

RURAL WATER DISTRICT SEVEN
RULES AND REGULATIONS

WAGONER COUNTY

Amended and adopted at Board Meeting held on November 5, 2012

**RURAL WATER DISTRICT NO. 7
WAGONER COUNTY, OKLAHOMA
RULES AND REGULATIONS**

This section of the Policy and Procedures Manual contains the Rules and Regulations of Rural Water District No. 7.

These Rules are issued in compliance with the provisions of the Rural Water, Sewer, Gas, and Solid Waste Management Districts Act of Oklahoma (82 Okla. Statutes Sections 1324.1-1324.50), 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 attached 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.

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

1.1 Applicant: Any individual, firm, partnership, corporation, Board of Trustees, or other entity residing or owning land located within the District applying for water service.

1.2 Benefit Unit: A right entitling the holder to one water service connection.

1.3 Board of Directors, Board Members, Directors: The governing body of Rural Water District No. 7, Wagoner County, Oklahoma. The Board is made up of a five (5) member Board of Directors.

1.4 Customer: Any individual, firm, partnership, corporation, Board of Trustees,, or other entity which has applied for and is currently receiving water 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.

1.5 Point of Delivery: The point of delivery of Rural Water District No. 7 service to each customer shall be at the meter, unless otherwise specified in the Application for Water Service and Water User's Agreement.

1.6 Point of Use: The point of use shall mean the location at which water is used or consumed (a residence, building, dwelling, business, etc) or similar location on the customer's premises, where water is to be used by the customer.

1.7 RWD #7: Refers to Wagoner County Rural Water District No. 7.

1.8 Service: The term "service" when used in connection with the supplying of water 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

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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.

1.9 Service Area: The geographic area served by the District.

1.10 Service Connection: A water service connection consists of a water meter and other facilities for supplying water to a single point of delivery (one residence, dwelling, property, or premises, structure, business, etc.). A single customer may be supplied by more than one service connection if that customer has more than one point of use.

1.11 Water Supply Line: The water line that extends from the point of delivery to the point of use for each customer of RWD #7. Commonly called the customer line. The water supply line must be installed by the customer entirely at the customer's expense. RWD #7 will not be responsible for installation or repair of the water supply line.

1.12 Water User's Agreement: The agreement or contract between the customer and the District, according to which water service is supplied and accepted.

1.13 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 landowner must purchase a Benefit Unit and accept a water service for each residence or business establishment served.

2.0 GENERAL RULES

2.1 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. This Rate Schedule is subject to change by action of the Board of Directors. 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 of Directors 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.

2.2 The purpose of RWD #7 is to provide a safe supply of water service to the customers within its service area. The supplying and taking of this service shall conform to these rules and regulations, various Federal, State and Local Laws, and the applicable Rate Schedule of RWD #7.

2.3 Each customer of RWD #7 shall be eligible to receive service from RWD #7 only after a User's Agreement has been signed by the customer and RWD #7. If a customer requires service at more than one point of use, a separate User's Agreement shall be executed for each additional point of delivery.

2.4 RWD #7 agrees to provide service to the point of delivery, and install and maintain at its expense, one metered service connection for each customer's point of use, based on a valid User's Agreement.

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2.5 The customer will install and maintain, at his own expense, water supply line(s) from the point of delivery to the points of use. The customer will make repairs on a timely basis as necessary.

2.6 A metered water 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, or sub-meter water to any other person or entity. Each residential dwelling (house, mobile home, etc) shall have its own meter. 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.

2.7 At no time shall any customer or individual connect a non-RWD #7 water source to any water supply line or water line that is also connected to RWD #7. Representatives of RWD #7 shall have the right to enter customer's premises for the purpose of inspection and enforcement of this policy at all reasonable hours. Violations of this policy shall constitute cause for immediate disconnection of service.

2.8 It is the responsibility of each customer to anticipate changes in occupancy and to have service transferred to the new customer in accordance with the policy for obtaining service. Until service is formally transferred, the original customer shall be responsible for payment of service. The Board may refuse to transfer service until all past-due bills and charges have been paid.

2.9 Customers agree to pay the established fees for water service in accordance with the attached Rate Schedule at the time service is provided by RWD #7.

2.10 Agreements with Governmental and Public Bodies: RWD #7, 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 attached Rate Schedule and Rules.

