

RULES AND REGULATIONS OF  
RURAL WATER AND SEWER DISTRICT NO. 12  
DELAWARE COUNTY, OKLAHOMA (the "District")

These rules are issued in compliance with the provisions of the Bylaws 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 by a majority vote of the Board of Directors.

DEFINITIONS

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

**APPLICANT:** Any individual, firm partnership, corporation or other agency living on or owning land located within the service area who applies to become a Participating Member, as defined in the District's Bylaws.

**BENEFIT UNIT:** Benefit Unit means a legal right to one (1) service connection to the District's facilities and to participate in the affairs of the District. A Standard 3/4 inch tap, setter, meter, box, included with paid Benefit Unit. But Not including more than 50 ft of main line extension, road boring, etc. Any Membership Benefit /tap of a larger size, or of any other type, is on a To Be Determined by The Board basis. These requests will be evaluated, By Request and Individualized Basis, due to the cost fluctuation and variety of items needed to complete each specific request. Per Water Rate (see By Laws page 2, Article V, sec.1).

**PURCHASER:** Purchaser shall mean all Legal purchasers of the District's water.

**POINT OF DELIVERY:** The point of delivery shall be at the meter, unless otherwise specified in the approved application for Water Service.

**WATER SERVICE:** The term Water Service when used in connection with the supplying of water shall mean the availability for use by Purchasers of water adequate to meet the Purchaser's requirements. Water Service shall be considered available when the District maintains the water supply at the Point of Delivery, in readiness for the Purchaser's use, regardless of whether or not the Purchaser makes use of it. Water Service shall consist of a Benefit Unit, Point of Delivery, connection to the District's



facilities for supplying water to one residence or business establishment. (RWD#12 By Laws, page 3, Article V, sec. 5).

APPLICATION FOR WATER SERVICE: The agreement or contract between the Purchasers and the District, pursuant to which Water Service shall consist of a Benefit Unit, Point of Delivery, connection to the District's facilities for supplying water to one residence or business establishment. (See By Laws Page 2 Article IV Sec. 3)

**Under No Condition is the Water Purchaser buying the meter, they are purchasing the right to buy water, which is known as a Member Benefit Unit.**

### GENERAL RULES

The supplying and taking of water will be in conformance with these rules and the District's Bylaws and the applicable rate schedule as may be from time to time amended by the District's Board of Directors. PROVIDED, FURTHER, that if at any time the Board of Directors determine the total amount derived from the collection of water charges is insufficient for the payment of operation costs, emergency repairs or debt service, the Board shall adjust the water rates according to Article XVI, Section 3 of the District's Bylaws.

APPLICATION FOR WATER SERVICE: Applicants for Water Service shall:

1. Sign a Benefit Unit Certificate and Application for Water Services and Water User Agreement and pay the current Benefit Unit Fee.
2. Grant to the District, and any successors and assigns, a license for access to the water lines and connections on water user's property, granting permanent easements to those connections regardless of the vacation of membership for any reason.
3. The Board of Directors and or The District Personnel must approve all Benefit User Certificates.
4. The Applicant shall be responsible for all road crossings and any other expense in the construction and/or preparation done by the District.
5. The Applicant shall pay a minimum payment each month from approval of the Application, regardless of usage, or the setting of any meter.
6. The Application for Water Service and Water User Agreement shall provide that the District or its representatives; in the course of District business, shall have the right at all reasonable hours to: (i) enter upon Purchasers' premises to read and test



meters; (ii) inspect piping and to perform other duties for the proper maintenance and operation of service; (iii) remove its meters and equipment; or (iv) for any other purpose the District deems necessary, including but not limited to, any emergency situation as determined by the District.

7. Any Water connection without an up to date Approved Application for Water Service on file with The District, can be locked out and or removed , and will be treated as an illegal connection. And is subject to all Rules, Regulations, and By Laws, in the RWD #12 Boundary. Also See – RWD #12 By Laws Page 2  
ARTICLE IV SECTION 3

8. It is Required that the user install their own shut off valve between the house and RWD#12's meter to allow the user access to shut their water off, To avoid excessive wear and the cost of damage and repair to RWD#12's Setter, Box, Valve, or Meter.

