahoma.
- (b) Applicable decisions of the Supreme Court of the State of Oklahoma.
- (c) The Incorporation Documents of the Board of County Commissioners of Rogers County, Oklahoma.
- (d) Duly adopted By-Laws of the District.
- (e) These Rules and Regulations and Amendments thereto.
- (f) Duly passed and applicable Resolutions of the Board of Directors.
- (g) Decisions of the Board of Directors as voiced by the Chairman thereof.
- (h) Decisions of the Duly Appointed Manager of the District.

Rule 2. Definitions: The following expressions when used herein will have the meaning stated below:

- (a) Applicant: Any individual, firm, partnership, corporation or other agency owning land located within the District, applying for water service.
- (b) Benefit Unit: A right entitling the holder to one water service connection as provided in the District By-Laws.
- (c) Board: The Board of Directors of Rural Water District No. 5, Rogers County, Oklahoma.
- (d) Consumer: 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 Units have been subscribed and paid for.
- (e) Point of Delivery: The Point of Delivery shall be at the meter, unless otherwise specified in the Application for Water Service and Water User’s Agreement.
- (f) Service: The term service when used in connection with the supplying of water shall mean the availability for use by the consumers of water adequate to meet the consumer’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 consumer’s use, regardless of whether or not the consumer makes use of it.
- (g) Application for Water Service and Water User’s Agreement: The agreement or contract between the consumer and the District, pursuant to which the water service is supplied and accepted.

- (h) **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 land owner must purchase a Benefit Unit and accept a water service for each residence or business establishment served.
- (i) **Mobile Home Park:** A Mobile Home Park is a business providing facilities and utilities to a Mobile Home and/or R. V. owner for permanent or temporary location thereon.

Rule 3. 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 of Directors 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 sufficient to pay such operating costs, emergency repairs, or debt service.

Rule 4. Applicants for service shall make application to the Secretary of the District. If the application for service is approved by the Board of Directors, the applicant will purchase a Benefit Unit for each water service desired, and sign the standard Application for Water Service and Water User's Agreement for an indefinite period. For new service the applicant shall attach proper documentation of compliance with Planning Commission requirements.

Rule 5. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home and be in readiness to accept service.

Rule 6. A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, resell, or sub-meter water to any other consumer. 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. Provided, however, in the event of service to a Mobile Home Park, as defined herein, the Mobile Home Park operator shall be entitled to sub-meter and re-sell water to its customers within the park. The District shall be responsible only for delivery of water to the commercial meter serving the park and the Mobile Home Park shall be responsible for the internal distribution and shall indemnify and hold District harmless for any damage resulting from the Park operator's failure to comply with any Health Department or other required rule or regulation.

Rule 7. The District through its Board of Directors 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 schedules and Rules.

Rule 8. 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 meters and equipment upon discontinuance of service by consumers.

Rule 9. The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt services for the purpose of making repairs, connections, extensions, or 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.

Rule 10. 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.

Rule 11. Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the consumer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board of Directors. 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 at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant in which case the error at such constant use will be used.

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 a building shall be placed in a meter box furnished and installed by the District.

Rule 12. Bills will be rendered for service by the 5th day of the month following that in which the service was rendered as set forth in the rate schedule. Service bills not paid by the 16th of the month shall be subject to a six percent (6%) late charge. Failure of the

District to submit a service bill shall not excuse the consumer from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered, shall result in the disconnection of the service. Any taps will be disconnected when unpaid bill reaches \$150.00 and the Benefit Unit is subject to forfeiture as provided in the By-Laws.

Rule 13. The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-Laws of the District, after each suspension of service because of delinquent payment or for other infraction of these Rules, shall be the unpaid amount charged to date against the consumer's Benefit Unit, plus six percent (6%) interest, and a sum to cover the reasonable cost of labor necessary to make such reconnection which is determined at this time to be \$50.00. Fee for installation of meter is fixed at 20% of Benefit Unit price, transfer fees are fixed at \$15.00.

