

McINTOSH COUNTY R.W.D. #13
395977 E. 1150 RD.
HENRYETTA, OK 74437

RULES AND REGULATIONS

These rules are issued in compliance with the provisions of the Articles of Incorporation and the By Laws of the District and are designed to govern the supplying and taking of water in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If a provision of the rules conflict with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these rules shall be declared invalid by competent authority, such avoidance will not affect the validity of the remaining portions.

Threats or Aggressive Behavior

Threats or aggressive behavior toward District employees or Board Members will not be tolerated. Any member who threatens or acts aggressively toward any District employee or Board member may be prosecuted to the full extent of the law and/or may have his/her membership revoked upon 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 or owning land located within the service area who applies for membership.

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

Board: The Board of Directors of **McIntosh County Rural Water District #13**.

Consumer (Member): Any individual, firm, partnership, corporation or other agency receiving water service from the Corporation's facilities.

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

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Service Agreement.

Service: The availability for use by the members of water adequate to meet the member's requirements. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the member's use of it.

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

General Rules

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; provided, that such rate schedule is subject to change by action if the Board determines the total amount derived from the collection of water charges insufficient for the payment of operating costs, emergency repairs, or debt service, the Board shall increase the water rates for the first month thereafter in an amount sufficient to pay such costs.
2. Applicants for service shall make application to the Secretary of the District. If the Board approves the application for service, and the applicant pays the required costs and signs the standard Service Agreement, he shall receive service.
3. Before installing a service, extension and providing water service, the Board will require the applicant to pipe his home, secure an Oklahoma Department of Environmental Quality (D.E.Q.) approved "perc test" on the land and have an approved septic system prior to setting the meter.
4. A Standard water service connection is for the sole use of the applicant or the member, and does not permit the extension of pipes to transfer water from one property to another, not to share, resell, or sub-meter water to any other member. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board for the duration of the emergency.
5. The District, through its Board, may make specific water contracts with the Federal Government, State of Oklahoma, or agencies thereof, school districts, municipal corporations and nonprofit corporations, differing from stipulations set out in the rate schedule and rules.
6. Representatives of the District shall have the right, at all reasonable hours, to enter upon member'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.
7. The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses incurred by the member due to such necessary interruptions. The District does not accept responsibility for losses that might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

Meters

1. Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the member. 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 the Board.
2. 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 ten percent (10%) load, unless a member's rate of usage is known to be practically constant in which case the error at such constant use will be used.

3. Meters shall be set in an accessible place on the member's property, adjacent to the property line, 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 member will be responsible for all piping from the meter to the dwelling.

Consumer (Member) Responsibility

1. **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 rate schedule. Service bills not paid by the 16th of the month shall be subject to a 10% late charge. When the due date falls on a weekend, the bills are due the next business day, whether mailed or hand delivered. **IF YOU DO NOT RECEIVE YOUR BILL BY THE 10TH OF THE MONTH, CONTACT OUR OFFICE.** Failure to receive a bill does not relieve the customer of his responsibility to pay. See Amendment #2 for disconnection rules.
2. Members experiencing financial difficulties or excessively large water bills and requesting assistance from the BOD may be allowed to pay their accounts in accordance with an agreed deferred payment plan. This plan will be put in writing, signed by the member and by the Secretary/Treasurer after BOD approval.
3. The reconnection share 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 infractions of these rules, shall be the unpaid amount charged to date against the member's membership, plus six percent (6%) interest and an escalating charge of \$50.00 for 1st disconnection, \$200.00 for 2nd and subsequent disconnections to cover the cost of labor to make such reconnection. If member stays current with no reconnection fees for 12 months, their reconnection fee will revert back to \$50.00. If member requests an afterhours reconnection there will be an additional fee of \$35.00 payable to the operator.
4. A notice of intent to terminate the membership will be mailed when service is disconnected. The notice will give the member 30 days to bring the account current. The notice will be mailed by registered mail, return receipt requested.
5. Membership will be forfeited in accordance with ARTICLE IX, Section 1(j) of the By Laws. The procedures and time frames are as follows:
 - a. Payments are due by the 15th of each month.
 - b. If payment, with late charges, has not been received by the 16th of the month, service will be disconnected at management's earliest convenience and a notice of intent to terminate the membership will be mailed by registered mail, return receipt requested.
 - c. On the 16th of the third month of delinquency, the membership will be forfeited.
6. Membership certificates previously forfeited by BOD action may be repurchased, if approved by the BOD, for the membership fee in existence at the time of the request. All charges levied against the previous membership certificate and outstanding at the time of the previous forfeiture must be paid in full, plus a one-time levy of six percent (6%) interest in addition to the new membership fee.
7. Meter tests requested by members will be performed without cost to the member, if the meter is found to be in excess of two percent (2%) fast. Otherwise, the member for whom the requested test was made will be charged for the cost of making the test.
8. The Board decided in 1992 that residential meters will be replaced and overhauled, before being placed in service again, when the meter has been in service for 10 years or has registered one million gallons. The current inventory of meters is very old with over 300 requiring change.