**MANDATORY APPROVALS PRIOR TO HUMAN CONSUMPTION:** Until any required septic system approval (or any other or similar approval which may be lawfully required at any time by any health department, ODEQ or other governmental entity or agency having jurisdiction or authority to impose such a requirement) is obtained and furnished to the District, no water service may be connected or used for human consumption in any manner whatsoever (*However, the District may grant a temporary waiver in accordance with such requirements as needed to provide service in such situations as appropriate.*) and any connection in violation hereof is expressly forbidden, and will be treated as an illegal connection In Violation of Rules and Regulations of RWD#12 and shall be penalized as herein set forth and or as may be prescribed by law:, and may result in forfeiture of the Benefit Unit. It is the intent hereof that a Benefit Unit may be used only for agricultural, construction or similar purposes -- and not for human consumption -- until any and all required health department, ODEQ or similar approvals required for human consumption are obtained by the Applicant / Purchaser and provided to the District.

**Any form of Violation with Sewage, Water or Ground Contamination, Gray water, Waste water, Septic system, etc. That does not comply with County, State, Federal, GRDA, and RWD#12 will be treated the same as "Water Theft "(see below).**

**BILLING PROCEDURES:** Payment for Water Service is due and payable by the 15th day of the month following that in which Water Service was rendered. Billing procedures shall be further outlined and posted in the District's business office and on the website, including the current rate schedule and fees for all services, including whose responsibility it is for installation and repair costs, as stated in other parts of this document. Also See; Rules and Regulations attachment A.



**PAYMENT ARRANGEMENTS:** At the District's discretion payment arrangements may be made on meters, road bores and main extensions; however, meters will not be installed and water will not be turned on until the balance is paid. All payment arrangements will be done on an individual basis only. If a purchaser is cut off for non-payment or excessive use, the purchaser's may be allowed to make payment arrangements. If the District or District personnel allows a payment arrangement then you need to make a payment over and above your normal monthly amount and will not draw out your payments for longer than 3 months on cut offs and 6 months on meters, bores or extensions.

**BAD DEBT ; All Negotiations on length of term, recovery, or suspension of Bad Debt to Person, Benefit, or Property is to be Amended to the Rules and Regulations and or determined by the District case by case.**

**CHANGE OF OCCUPANCY:** It is the Purchaser's responsibility to anticipate change of occupancy, and to have a Benefit Unit transferred to the new Purchaser as prescribed by the Bylaws. Until the Benefit Unit is transferred, the registered owner thereof shall be responsible for payments for Water Service. All charges on the account must be paid before the Benefit Unit can be transferred, or Water Service resumed where there has been a suspension.

**RELOCATION of a Benefit unit, Per RWD#12 By Laws page 3 Article V, sect. 3 & 4. Must be pre approved by the District.**

If approved, Actual cost of parts, labor, equipment used by the District and same charge as Transfer fee (\$100) will be charged to the customer. This is Only for a current Benefit Member/land owner attempting to Completely move to another lot in his name, in the RWD#12 District.

**Benefit and land TRANSFER FEE -**

Transfer membership with the sale of the land to (paid by) new owner. \$100.00 plus \$70 deposit

Only if benefit and billing are current. See RWD#12 By Laws page 3 section 3 & 4, Rules & Regulations page 3 "Change of Occupancy".

**Notifying the District of need to transfer Benefit to a new property owner is the responsibility of the original owner, original owner is responsible for monthly charge until Benefit is transferred.**



## **Renters**

The District does not bill renters and will not mail multiple bills. The Benefit Unit cannot be transferred unless the property ownership changes. The Benefit Unit remains with the property owner's name and the Owner is responsible for all charges associated the Benefit Unit. Rented, vacant, or locked. See attachment C (FAQ)

It is the practice of RWD#12 to get copies of proof of ownership or occupancy before transferring a Benefit Unit to a new property owner, contract for deed, deed, etc.

