

WATER DISTRICT NO. 7 CREEK COUNTY, OKLAHOMA

RULES AND REGULATIONS

These Rules are issued in compliance with the provisions of the Rural Water Districts Act of Oklahoma (82 Oki. St. Ann. Sec. 1324.1 - 1324.25), and the By-Laws 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 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.

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

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

Benefit Unit: A right entitling the holder to one (1) water service connection.

Board: The Board of Directors of the Rural Water District No. 7, Creek County, Oklahoma.

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.

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service and Water Users' Agreement.

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.

Application for Water Service and Water Users' Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.

Water Service: A water service shall consist of facilities for supplying water to one (1) residence or business establishment located on land within the District. A landowner must purchase a benefit unit and accept a water service for each residence or business establishment served.

GENERAL RULES

- I. 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 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.

2. 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 Users' Agreement for an indefinite period.
3. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his/her home and be in readiness to accept service.
4. Customers requiring septic systems within the District must provide the District with a copy of the septic approval from the Department of Environmental Quality. If a septic approval is not available, an Agreement must be signed stating water would be used only for agricultural or construction purposes and would not be used in connection with any dwelling until such time as a copy of the septic approval is made available to the District.

Service is for Sole Use of the Consumer:

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 (1) property to another, nor to share, resell or sub-meter water to any other consumer. If an emergency or specific situation should make such arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency.

Agreements with Governmental and Public Bodies:

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 municipals corporations, differing from stipulations set out in the rate schedule and Rules.

Right of Access:

Representatives of the District shall have the right at all reasonable hours to enter upon consumers' 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.

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 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.

The District **does not** accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, testing of fire hydrants by the Mounds Fire Department or any agent acting on their behalf, or other causes beyond its control.

Meters:

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 and 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 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.

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 finished and installed by the District.

Bills:

Bills will be rendered for service by the 1st but no later than 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 close of business on the 15th of the month shall be subject to a ten percent (10%) late charge. Failure of the District to submit a service bill shall not excuse the consumer from his/her obligation to pay for the water used when the bill is submitted. Accounts not paid prior to the start of business on the 22nd day of the month in which the bills are rendered are subject to disconnection of the service.

Reconnect (Disconnect) Charge:

The reconnection charge for restoration of service where service is suspended for nonpayment or for other infraction of the By-Laws of the District and/or these Rules, if reconnection is authorized and approved under the provisions of the By-Laws, shall be the unpaid amount charged to date against the consumer's benefit unit, plus any disconnect charge(s) levied against the benefit unit.

The reconnection charge for restoration of service where the benefit unit has been forfeited due to nonpayment or other infraction of the By-Laws of the District and/or these Rules, if reconnection is authorized and approved under the provisions of the By-Laws, shall be the unpaid amount charged to date against the consumer's benefit unit, plus ten percent (10%) interest, any fees as set forth by the Board, and any sum to cover the reasonable cost of labor necessary to make such reconnection.

Requested Meter Tests:

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 by and for whom the requested test was made will be charged for the cost of making the test.

Consumer's Responsibility:

The consumer shall be responsible for any damage to the meter installed for his/her service, on account of any cause other than normal wear and tear. Intentional tampering, or destruction to the unit on top of the meter box, or tampering or destruction in any way to the meter itself will result in fines and/or prosecution. If the destruction is accidental, the fines may be waived for the first incident at the discretion of the field personnel, office personnel and/or the Board of Directors. Any and all instances will be reviewed on an individual basis. The penalties for the damage are as follows:

1st offense - \$200.00

2nd offense - \$300.00

Continued tampering or destruction - criminal prosecution

Change of Occupancy:

It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his/her 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 if service has been suspended.

Tenants

Tenants will be required to place a deposit with the District unless the benefit unit holder provides the District with a Tenant/Landlord Form duly executed stating the tenant need not place a deposit and that the landlord understands he/she will be responsible for any and all charges levied against the benefit unit. In the event the tenant vacates the residence without paying for services rendered, and in the event the charges for services rendered plus any and all fees or charges levied against the benefit unit exceed the deposit placed by the tenant, the benefit unit holder will be responsible for any and all charges levied against the benefit unit. Benefit unit holders/Landlords shall be notified of tenant's delinquent bills at the same time that tenant is notified, but no later than the first of the month following the billing's due date.

Main Extensions:

1. 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 in 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 when 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 the consumer. 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 the benefit unit an amount which may equal the entire cost of the extension. In such event, the Board may, as funds become available, return to the consumer that portion of his/her deposit equal to the average cost of the system per member. In no case will interest be paid on such deposits.

Services:

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

Cost of the Benefit Unit:

Two Thousand Dollars (\$2,000.00) for benefit units

Applicants having excessive requirements:

In the event an applicant's water requirements are found to exceed the District's ability to supply it from the existing plant without adversely affecting 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 an additional plant.

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, as well as the District's By-Laws and the Rules and Regulation. 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 consumers' 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 at the meeting of the Board of Directors held Monday, June 17, 2013 at Creek County Rural Water District No. 7, 1117 Commercial Avenue, Mounds, OK, with _____ Members of the Board of Directors present.