Rule 14. Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise the consumer for who the requested test was made will be charged for the cost of making the test.

Rule 15. The consumer shall be responsible for any damage to the meter installed for his service, on account of any cause other than normal wear and tear.

Rule 16. It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his Benefit Unit transferred to the new consumer as prescribed in the By-Laws. Until the Benefit Unit is formally transferred, 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.

In extending a water main to serve an applicant, the Board may at its discretion exercise one of the following options:

- (a) If the cost of the extension is less than the average cost of the entire system to each member, and sufficient construction funds are available, the Board may elect to make the extension upon the applicant's purchase of a Benefit Unit.
- (b) If the cost of the extension is greater than the average cost of the entire system to each member, but funds are available to the extent of such average cost, the Board may elect to contribute to the extension the amount of such average cost, and require the applicant to deposit in cash the additional cost in addition to the price of a Benefit Unit. If, and as additional consumers are connected to the extension, and as funds become available, all or part of the original consumer's deposit may be returned to him. Any portion of the original deposit remaining after the expiration of a five-year period will become the property of the District. In no case will interest be paid on such deposits.
- (c) In the event that the District does not have funds available to pay for construction in the amount of the average cost per member of the entire system, it may require as a condition of extending service, that the applicant deposit in addition to the price of a Benefit Unit, an amount which may equal the entire cost of the extension. In such event, the Board may, as funds become available, return the consumer that portion of his deposit equal to the average cost of the system per member. No interest will be paid on such deposits. The Board may require applicants for Benefit Units within the extended area who did not participate in the original extension contribution, as a condition precedent to the purchase of said Unit, to contribute to said extension costs an amount up to and equal to the average cost per member of the entire system. Provided, said requirements shall terminate after the expiration of five years or less, in the discretion of the Board, or the agreement to reimburse the original contributors has been satisfied, whichever event first occurs.
- (d) Require the applicant to defray the full cost of the extension to be built in accordance with the District's standards and to post a one year maintenance bond. The District shall retain full unencumbered title to the extension.
- (e) Extensions made into subdivisions shall be by specific standard subdivision contract.

Rule 17. The District will install and pay for all water services 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 3/4ths inch in size. The District will also install and pay for the District cock, meter and meter setting. The meter will be in front of the premises to be served or at the closest point on the consumer's premises designated by the District.

Rule 18. The cost of Benefit Units is fixed at \$1,100.00 for a residential 5/8 inch meter. Larger meters will increase in cost accordingly.

Rule 19. In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing plant without adversely affecting the service to other consumers 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 necessary investment in additional plant.

There shall be no cross-connections made between the system of the District or any other system (private or otherwise), except by contract with duly authorized municipal or Water District Systems. 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. Representatives of the District, the state and local Health Departments 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 disconnection of a consumer's service.

Unanimously adopted by resolution at a regular meeting of the Board of Directors held the 6th day of July, 1976, with all members present.

RURAL WATER DISTRICT NO. 5
Rogers County, Oklahoma
By: J. L. Watson, Chairman

ATTEST:
Leonard Bryant, Secretary

**AMENDMENT NO. 1 TO
RULES AND REGULATIONS OF
RURAL WATER DISTRICT NO. 5
ROGERS COUNTY, OKLAHOMA**

By resolution duly adopted by the Board of Directors of Rural Water District No. 5, Rogers County, Oklahoma, the Rules and Regulations of said Water District shall be and the same are hereby amended as follows:

Under the section providing for "Main Extensions" there shall be added the following paragraph (d) which paragraph shall read and provide as follows:

