

RULES AND REGULATIONS OF ADAMSON RURAL WATER DISTRICT #8

(As adopted May 4, 1968)
(Amended January 13, 2014)

The rules are issued in compliance with the provisions of 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.

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

Applicant: Any individual, firm, partnership, corporation, or other agency living or owning land located within the service area applying for water service who applies for membership.

Membership Certificate: A right entitling the holder to one water service connection.

Board: The Board of Directors of Adamson Rural Water District #8.

ARWD#8: Adamson Rural Water District #8.

DEQ: Department of Environmental Quality.

Consumer: Any individual, firm, partnership, or corporations' facilities.

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the application for water service.

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 consumers requirements. Service shall be considered as available when the District maintains the water supply at 25 PSI pressure at the point of delivery, in readiness for the consumers use, regardless of whether or not the consumer makes use of it and when the District has available to the member facilities.

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

Water Service: Water service shall consist of facilities for supplying water to one's residence or business establishment.

GENERAL RULES

1. The supplying and taking of water service will be in conformance with these rules and the applicable rate schedule is subject to change by action of the Board. Provided further, that if at any time the Board of Directors determines 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 the amount sufficient to pay such operating costs, emergency repairs, or debt service.

2. Applicants for service shall make application to ARWD#8. If the application for service is approved by the Board of Directors, the applicant pays the required costs, and signs the standard application for water service, he/she shall receive service.

3. Before installing a service and making water available for use, the Board may require the applicant to pipe his/her home and be in readiness to accept service.

SERVICE IS FOR THE SOLE USE OF THE CONSUMER: A standard water connection is for the sole use of the applicant or the consumer and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other consumer. If any 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.

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, municipal corporations, and non-profit corporations, differing from stipulations set out in the rate schedule and rules. Such contracts must receive approval by the Board of Directors.

Right of Access: Representatives of ARWD#8 shall have the right at all reasonable hours to enter upon consumers' premises to read and inspect 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 usually long 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, or other causes beyond its control.

Meters: Meters will be furnished, installed, owned, inspected, and kept in proper operating condition by ARWD#8, without cost to the consumer. Meter tests will be made according to the methods of the American Waterworks Association upon request of consumer at a charge of \$50.00. If meter proves to be faulty, ARWD#8 will assume charges for testing.

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.

Bills: Bills for service will be mailed on the 6th day of the month following that month in which the service was rendered as set forth in the rate schedule. Water bills not paid or postmarked on or before the 20th of the month shall be subject to a late charge of ten percent (10%) plus \$3.50 (amended 8/9/05). Failure of ARWD#8 to submit a water bill shall not excuse the consumer from his/her obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 25th day of the month it is due shall result in disconnection of service.

Reconnection Charge: The reconnection charge for restoration of service if reconnection is authorized and approved under the provisions 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 membership and a sum to cover the reasonable cost of labor necessary to make such reconnection.

Consumer's Responsibility: The consumer shall be responsible for any damage to the meter installed for his/her service other than normal wear and tear.

Change of Occupancy: It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his/her membership certificate transferred to the new consumer prescribed in the By-Laws. Until the certificate is formally transferred, paperwork complete, and transfer fee of \$35.00 paid, the original holder shall be responsible for payment of service. All charges levied against a member must be paid before the membership certificate can be transferred or service resumed where there has been a suspension.

Main Extension: 1. In extending a water main to serve an applicant, the Board may at its discretion exercise one of the following options:

(a) In the event customer needs a line extension, it will be their responsibility and cost. Service line extension will not exceed 100 feet. The board may elect to make the extension upon the applicants purchase of a membership and payment of the required fee. The customer will need the DEQ permit with engineering drawings and be at their expense.

(b) In the event that ARWD#8 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 main line service, that the applicant deposit, in addition to the price of the membership, 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. No interest will be paid on such deposits.

(c) At the April 14, 2009 Annual Meeting of the Members, it was voted unanimously to do no more line extensions outside the district.

2. However, the Board shall not issue any bonds, notes, indentures, obligations, or other forms of indebtedness in connection with the extension of lines here under or mortgage or encumber the system in any manner.

Services: The District will install and pay for water service pipes (except for private fire protection) from its main to the meters. The service pipe shall not be less than three-fourths inch ($\frac{3}{4}$ ") in size. The meter will be in front of the consumers premises as designated by the District.

Applicants having excessive requirements: In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing plant without adversely affecting service to other consumers to a reasonable extent, the District will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in additional plant.

PAYMENT POLICY FOR ADAMSON RURAL WATER DISTRICT #8

1. Meters are to be read between the 25th to the 1st day of each month. Payment is due on the 6th of the month; however, you have until the 20th of the month to pay without penalty. Payments received or postmarked after the 20th will be charged a penalty of ten percent (10%) plus \$3.50 (amended 8/9/05).
2. Cut-off notices are mailed out the first working day after the 20th. ARWD#8 is not responsible for mail service.
3. If payment is not received by the 25th of the month it is due, water will be disconnected until all charges against meter are paid. This includes water charges, penalties, damages, and lock up or service call fees.
4. If service is disconnected, a \$65.00 lock up fee will be charged. \$32.50 will be charged if field personnel go out to disconnect but for any reason service is left on. After the third lock up, you will be charged a \$100.00 lock up fee.
5. A home meter that has been locked for non-payment, or for any reason, and is out of service for three months or longer, will cost what the fee is at that time plus charges owed against it to reinstate membership. If meter is reconnected by a non-member, the fee at time of reconnect will be assessed. A commercial meter (approved 10/18/10) that has been locked for non-payment, or for any reason, and is out of service for three months or longer, will cost what the fee is at that time plus charges owed against it to reinstate the membership. If meter is reconnected by a non-member, the fee at time of reconnect will be assessed.
6. All water registered on meter must be paid for. There is a \$16.69 (amended 1/13/14) monthly minimum of 1000 gallons whether water is used or not for home use. There is a \$41.89 (amended 1/13/14) monthly minimum of 1000 gallons whether water is used or not for commercial use.
7. There is a \$25.00 (amended 8/9/05) service charge on all return checks. Insufficient checks will be sent to the District Attorney for collection if terms for payment are not met within 10 days after we receive notice of insufficient funds. Service will also be disconnected.
8. In the event you sell your property, you must notify the office and sign the necessary forms to transfer the meter to the new owner. All current charges must be paid and necessary

forms complete before we can process transfer of meter to new member. Owner/members are totally responsible for protecting their membership.

9. If a consumer calls an operator to check on a problem and the problem is on the consumer's side of the meter or if the problem is caused by the consumer, there will be a \$50.00 (amended 7/14/08) service charge.

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 of all reasonable hours to enter upon the 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.

Joe Benedict, Jr.
Chairman of the Board

Date

Dorothy Collins
Vice-Chairman of the Board

Cindy Owens
Secretary of the Board

Larry Sartin
Treasurer of the Board