Secretary

POLICIES AND PROCEDURES

BILLINGS

The bills are mailed out on the last working day, and no later than the 1st. **Bills are due upon receipt but no later than the close of business on the 15th of the month.** If bills are not paid by the close of business on the 15th, there will be a 10% late charge added to the amount due. If you do not receive your bill by the 5th, please contact this office. If the 15th falls on a Saturday, Sunday or holiday that the District Office is closed, you are given until 5:00 p.m. on the next working day to pay without penalty. For example, if the 15th is on a Saturday and the following Monday is a holiday observed by the District, you will be given until 5:00 p.m. on Tuesday to pay without a penalty. However, if the 15th falls on a Saturday or Sunday, and the following Monday is a regular workday for the District, you will only be given until 5:00 p.m. on Monday to pay without a penalty.

The day after the bills are due, final notice cards will be issued notifying all customers with delinquent accounts the date that service will be disconnected. Any account not paid prior to the start of business on the disconnect date will be subject to being disconnected and an additional charge will be added to the amount due for disconnecting the service. All charges must be paid prior to service being reconnected.

WATER RATES

The attached listing of charges is broken down into 1,000-gallon increments. You will be billed for the water used. This listing is just for your information only. If additional charges are assessed, these will also be listed on your billing.

TELEPHONE NUMBERS

There is also a list of the non-emergency and emergency telephone numbers for the Police Department and the Fire Department as well as the Water District and City Hall telephone numbers. If you have a sewer, trash, beautification fee, or fire problem, you must contact the Town of Mounds for service. If you have a problem with trash pickup, you need to contact the Town of Mounds.

SERVICE FEES

DISCONNECT AND ILLEGAL RECONNECT FEES

Certain portions of the service fees may or may not apply. If an account is disconnected for non-payment, there is a one-time charge of \$50.00 for disconnecting and reconnecting service. However, if service is disconnected and then reconnected after hours (after 4:30 p.m.) the charge is \$75.00. This charge is to be paid, as well as the past due amount, before service can be reconnected. If service is disconnected and then reconnected by the customer without payment of the past due billing, we can charge an illegal or non membership connection fee of \$250.00. However, this charge is only assessed if we have disconnected services at least two (2) times without payment of the reconnect charges and the past due amount. The customer will be charged a fee each time service is disconnected which may be multiple times within the same month. Further, tampering/obstruction/destruction of RWD property (Meter can, Meter, Lid, Etc...) will be fined \$200.00. Meter tampering (cutting lock, etc...) will be fined \$100.00.

RETURNED CHECKS AND FEES

A \$75.00 returned check fee is charged on each account for which the payment was processed. For example, if you submit one check as payment for two (2) accounts, you will be charged a 75.00 returned check charge. Return checks will not be resubmitted to the bank. The only form of payment accepted for a returned check is cash or money order.

Effective 7/22/2022 (supersedes all other printings)

PROCEDURE FOR NOTIFICATION OF PROBLEMS

We would like to inform our customers of the proper procedures for notifying us of any problems within the District. Any problems or complaints should be directed to the District office at 827-6575 so that the appropriate work orders can be prepared for the employees. Please do not notify individual Board Members as this will only cause a delay in locating and correcting any problems. **After business hours, customers may call the office and voice mail will provide a telephone number to call. We do ask that customers use this number after regular business hours for problems of an emergency nature only.** If you have questions about your billing, please call the office during regular business hours. Office hours are 9:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. The office is closed on holidays and weekends. **No work orders will be issued on weekends or holidays unless it is an emergency.** Thank you for your corporation.

NON-EMERGENCY TELEPHONE NUMBERS

Mounds Police Department_____ 827-6160

Mounds Fire Department_____ 827-6733

EMERGENCY TELEPHONE NUMBERS

(Emergency calls only)

Mounds Police Department_____ 827-6161

Mounds Fire Department_____ 827-6611

Or 911

Mounds City Hall_____ 827-6711

Creek County Rural Water

District #7 (Water Department)_____ 827-6575

If you have an emergency, you can call this number and you will be provided an emergency number to call. However, **the number provided for after-hours is for emergencies only. No customer information will be provided.** If you wish to discuss the status of an account, you must call the office during regular business hours.

CREEK COUNTY RURAL WATER DISTRICT #7

1117 Commercial Ave
P.O. Box 318
Mounds, OK 74047

Telephone: (918) 827-6575

December 12, 2013

ATTENTION Creek County RWD #7 Customers

We have great new services available - electronic payments. You can pay online, by mobile device or by calling a toll-free number. Give them a *try*; we are sure you will love the convenience.

ONLINE PAYMENTS

Go to www.creekcountyrwd7.ruralwaterusa.com. Select the Pay Your Bill Now button. You will go to our payment processor, PSN, to register and make your first payment. Future payments will be three quick steps.

DOWNLOAD APP

Download "PSN Payments" from the App Store or Google Play. TIP: Register online first to setup your user ID and password.

CALL TO PAY

Call toll-free 1- 877- 885- 7968 to pay. Have your bill handy to provide your account number. On the first call, you will set up a payment account. Calls after that are just three steps to pay.

NOTE: There is a convenience fee charged by our payment processor for online/over the phone payments.

TIPS & BENEFITS

View Balance Due: Go online or your mobile device to view your balance.

Auto Pay: Set it, forget it with Auto-Pay; recurring payments for the amount of your bill. Your monthly bill will still be mailed.

Avoid Late Fees: Your online, mobile or phone payment posts the day you make it.

More: Print receipts, view payment history, change your payment method, change the date of or cancel your Auto-Pay and more.

QUESTIONS

If you have questions on the amount of your bill or need maintenance, contact Creek County RWD #7 at 918-827-6575.

If you have any questions on making payments online/ over the phone, please call PSN

(payment service network) at 1-866-917-7368. We hope you enjoy these convenient services.\

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