2.11 Right of Access: Representatives of RWD #7 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 either the customer or the District.

2.12 Continuity of Service: RWD #7 shall 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. RWD #7 will not accept responsibility for losses which might occur due to necessary interruptions, nor does RWD #7 accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.

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3.0 OBTAINING WATER SERVICE OR TRANSFER OF MEMBERSHIP

3.1 Applications for service or transfer of membership shall be made to the Office Manager of the District at the RWD #7 Office. 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 Agreement for an indefinite period.

3.2 The Customer must complete the Application for Water Service and Water User's Agreement (see attached form) and return to RWD #7 Office. A copy of the applicant's deed, a map showing the location of the property and where the meter is to be located, and a copy of the most recent percolation test must be included with the form.

3.3 The Board may review the application and/or transfer the membership at their next regular meeting and may approve or deny the application/transfer.

3.4 Cost of a new membership (Benefit Unit) is included in the attached Rate Schedule and is non-refundable.

3.5 Before installing a service connection other than Construction Taps or Pasture Taps and providing water available for use, RWD #7 may require the applicant to pipe his home and be ready to accept service. A copy of the Installation Report from the Oklahoma Department of Environmental Quality confirming an approved septic system or sewer connection will be required. RWD #7 is responsible for the items and supplies from the distribution line to the meter. The customer is responsible for all items located from the meter to the residence or business.

3.6 If the application is a request for a transfer of membership, the applicant will be responsible for paying any past due bill that was left by the previous owner. If the meter has been locked because of non-payment, there is a fee for reconnection of services. The reconnection fee will be in accordance with the attached Rate & Fee Schedule. The applicant must also complete and return the attached forms "Transfer of Water Service" and "Application for Water Service and Water User's Agreement."

3.7 If RWD #7 has to lay a new line to reach the residence, RWD #7 may be required by the DEQ to obtain a permit or exemption permit especially if the line being laid is over one thousand (1,000) feet. The customer will be required to bear the cost of the line installation over 200 feet plus any applicable engineering fees. A permit must be obtained which will take between twenty to thirty days and time has to be allowed to purchase the pipe that will be needed for the project.

3.8 If RWD #7 has to lay a new line, the customer may be required to furnish RWD #7 with an easement from all the necessary property owners involved. These easements require a twenty (20) foot width distance in order to install and maintain a water line.

3.9 The applicant/customer is responsible for all costs from the meter can to the applicant's/customer's residence or business.

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3.10 All water lines installed up to the customer's meter are the property of RWD #7, regardless of how or who paid any or all of the costs.

3.11 If the request for new membership falls in an area that has restrictions on the number of water users that can be added to RWD #7, any new membership may be denied until RWD #7 has the funds to upgrade RWD #7 to carry additional customers.

3.12 A customer may apply for a Pasture or Yard Tap by completing the Application for Water Service and Water User's Agreement (see attached) and Application for Pasture or Yard Tap form (see attached) and returning to the RWD #7 Office. This service only applies to water service to be used for agricultural use only, not for use in a dwelling or household use. A copy of the applicant's deed, a map showing the location of the property and where the meter is to be located must be included with the form.

3.13 A customer may apply for a Construction Tap by completing the Application for Water Service and Water User's Agreement (see attached) and Application for Construction Tap Form (see attached) and returning to the RWD #7 Office. This service only applies to a temporary water service to be used during the construction of a new residence or business. This service will be provided for a period of one year from date of application; at the end of the one year period, the service will be converted to either residential or business service. A copy of the applicant's deed, a map showing the location of the property and where the meter is to be located must be included with the form. A copy of the certified installer's report for the septic system must be sent to the RWD #7 Office within one year.

4.0 METERS

4.1 Meters shall be furnished, owned, inspected, tested and kept in proper operating condition by RWD #7. 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 and as often as deemed necessary and determined by the Board of Directors.

4.2 **Meter Accuracy:** 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 customer's rate of usage is known to be practically constant, in which case, the error at such constant use will be used.

4.3 **Meter Location:** Meters shall be set in an accessible location on the outside of buildings except where otherwise directed by RWD #7. 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 RWD #7.