- (d) In the event an extension or expansion in the size of an off-site line is required to serve an area to be developed (meaning an area that is subdivided into smaller tracts for resale) the District, before supplying service to such area may require the Developer (meaning a legal entity who sells four or more parcels of a larger contiguous tract within any one calendar year whether engineered or platted or whether by metes and bounds) to enter into a standard contract for payback of such extensions and/or line size expansion. Such agreement shall contain generally the following conditions:
 1. A plat from the Developer showing the area to be served.
 2. A statement from the Developer designating the number of Benefit Units needed to serve the proposed development area.
 3. A statement from the District Engineer determining the number of existing Benefit Units, if any, that can be served by the existing system.
 4. A statement from the District Engineer designating the number of Benefit Units needed to serve ordinary growth and expansion in the area outside the proposed development area, which area shall be specifically described by the Engineer.
 5. A statement from the District Engineer with Board approval establishing the line capacity and size required to provide service to the proposed development area and the estimated cost thereof.
 6. A statement from the District Engineer with Board approval establishing the line capacity and size required to serve the general area of the District as designated by the Engineer in paragraph 4 herein an its ordinary growth requirements together with its estimated costs.
 7. A statement from the District Engineer certifying to the difference between the cost in paragraph 5 and paragraph 6 herein which difference shall be the extra expansion of the system required by the District to be installed by the Developer.
 8. A provision providing the District will repay the Developer its capital expenditure required to defray extra line size as set forth in paragraph 7 herein subject to the following conditions:
 - (a) No Benefit Units will be reserved to Developer but will be sold to applicants on a first come first serve basis.
 - (b) The payback shall be made to Developer annually until its total capital expenditure is recovered which is the amount set forth in the statement as provided in paragraph 7 herein or until the expiration of 10 years from the date of the agreement signed between the parties has passed whichever event first occurs.
 - (c) The amount of payback to Developer shall be based upon the pro-rata share of each Benefit Unit to the capital expenditure required for extra line size as set forth in paragraph 7 herein which is assessed over and above the ordinary Benefit Unit cost and which is sold in the area described by the Engineer in paragraph 4 or the capital contribution required

by a second developer in said area. All as finally determined by the Board of Directors and as provided by the payback contract to be signed between the parties.

In all other respects the Rules and Regulations as duly adopted herein shall remain in full force and effect.

RURAL WATER DISTRICT NO.5
Rogers County, Oklahoma
By: Darrell Dorsey, Chairman

ATTEST:
Paul Brietigan, Secretary

The undersigned Secretary hereby certifies that the within Rules and Regulations were amended by resolution of the Board of Directors in open session on the 5th day of July, 1977, and the said amendment as set forth herein is a true and correct copy thereof.

Paul Brietigan, Secretary

**AMENDMENT NO. 2 TO
RULES AND REGULATIONS OF
RURAL WATER DISTRICT NO. 5
ROGERS COUNTY, OKLAHOMA**

By resolution duly adopted by the Board of Directors of Rural Water District No. 5, Rogers County, Oklahoma, the Rules and Regulations of said Water District shall be and the same are hereby amended as follows:

Rule 20. It shall be against Rural Water District No. 5, Rogers County, Oklahoma, to park or place any obstruction such as fences, plantings, walls, vehicles, or any object within eight feet (8') of any District maintained Flush Hydrant.

When such obstruction is encountered, the District Manager shall order it removed, within a reasonable amount of time. Should time expire without obstruction being removed then the District shall terminate service to property until removal is accomplished. Should obstruction be a vehicle, said vehicle shall be towed at owner's expense if time expires. Benefit Unit holders shall be required to continue paying monthly minimum billing as required by District By-Laws to prevent forfeiture of Benefit Unit for non-payment.

Any Flush Hydrant placed prior to April 2, 2002 shall not be force to relocate.

In all other respects the Rules and Regulations as duly adopted herein shall remain in full force and effect.

RURAL WATER DISTRICT NO.5
Rogers County, Oklahoma
By: Martin B. Howard, Chairman

ATTEST:
Raymond R. Tomasko, Secretary

The undersigned Secretary hereby certifies that the within Rules and Regulations were amended by resolution of the Board of Directors attest in open session on the 2nd day of April, 2002, and the said amendment as set forth herein is a true and correct copy thereof.

Raymond R. Tomasko, Secretary