**WATER SERVICE IS FOR THE SOLE USE OF THE PURCHASER:** A standard Water Service connection is for the sole use of the Applicant or the Purchaser, and does not permit the extension of pipes, hose, etc, to transfer water from one dwelling to another or from one property to another, nor to share, resell, or sub-meter water to any other person, firm or entity. If an emergency or specific situation should make such an arrangement necessary, it shall be done only on specific written permission of the District for the duration of the emergency. Any Purchaser in violation of this paragraph, shall be penalized as herein set forth and or as may be prescribed by law:

**Any form of Violation with Sewage, Water or Ground Contamination, Gray water, Waste water, Septic system, etc. That does not comply with County, State, Federal, GRDA, and RWD#12 will be treated the same as "Water Theft"**

**WATER THEFT** – Illegal Use, Illegal Connection, Sewage Violation, Meter Tampering, and any type of obstruction. But Especially the Cutting, Breaking or Removal of a Meter and or Lock of a Locked Out Meter. The Digging up, Unauthorized Connection or Reconnection, Any Making of a Meter By Pass, Removal of or Burying of Meter Box or Meter. Is In Violation of Rules and Regulations of RWD#12 and shall be penalized as herein set forth and or as may be prescribed by law:

1. Unauthorized Water Usage, Theft, Tampering, obstruction, Sewage violation; first offense:

a. Meter will be disconnected when offense is detected. And Review By the District for other possible Courses of Action.

b. A five hundred dollar (\$500) penalty will be assessed ;  
to the offending Benefit Unit holder ; and or  
to the Property of offender without a legal Benefit ; and or to any other type Offender  
Unauthorized by the District to take or use Water from any Location in the District.



c. A Benefit Unit or Meter will not be connected until the five hundred dollar (\$500) penalty along with a \$70 deposit and \$50 reconnection fee has been paid ; and or property lien paid, to apply for Benefit Unit, and or Person (offender) penalty paid, to be eligible for Benefit Unit or not.

**And or until any type Sewage violation is corrected and accepted by the District and other State Governing Organizations.**

2. Second offense: \$500 penalty, Meter will be disconnected (removed) Immediately and forfeiture of the Benefit Unit will result. Unauthorized persons and Property Liens will have a Minimum \$500 penalty . And Review By the District for other possible Courses of Action.

**NOTE: ANY OR ALL PERSONS OBSERVED OR OTHERWISE SUSPECTED OF ILLEGALLY TAKING WATER, OR OTHER VIOLATION, WILL BE BROUGHT TO THE ATTENTION OF THE LOCAL AUTHORITIES FOR AN INVESTIGATION THAT COULD RESULT IN ARREST AND PROSECUTION.**

BAD DEBT ; All Negotiations on length of term, recovery, or suspension of Bad Debt to Person, Benefit, or Property is to be Amended to the Rules and Regulations and or determined by the District case by case.

A high dollar amount on a bill or an unusually high gallon amount of usage can trigger an alert to RWD#12 that may indicate an extreme use, abuse or neglect and will cause RWD#12 to possibly lock off a meter until contact with the Water purchaser is made to determine the cause such as a repair that needs to be made and/or collect payment to prevent the possibility of an excessively high bill that the purchaser may have difficulty in paying.

**AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES:** The District may make specific contracts with the Federal Government, the State of Oklahoma, or agencies thereof, school districts, municipal corporations and nonprofit 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. The District also has the right to expect that all meters, pipes and equipment shall remain unobstructed by man, animals, fencing or any other property such as cars, sheds, etc. and shall remain easily accessible for District representatives



to work or inspect any and all water district property. If water purchaser obstructs District property from the District then the District has the right to discontinue service and charge the purchaser the cost to access their property.