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4.4. Meter tests requested by customers shall be performed without cost to the customer if the meter is found to be in excess of two percent (2%) fast. Otherwise, the customer who requested the test will be charged for the cost of making the test.

4.5 The customer shall be responsible for any damage caused by other than normal wear and tear to the meter installed for his/her service.

4.6 In the event that a meter tests outside the above accepted error limits, RWD #7 shall pro-rate the usage for a period not to exceed three (3) months. Adjustments will be made to the account and the Customer shall be given up to six (6) months to pay the adjusted amounts.

5.0 BILLING

5.1 Customers will be billed monthly in accordance with the attached Rate Schedule of RWD #7.

5.2 In accordance with the Bylaws of RWD #7, a minimum payment must be paid each month, or payment for water used through the meter must be paid each month.

5.3 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 attached Rate Schedule. Service bills not paid by the 16th of the month shall be subject to a late charge at the current rate. This late charge shall be as shown on the attached Rate Schedule. Failure of the District to submit a service bill shall not excuse the customer from his obligation to pay for the water used when the bill is submitted.

5.4 If records indicate that the meter reading of a customer is not received by the District 7 Office Manager by the 21st of the month, the meter will be read by an employee of the District. A fee for doing this will be billed the customer for reading the meter. This fee is shown on the attached Rate Schedule.

5.5 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. The water service to a customer may be reconnected in accordance with the Reconnection Charge provision shown below.

5.6 Water consumption and other fees will be billed as separate items on the bill.

5.7 During the monthly meeting of Rural Water District No. 7, Wagoner County, Board of Directors held August 3, 2006, it was resolved that in case of a large water loss due to an ACT OF NATURE from the meter to the residence of any member, that RWD #7 may absorb a portion of the cost. Each case will be considered on its individual merits. (Resolution No. 2006-04)

5.8 Reconnection Charge: The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-laws of RWD #7, 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 customer's Benefit Unit, plus interest at existing rate, and a sum to cover the reasonable cost of labor necessary to make such reconnection.

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5.9 RWD #7 By-Laws provide that failure to pay the minimum monthly meter charges, or failure to pay for water used through a meter, shall constitute a forfeiture of the Benefit Unit on behalf of which such failure occurs. Such Benefit Unit shall be reinstated if within three (3) months after such failure all back charges are paid in full, plus interest at existing rate and reasonable labor charges necessary to effect such reconnections. Provided further, that the Board may permit such reinstatement within six months after such failure upon payment of all back charges, plus interest at existing rate and reasonable labor charges necessary to effect such reconnection. If the defaulting water subscriber is a tenant, the time set out above shall not commence to run until the Office Manager of RWD #7 has mailed or caused to be mailed, by registered or certified mail, notice of such default of the tenant to the owner of the Benefit Unit at the last known address as shown on the books of the District.

5.10 RWD #7 By-Laws also provide that reconnection for individuals, or family of individuals, that have paid for a Benefit Unit and have requested the meter be removed while not in arrears, may be reconnected with the following provisions:

- a) A fee of 6 months minimum water bill plus a service charge will be charged.
- b) No line work shall be necessary for reconnection, only a meter set.

5.11 Should a customer not be able to pay their entire water bill, a Deferred Payment Plan may be agreed to by RWD #7 and the customer. The guidelines for any payment agreement shall be as follows: Three months will be extended for each \$100 of balance. The Agreement for Deferred Payment form must be completed and signed by the customer and RWD #7 personnel.

6.0 TERMINATION OF WATER SERVICE

6.1 Failure to pay the entire amount due by the first day of the month following the month in which the bill is rendered shall result in the disconnection of the water service.

6.2 Customers subject to termination of water service will be charged a reconnect fee. (See attached Rate Schedule)

6.3 Customers may avoid termination of service by:

- (1) Paying the amount in arrears before the scheduled shut-off date; or
- (2) Receiving a hardship deferment and signing a deferred (time) payment plan specifying payment terms before the scheduled shut-off date.

7.0 METER READINGS:

7.1 Customers are required to submit their meter readings on the stub of the water bill or through the district's website before the designated date each month.

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7.2 Customers who are not able to read their meters because of physical limitations may be exempt from this requirement if approved by RWD 7 Management. Those customers who fall into this category may be required to furnish proof of their limitations at the discretion of the District.

