

**RULES AND REGULATIONS  
OF  
BRYAN COUNTY RURAL WATER, SEWER AND SOLID WASTE MANAGEMENT  
DISTRICT #2**

These Rules are issued in compliance with the provisions of the Rural Water and Sewer Districts Act of Oklahoma (Title 82-Oklahoma Statutes-Rural Water, Sewer, Gas and Solid Waste Management Districts Act) 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 member (sewer applies to Willowville, Hilltop I, II and III in Willow Springs only). These Rules & Regulations are subject to change from time to time. However, all such changes must be approved by the State Director of the Farmers Home Administration, until such time as the District is no longer indebted to the United States of America, or until such time as the District has completely retired all loans made by or insured by the United State of America. 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 avoidance shall not affect the validity of the remaining portions.

Bryan County Rural Water, Sewer and Solid Waste Management District # 2 is an Equal Opportunity provider and Employer. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the base of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)

**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 and sewer for service who applies for membership.

**BENEFIT UNIT:** A right entitling the holder to one (1) water service connection or one (1) Sewer connection.

**BOARD:** The Board of Directors of Rural Water, Sewer and Solid Waste Management District #2 of Bryan 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:** In rural areas water transmission lines will be installed parallel to section lines and highways and on private property where possible. Service lines to meter will not extend across private property lines unless necessary to serve users whose property does not join the section line or roads. Water will be delivered at the meter which will be located at the user's property line. However, if the cost to serve the last user or users on any line segment exceeds an average cost per user of the entire system, the last user or users will be required to pay all costs which exceed the average cost per user of the entire system. Sewer Collection lines will normally be installed in the alley and the user is required to connect to the sewer riser at the collection line. When the collection line must be installed on one side of the street, the user will extend the line across the street to the user's property line where the user on the opposite side of the street will connect.

**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 and adequate sewage collection and treatment facilities. 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 AND SEWER SERVICE AND WATER AND SEWER USER'S AGREEMENT:**

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

**STATE DIRECTOR:** The State Director of the Farmers Home Administration.

**WATER AND SEWER SERVICE:** Water and sewer service shall consist of facilities for supplying water and sewer to one residence or business establishment located on land within the District. A landowner must purchase a Benefit Unit and accept water service and sewer service (where applicable), for each residence or business establishment served.

**GENERAL RULES**

1. The supplying and taking of water and use of sewer service will be in conformance with these Rules and 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 with the approval of the State Director. Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of water and sewer charges insufficient for the payment of operating costs, emergency repairs, or debt service, the Board shall increase the minimum water and sewer 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 Manager 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 and sewer (if applicable) service desired and sign the standard Application for Water and Sewer Service and Water and Sewer 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 home and is in readiness to accept service.

**SERVICE IS FOR SOLE USE OF THE CONSUMER:**

A standard water and sewer service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water or sewer from one property to another, not to share, resell, or sub meter water to any other consumer or allow another user to connect to the applicant's sewer line. 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.

**MULTIPLE USERS:**

The classification, method of service and minimum charge to be assessed each mobile home resident, whether located in a trailer park or located on an individual lot, will be the same as for any other residential user on the system. Each mobile home resident is expected to pay the same water charges as other users on the system. Normally, this would be accomplished by installing a water meter at each mobile home. If the residents of mobile homes are not permanent residents, the Board of Directors may elect to serve mobile homes located in a trailer park through a master meter, provided the owner of the trailer park agrees in writing that they will be responsible for collecting a minimum water bill each month for each mobile home, plus water used through the master meter in accordance with the rate schedule used for other residential users. Owners of trailer parks serving non-resident users will be expected to contribute an amount equal to the cost of enlarging the District's water system as required to serve the trailers. The trailer park owners must also pay for constructing their own lines within the trailer park.

**AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES:**

The District through its Board of Directors may make specific water and sewer 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 schedule and rules. Such Contracts must receive approval by the State Director of the Farmers Home Administration.

**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. 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, 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. The District will make meter tests according to methods of the American Waterworks Association, as often as deemed necessary by its Board of Directors.

### **METER ACCURACY:**

Service Meters whose errors do not exceed two (2) percent 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 (10) percent 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 the buildings and fences 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 furnished and installed by the District.

### **BILLS:**

Bills will be rendered for service by the fifth (5) 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 Due Date shall be subject to a 10% percent 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 20<sup>th</sup> day of the month shall result in the disconnection of the service.

### **ADJUSTMENT:**

- (1.) Adjustments due to leak will be made only on usages of 50,000 gal or more in a month (billing cycle).
- (2.) Adjustments will be given only once in a lifetime per property owner.
- (3.) Consumer must present a repair or supply bill showing that the leak has been repaired.
- (4.) Consumer must sign an adjustment request form.
- (5.) Formula for adjustment will be as follows

Total usage minus the minimum usage times step 1 of rate structure plus monthly minimum rate.

**RECONNECTION CHARGE:**

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 ten percent interest, and a 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 (2) percent fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test plus a service charge.

**CONSUMER'S RESPONSIBILITY:**

- (1.) 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.
- (2.) The cost to repair waterlines, fire plugs, valves, ect., due to damages caused by contractors or consumers will be charged to the contractor /consumer.

**CHANGE OF OCCUPANCY:**

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.

**MAIN EXTENSIONS:**

**All main lines must be 6" or more.**

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

1. 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.
2. 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.

3. 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 to 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.

**SERVICES:**

The District will install and pay for, if funds are available, all water service pipes (except private fire protection) from its main to the meters on property abutting the travel way along which the main is installed. The service pipe shall not be less than three-fourth (3/4) inch in size. The District shall also install and pay for, if funds are available, the cock, meter and meter setting. The meter will be set in the front of the premises to be served or at the closest point on the consumer's premises as designated by the District. The user will be responsible for all piping from the dwelling to the collection point on the consumer's premises as designated by the District. The user will be responsible for all piping from the dwelling to the collection (main) lines.

**COST OF BENEFIT UNITS:**

Three Hundred Fifty (\$350.00) dollars.

**APPLICANTS HAVING EXCESSIVE REQUIREMENTS:**

In the event an applicant whose 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 the 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.

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** at a meeting of the Board of Directors, held in the Bryan County Commissioners office, at the Bryan County Courthouse with all Directors present, on November 27, 1974.

(Attest)

Joe W. Rigdon, Secretary-Treasurer

Amended: February 12, 2007 meeting held of the Board of Directors, held at the Rural Water District# 2 Office.

(Attest)

John Hoefler, Secretary