**CONTINUITY OF WATER SERVICE:** The District will make all reasonable efforts to supply continuous, uninterrupted Water Service. HOWEVER, it shall have the right to interrupt Water Service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify Purchasers who may be affected by such interruption, 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 Water Service caused by storms, strikes, floods, or other causes beyond its control. It is the responsibility of the Water purchaser to maintain and make repairs 12" after the meter box with no frost free or at the frost free or a "T" connection that may be inside or outside of the 12" indicator, regardless of who installed the frost free or "T" connection or anything within the 12" indicator. The District is not responsible for the cost of water lost or the cost of these repairs.

**METERS:** Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District without cost to the Purchaser. 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, as often as deemed necessary by its Board of Directors. District field personnel will test all of the customer's meters every ten years, in a manner that is comfortable for the District, to check for accuracy.

**METER LOCATION:** Meters shall be set in an accessible place adjacent to the property line of the Participating Member 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. The meter will be set in front of the premises to be served or at the closest point on the Purchaser's premises as designated by the District. The Purchaser will be responsible for all piping from the dwelling to the collection lines. Meter access and all District property shall not be obstructed by man, animals, fencing or any other property such as cars, sheds, etc. and shall remain easily accessible for District representatives to work or inspect any and all water district property. If water purchaser obstructs District property from the District then the District has the right to discontinue service and charge the purchaser the cost to access their property. Any obstruction can be considered Water Theft. ( see By Laws page 3, Article V, sec.6).

**SERVICES:** The District will install and pay for all Water Service pipes that are within 50 feet of the main, not including road bore or other special needs. If a new main needs to be run then the Water Purchaser will pay the cost of material, labor,



special equipment, rental, to provide the main to the new Water Purchaser's meter, ( private fire protection and or installation must be applied for, negotiated, approved by the Board and Fire District ). The service line pipe shall not be less than  $\frac{3}{4}$ " in size. The District will also install and pay for the stop, meter, meter loop, meter can and lid. Under no condition is the Water Purchaser buying the meter, they are purchasing the right to buy water, which is known as a Benefit Unit.

**PAYMENT ARRANGEMENTS:** At the District's discretion payment arrangements may be made on meters, road bores and main extensions; however, meters will not be installed and water will not be turned on until the balance is paid. All payment arrangements will be done on an individual basis only. If a purchaser is cut off for non-payment or excessive use, the purchaser's may be allowed to make payment arrangements. If the District or District personnel allows a payment arrangement then you need to make a payment over and above your normal monthly amount and will not draw out your payments for longer than 3 months on cut offs and 6 months on meters, bores or extensions.

**METER ACCURACY:** Water Service meters with errors not exceeding two percent (2%) fast or slow shall be considered 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 Purchaser's rate of usage is known by the District to be practically constant in which case the error at such constant use, may be used at the Districts discretion .

**REQUESTED METER TESTS:** Meter tests requested by the Purchaser will be performed without cost to the Purchaser if the meter is found to be in excess of two percent (2%) fast. Otherwise, the Purchaser for whom the requested test was made will be charged for the cost of making the test ( see attachment A). In no event shall any claim be recognized for alleged overcharges for water charges incurred prior to the date the Purchaser requests a meter test which reveals an inaccurate meter; and in no event shall the District be liable for any interest on any such claim. The District may; at their discretion, allow some adjustments if the District feels that the meter readings were grossly out of line; however, this is not to be more than the previous 30 days.

**VACATING METERS:** If a water bill (benefit acct.) has not been paid for 6 months the meter will automatically be considered forfeited, and the Benefit Unit will be vacated, no matter if the meter is removed, locked or not. If a water purchaser decides that he no longer wishes to pay for water service at a location, he must sign a form stating that he no longer wants Benefit Unit, service. (see By Laws page 3, Article V, sec.6).



**PURCHASER'S RESPONSIBILITY:** The Purchaser shall be responsible for any damage to the meter, meter loop, meter can and lid installed for Water Service, on account of any cause other than normal wear and tear. An example being if a purchaser burns leaves on or runs over the meter lid with a Car or mower then the purchaser will be responsible for buying a new lid, etc.