7.3 Industrial/Municipal customers are excluded from this requirement. Agricultural customers are not excluded.

8.0 BAD CHECK SERVICE CHARGES:

8.1 The Service Charge on Bad Checks issued to RWD #7 by a customer in payment of a water bill is shown on the attached Rate Schedule. A Bad Check must be redeemed within three (3) days or the water service to that customer will be disconnected. The water service to a customer may be reconnected in accordance with the Reconnection Charge provision shown above.

9.0 TURNING ON/OFF WATER METERS:

9.1 The turning on or off of water service to a customer is coordinated by the Water District office. If water service to a customer needs to be turned on or off, District employees will perform this service at no charge to the customer. If any damages are incurred while a customer is turning on or off their water meter, the customer will be charged in accordance with the attached Rate Schedule.

10.0 REQUESTED METER TESTS:

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

11.0 CUSTOMER'S RESPONSIBILITY:

11.1 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.

12.0 CHANGE OF OCCUPANCY:

12.1 It shall be the customer's responsibility to anticipate changes of occupancy, and to have his Benefit Unit transferred to the new customer as prescribed in the By-laws. Until the Benefit Unit is formally transferred, the original holder shall be responsible for payment of 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.

13.0 MAIN EXTENSIONS:

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13.1 In extending a water main to serve an Applicant, the District will provide the first 200 feet of a 2-inch line extension for an individual. If the District deems it advisable to install a larger line (4-inch, 6-inch, etc) the District will bear the additional cost of the larger line.

13.2 The District will not extend a line into a subdivision unless the developer of said subdivision pays the entire cost of pipe and trenching into the subdivision including the cost of any upgrades of existing lines to provide adequate pressure and volume to said subdivision. The developer of said subdivision may install piping himself subject to District material specifications and inspection by District personnel during installation.

13.3 During the monthly meeting of RWD #7, Wagoner County, Board of Directors held August 3, 2006, it was resolved that the District will not reimburse anyone installing a water line that does not meet adequate requirements and specifications. It must not be less than a two-inch PVC 200 pound test line of O-ring bell-joint pipe. The line must not be laid at a depth less than 24 inches. It must follow a section fence line a section or half-section road, and be on private property if possible. The line must be installed and covered under the District's inspection.

13.4 The party installing or having line installed must obtain all legal easements across all properties involved. When said line is installed, tied into the District's line and the meter set at the opposite end, the line becomes the property of Rural Water District No. 7.

13.5 All such projects must be approved by RWD # 7 Board of Directors before said project starts. Also, an agreement must be worked out as to how reimbursement payments will be made. (Resolution No. 2006-05)

14.0 SERVICES:

14.1 The District will install and pay for all service piping (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 3/4 inch in size. The meter will be set in front of the premises to be served or at the closest point on the customer's premises as designated by the District.

15.0 MOBILE HOME COURTS:

15.1 During the monthly meeting of RWD #7, Wagoner County, Board of Directors held August 3, 2006, it was resolved that the current Rules and Regulations of Water District No. 7 shall be amended as follows:

Each occupied space in a mobile home court shall be charged the minimum water rate amount per month. If individual meters are installed at each occupied space, the owner(s) of such mobile home shall be billed at the normal rate per the current Rules and Regulations.

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If individual meters are not installed, the owner of the mobile home court will be billed the minimum rate for each occupied space, plus the water sold over and above the gallons allowed for the minimum rate.

Determination as to the number of occupied spaces shall be made by the Manager of the District, or his alternate.

This resolution shall be in full force and effect as of August 3, 2006. (Resolution No. 2006-06)

16.0 COST OF BENEFIT UNITS

16.1 As established by Board of Directors, and shown on the attached Rate Schedule.

17.0 APPLICANTS HAVING EXCESSIVE REQUIREMENTS:

17.1 In the event an applicant whose water requirements are found to exceed RWD #7's ability to supply it from the existing plant 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 necessary investment in additional plant equipment.

18.0 CROSS CONNECTIONS:

18.1 There shall be no cross-connections made or maintained between the water system of the District or any other system (private or otherwise). All new structures constructed within the District shall, prior to service connection, comply with the plumbing standards of the State of Oklahoma. All sewage disposal systems shall comply with the appropriate Oklahoma Department of Environmental Quality requirements.