Replacement and overhaul will therefore occur on a scheduled and prorated basis of 60 each year beginning in 1993 until the entire inventory falls within the above guidelines. Each annual increment will consist of the oldest meters and, within the same age group, those having the highest recordings.

9. The member shall be responsible for any damage to the meter installed for his service, due to any cause other than normal wear and tear.
10. **Meter Tampering Law** - §76-23. Public Utilities – Definitions – Fraud-Penalties – Civil Liability – Exemptions. It shall be unlawful for any person, with intent to defraud a utility. If any member violates the above law, the District will seek action against the member.
11. It shall be the member's responsibility to anticipate changes of occupancy, and to have his membership certificate transferred, or service resumed where there has been a suspension.
12. Members choosing to rent out their property remain responsible for payment of charges levied by the District against the property, no matter what the special arrangements are made by the member and tenant.
13. **Main Extensions**
 - a. In extending a water main to serve an applicant, the Board may, at its discretion, exercise one of the following options:
 - i. If the cost of the extension is two thousand dollars (\$2000) or less, and sufficient construction funds are available, the Board may elect to make the extension upon the applicant's purchase of a benefit unit
 - ii. If the cost of the extension is greater than two thousand dollars (\$2000), and construction funds are available, the Board may elect to contribute to the extension in that amount and require the applicant to provide, in cash, the additional cost, in addition to the cost of a benefit unit.
 - iii. In the event that the District does not have construction funds available, it may require as a condition of extending service; that the applicant deposit in addition to the price of the benefit unit, an amount which may equal the entire cost of extension. In such event, the board will, as funds become available, return to the member that portion of his deposit equal to two thousand dollars (\$2000). No interest will be paid on such deposits.
14. However, the Board shall not issue any bonds, notes, indentures, obligations or other form of indebtedness in connection with the extension of lines hereunder, or mortgage or encumber the system in any manner.
15. All main extensions will be at least 3 inches in diameter. The District will furnish all construction materials using the funds available (District only or joint funding). Services: The District will install and pay for all 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 in size. Road bores will be completed with a minimum 2-inch pipe when the possibility of multiple residences is evident, with the final decision being made at the discretion of the District.
16. 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.
17. Any unauthorized use of District's water, including serving additional dwellings and/or businesses. Make or cause to be made any connection between any pipelines, meters or other equipment in such a manner as to prevent any installed metering device from registering properly, or otherwise use water without the consent of the water district. To remove, alter, tamper with or knowingly allow such to any water line meter, meter seal or other equipment belonging to the district. Illegal connections either by jumper, tap or cross connection, are cause for permanent

loss of membership or prosecution by law. This is a serious offense and this rule will be carried out.

18. There shall be no cross-connection made or maintained between the water system of the District and any other system (private or otherwise). All new structures constructed within the District service area shall, prior to service connections, comply with the plumbing standards of the State of Oklahoma.
19. Representatives of the District, State, local Health Departments, and the Oklahoma Department of Environmental Quality shall have the right, at all reasonable hours, to enter upon member's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a member's service.
20. District members have the right to sell their membership to another property owner within the following guidelines:
 - a. All charges levied against a member must be paid, before the membership certificate can be transferred.
 - b. The negotiated price for sales between current certificate holders and prospective parties is of no concern to the BOD.
 - c. A transfer fee of \$100.00 for Residential to Residential, \$300.00 for Residential to Commercial, \$300.00 for Commercial to Commercial must be paid to the District to affect the transfer.
 - d. All costs for removing any existing service lines and meter from the old property will be borne by the certificate holder/property owner.
 - e. All costs of installing service at the new location (less meter, meter loop and meter can) will be borne by the new member. All materials paid for by the new member will become the property of the District at the time of installation.
 - f. All service installation and removal functions will be performed by and/or under the direct supervision of the system operator.
21. Any employee of this District found to be using, and/or under the influence of, alcohol or any illegal substance, while on the job shall be subject to dismissal, subject to the discretion of the Board of Directors. Also, anyone employed or being considered for employment by this District will be subject to spontaneous drug testing, with or without previous indication of guilt. This testing is not meant to be an inference of guilt, merely a means of establishing facts.
22. Voting procedures for electing Board Members at the Annual Meetings. Members will be nominated until nominations are called to cease. Each member will be given a ballot for each seat to be filled. The member will vote for the nominee of his choice. The ballots will be collected and counted. The nominee with the most votes will hold the office. Should there be a tie, the deciding vote will be determined with the flip of the coin.

Unanimously adopted at a meeting of the Board, held this 5th day of March, 1996 at the District office, Ryal Oklahoma with five members of the Board present.

Amended March 1, 1997 with all five members present.

Amended April 6, 1999 with all five members present.

Amended August 7th, 2001 with all five members present.

Amended November 11th, 2002 with four members present.

Amended June 14th, 2004 with four members present.

Amended March 14th, 2005 with all five members present.

Amended September 11th, 2006 with four members present.

Amended December 14th, 2009 with all five members present.

Amended February 13th, 2012 with all five members present.

Amended January 8th, 2018 with four members present.

Amended October 10, 2022 with five members present.

Amended May 8, 2023 With five members present.