**MAIN EXTENSIONS:** Line extensions can be installed by the Purchaser, when approved by the Board of Directors after application has been made to the District. If the Purchaser installs the line extension (subject to inspection and approval by the District during construction) they shall be responsible for the cost of maintenance of the line extension for one (1) year after installation. The line extension will be transferred to R.W.D. #12, subject to inspection, and immediately upon acceptance by R.W.D. #12.

**EXCESSIVE REQUIREMENTS:** In the event an Applicant's water requirements exceed the District's ability to supply it without adversely affecting Water Service to other Purchasers to a reasonable extent, the District will not be obligated to render such services, unless and until suitable self-liquidating financing is arranged to cover the necessary investment in an additional plant or additional source, and all costs are negotiated.

**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 all new structures constructed within the District shall, prior to Water Service connections, comply with the plumbing standards of the State of Oklahoma), unless by written approval from the board and with the exception of a back up, emergency water supply cross-connection that is currently in place with Mayes RWD#3. Representatives of the District, the state and local Health Department shall have the right at all reasonable hours to enter upon Purchaser's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a Purchaser's Water Service. Any Purchaser in violation of this paragraph shall be penalized as herein set forth or as may be prescribed by law:

1. Unauthorized Water Usage, Theft, Tampering, obstruction, Sewage violation; first offense:

a. Meter will be disconnected when offense is detected. And Review By the District for other possible Courses of Action.

b. A five hundred dollar (\$500) penalty will be assessed ; to the offending Benefit Unit holder ; and or



to the Property of offender without a legal Benefit ; and or to any other type Offender Unauthorized by the District to take or use Water from any Location in the District.

c. A Benefit Unit or Meter will not be connected until the five hundred dollar (\$500) penalty along with a \$70 deposit and \$50 reconnection fee has been paid ; and or property lien paid, to apply for Benefit Unit, and or Person (offender) penalty paid, to be eligible for Benefit Unit or not.

**And or until any type Sewage violation is corrected and accepted by the District and other State Governing Organizations.**

2. Second offense: \$500 penalty, Meter will be disconnected (removed) Immediately and forfeiture of the Benefit Unit will result. Unauthorized persons and Property Liens will have a Minimum \$500 penalty . And Review By the District for other possible Courses of Action.

**NOTE: ANY OR ALL PERSONS OBSERVED OR OTHERWISE SUSPECTED OF ILLEGALLY TAKING WATER, OR OTHER VIOLATION, WILL BE BROUGHT TO THE ATTENTION OF THE LOCAL AUTHORITIES FOR AN INVESTIGATION THAT COULD RESULT IN ARREST AND PROSECUTION.**

A high dollar amount on a bill or an unusually high gallon amount of usage can trigger an alert to RWD#12 that may indicate an extreme use, abuse or neglect and will cause RWD#12 to possibly lock a meter until contact with the Water purchaser is made to determine the cause such as a repair that needs to be made and/or collect payment to prevent the possibility of an excessively high bill that the purchaser may have difficulty in paying.

Any Benefit, meter, tap, that has been Vacated on the Book (records) for any just reason IS Vacated whether the meter was removed, locked, etc, or not. And will require a new/ another Member Benefit Unit purchase.

BAD DEBT ; All Negotiations on length of term, recovery, or suspension of Bad Debt to Person, Benefit, or Property is to be Amended to the Rules and Regulations and or determined by the District case by case.

**Under no condition is the Water Purchaser buying the meter, they are purchasing the right to buy water, which is known as a Member Benefit Unit.**



Water Rate (attachment A) for current fees.

(attachment B) To Be Determined.

FAQ attachment C , will explain why the District can not or should not perform or conduct some types of policy or business, etc.

The Purchase of Non Emergency Bulk Water Policy . Attachment D .  
(Approved 9-14-2017 )

All Rules, Regulations, and Fees are subject to RWD #12 Board Discretion.

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