18.2 Representatives of the District, the State of Oklahoma, Oklahoma Department of Environmental Quality, and local Health Department shall have the right at all reasonable hours to enter upon customer's premises for the purpose of inspection and enforcement of this provision.

18.3 If an applicant or customer violates the Rules and Regulations and the Water User's Agreement set forth by Rural Water District No. 7 by piping or permitting water to be piped from his meter to another customer, whether it be a mobile home, business, or permanent dwelling, the customer is subject for his water service to be cut off at once if he does not immediately disconnect the pipes servicing the second customer. Before water service will be restored, the second customer must be disconnected and the Reconnect Fee is paid (see attached Rate Schedule).

19.0 NON-METERED WATER:

19.1 The use of non-metered water is illegal, and is considered tampering with a Utility Company's equipment.

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19.2 Tampering with a Utility Company's equipment is a Federal offense, and will be prosecuted to the fullest extent of the law.

20.0 RAW WATER SALES:

20.1 The District will make available a supply of raw unprocessed water for use by area farmers and ranchers for replenishment of water for cattle. This water is totally unprocessed water, and is not fit for human consumption. It is strictly non-potable water taken directly from Lake Ft. Gibson.

20.2 The purchaser of raw water must provide their own tank for hauling this water from the District's facility on E. 109th St. N., near Okay, OK. The District will not be responsible for accident or injury to purchaser's equipment of personnel during the picking up of this raw water.

20.3 Rates for this water are as shown on the attached Rate Schedule. Payment for this water will be on the honor system. Envelopes and delivery tickets will be provided by RWD #7.

21.0 AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION:

21.1 RWD #7 records, including minutes of meetings and financial records, are available for inspection by the public each day of the week during normal office hours and on other days by appointment in accordance with the Oklahoma Open Records Act.

21.2 Appropriate information systems as utilized by RWD #7 shall be in place. (System information files, record keeping systems, database, engineer files, maps, etc.) These records shall be kept in a secure location.

21.3 All correspondence from regulatory and funding agencies shall be kept on file for a minimum of 10 years.

21.5 All correspondence and operational documents such as lab results, monthly operational reports, etc., shall be kept for a minimum of 10 years as required by DEQ standards.

21.6 All sanitary surveys shall be retained and available for review in accordance with the Oklahoma Open Records Act.

21.7 Copies of records of RWD #7 may be made available to any member of the public at a cost of \$.25 per page.

22.0 NOTICE OF MEETINGS OF RWD #7:

22.1. RWD #7 meets in regular session each month at the RWD #7 Office.

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**Rate & Fee Schedule
Effective May 1, 2012 (June 2012 bill)**

1. Cost of Benefit Unit: \$ 1,500.00

2. Residential Rate:
 - First 1000 Gallons (0-1,000 gallons): \$ 23.80
 - Next 1000 Gallons (1,001-2,000 gallons): \$ 4.14 per thousand gallons
 - Next 1000 Gallons (2,001-3,000 gallons): \$ 4.66 per thousand gallons
 - Next 1000 Gallons (3,001-4,000 gallons): \$ 5.18 per thousand gallons
 - Next 1000 Gallons (4,001-5,000 gallons): \$ 5.69 per thousand gallons
 - Next 1000 Gallons (5,001-6,000 gallons): \$ 6.21 per thousand gallons
 - Next 1000 Gallons (6,001-7,000 gallons): \$ 6.73 per thousand gallons
 - Next 1000 Gallons (7,001-8,000 gallons): \$ 7.25 per thousand gallons
 - Next 1000 Gallons (8,001-9,000 gallons): \$ 7.76 per thousand gallons
 - Next 1000 Gallons (9,001-10,000 gallons): \$ 8.28 per thousand gallons
 - Next 10,000 Gallons (10,001-20,000 gallons): \$ 8.80 per thousand gallons
 - All Above 20,000 Gallons \$ 9.32 per thousand gallons

3. Agriculture Rate:
 - Same as Residential Rate EXCEPT:
 - All Above 20,000 Gallons \$ 8.80 per thousand gallons

4. Municipal/Industrial Rate:
 - All Usage: \$ 5.45 per thousand gallons

5. Raw Water Sales \$ 2.00 per thousand gallons

6. Reconnect Fee/Service Charge: \$ 50.00

7. Meter Reading by Employee of District: \$ 25.00

8. Late Charge for Water Bills: 12% of Bill

9. Bad Check Service Charge: \$ 50.00

10. Repairs to Meters when Damage is Caused by Customer: \$ 50.00 plus of any materials used for repairs

11. Removal of Lock on Customer's Meter:
 - First Offense \$ 50.00
 - Second Offense \$ 100.00 (Will Be Reported to Sheriff)
 - Third Offense \$ 150.00 (Will Be Reported to Sheriff)

12. Pull Meter at Customer Request: 6 Months Minimum Bill + Service Charge

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APPLICATION FOR WATER SERVICE AND WATER USER AGREEMENT

This agreement entered into between Wagoner County Rural Water District #7, hereinafter called "RWD #7" and _____, member(s) of RWD #7, hereinafter called the "Member".

WITNESSETH

WHEREAS, the Member desires to purchase water from RWD #7 and enter into a water user's agreement as required by the Bylaws of RWD #7, and WHEREAS, RWD #7 has sufficient water to sell to the Member; NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

1) RWD #7 shall furnish, subject to the limitations setout in its Bylaws and/or the Rules & Regulations, now in force or as hereinafter amended, such quantity of water as the Member may desire in connection with Member's occupancy of the following described property:

- A. Legal Name of Member: _____
 - B. Legal Property Address: _____
 - C. Legal Description of Property: _____
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2) Each meter requires a separate Application for Water Service and Water User's Agreement and Benefit Unit.

3) RWD #7 shall install, at RWD #7's expense, a water meter, a cutoff valve and a service line which shall begin at the water main line and extend to the property line. RWD #7 shall have exclusive rights to use such cutoff valve and water meter.

4) The service line shall connect with the water main line of RWD #7 at the nearest place of desired use by the Member, provided RWD #7 has approved the location and determined in advance that the system has sufficient capacity to permit delivery of water to that point.

5) The Member agrees to grant to RWD #7, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands.

6) The Member shall install and maintain at the member's expense a water supply line which shall begin at the meter and extend to the dwelling or place or use.

7) The water supply line shall connect to RWD #7's water meter.

8) The Member also agrees to be fully responsible for the water supply line from the water meter to the home including the installation of an approved back-flow device if required.

9) The Member agrees to comply with and be bound by the Articles, Bylaws, Rules & Regulations of RWD #7, now in force or as hereafter duly and legally supplemented, amended or changed. The Member

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also agrees to pay for water at such rates, time, and place as shall be determined by RWD #7 and agrees to the imposition of such penalties for noncompliance as are now set out in RWD #7's Bylaws and Rules & Regulations, or which may be hereafter adopted and imposed by RWD #7.

10) The Member agrees to purchase a Benefit Unit in the amount as shown on the Rate & Fee Schedule attached to the Rules and Regulations.

11) RWD #7 shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the Member's water supply line for the purpose of supplying water to another user.

12) In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, RWD #7 may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of the Members, RWD #7 must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

13) The Member agrees that no other present or future source of water will be connected to any water lines served by RWD #7's water lines and will disconnect from the present water supply prior to connecting to and switching to RWD #7's system and shall eliminate their present or future cross-connections in the Member's system.

14) The Member shall connect the water supply lines to RWD #7's water meter and shall commence to use water from the system on the date the water is made available to the Member by RWD #7.

15) Water charges to the Member shall commence on the date service is made available regardless of whether the member connects to the system.

16) The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following: Late fees added to the bill, termination of water services, turn-off and turn-on fees and termination of the Membership Agreement.

IN WITNESS WHEREOF, we have executed this agreement this ___ day of __ _____, _____.

SEAL

RWD #7 Representative

Date Applicant's Signature Print Name

Mailing Address

Monies Received By: _____ On (Date): _____ Paid by: Cash _____ Check _____

**RURAL WATER DISTRICT NO. 7
WAGONER COUNTY, OKLAHOMA
RULES AND REGULATIONS**

Application For Pasture or Yard Tap

Benefit Unit No. _____
Sequence No. _____

I, _____, hereby make application to Rural Water District No. 7 (RWD 7), Wagoner County, for a pasture or yard tap only. I hereby agree that this water service will be used for agricultural use only, and will not be plumbed to any dwelling for household use.

Applicant agrees to comply with all other provisions of RWD 7 Application for Water Services and Water User's Agreement, RWD 7 By-Laws, and RWD 7 Rules and Regulations.

Water will be billed at the Agricultural Rate.

Signature Date

Address

Revised and Adopted 11/03/05

**RURAL WATER DISTRICT NO. 7
WAGONER COUNTY, OKLAHOMA
RULES AND REGULATIONS**

**Wagoner County Rural Water District No. 7
Application For Construction Tap**

Benefit Unit No. _____
Sequence No. _____

I, _____, as owner of the property located at _____, hereby make application to Rural Water District No. 7, Wagoner County, for a temporary water connection for construction purposes only. I hereby agree to abide by the following:

1. A water meter will be installed by Rural Water District No. 7 (RWD 7) at the location specified above. Water will be provided by RWD 7 under this agreement for a maximum period of 1 year.
2. Water provided under the terms of this agreement will be billed at the Residential Rates in effect at the time application is made for this connection.
3. Applicant hereby agrees that water will not be plumbed to any dwelling for household use until a sewage system has been installed and an approved On-Site Sewage Treatment System Inspection Report (DEQ Form 641-576A, latest revision) has been provided to RWD 7 on the sewage system installation by representatives of the Oklahoma Department of Environmental Quality. If this proof is not provided, RWD 7 may, at its option, remove the water meter and discontinue providing water to the applicant.
4. Applicant will be permitted to connect a travel trailer to the water service provided by RWD 7, providing the travel trailer is connected to a sewage treatment system approved as in Paragraph 3 above.
5. Applicant understands that these are the provisions of the Rural Water District permit from the Oklahoma Department of Environmental Quality and that violation of these provisions are grounds for automatic discontinuance of water service from RWD 7.
6. Applicant agrees to comply with all other provisions of RWD 7 Application for Water Services and Water User's Agreement, RWD 7 By-Laws, and RWD 7 Rules and Regulations.
7. If any of the above provisions are violated, RWD 7 will discontinue water service to the property until the violation is corrected.
8. RWD 7 will not be responsible for any legal action due to Applicant's not complying with these requirements.

Signature _____
Date

Printed Name

Mailing Address

Revised and Adopted 11/03/05

**RURAL WATER DISTRICT NO. 7
WAGONER COUNTY, OKLAHOMA
RULES AND REGULATIONS**

CUSTOMER CONFERENCE RECORD

DATE _____ Account # _____

On this date, _____(*customer's name*) (herein after referred to as the "Customer") met in person at Customer's request with the _____, who is an agent of RWD #7 BOARD OF DIRECTORS, and is duly authorized to resolve billing disputes and adjust payment schedules. Customer states in response to notice of pending termination of RWD #7 service dated _____, that: (check one)

_____ 1. He/she is unable to pay the balance due because:

_____ 2. The billing is disputed because:

_____ 3. Other (explain) _____

The following disposition is ordered: (check one)

_____ 1. Bill adjusted as follows: _____

_____ 2. No change - termination unless payment is received on or before _____.

_____ 3. Deferred payment plan (attached)

Customer's Signature

Agent For RWD #7

**RURAL WATER DISTRICT NO. 7
WAGONER COUNTY, OKLAHOMA
RULES AND REGULATIONS**

AGREEMENT FOR DEFERRED PAYMENT

DATE _____ Account # _____

I hereby acknowledge that my account for service with RWD #7 Board of Directors (herein after referred to as "RWD #7") has an outstanding delinquent balance in the amount of \$_____. In order to continue to receive service, I hereby agree to pay \$_____, and agree to make a payment of \$_____ each (check one)

_____ week

_____ twice each month on _____ and _____

_____ month beginning _____,

and for as long as an outstanding balance remains.

I understand that, if I fail to make payments as agreed herein, RWD #7 may upon its option declare this agreement null and void and begin proceedings to terminate my service.

It is further understood that any payment made under this agreement IS IN ADDITION TO MY REGULAR BILL and nothing herein relieves me from my obligation to pay in full any such bill as it comes due.

Customer

Street Address

City, State, ZIP code

APPROVED BY:

Agent for RWD #7