



Muskogee County Rural Water District # 3

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Rules & Regulations

GENERAL: These rules are designed to govern the supplying of water in a uniform manner for the benefit of the Muskogee County Rural Water District #3 and its members. They are subject to change from time to time. If a provision of these rules conflicts with a provision of the rate schedule, then the rate schedule will prevail. If any portion of these Rules & Regulations shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

Threats or Aggressive Behavior

Threats or aggressive behavior towards District employees or Board members will not be tolerated. Any member who threatens or acts aggressively towards 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, authority, or other agency living or owning land located within the service area who applies for water service.

BOARD: The Governing Body of the District.

BENEFIT UNIT: A right entitling the holder to one water service connection.

CONSUMER: Any individual, firm, partnership, corporation or other agency receiving water 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.

ILLEGAL CONNECTION: 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.

POINT OF DELIVERY: The point to which the district will be responsible for the extension of water line. The water shall be delivered at the respective meter.

SERVICE: The term Service when used in connection with the supplying of water shall mean the availability of water in an amount adequate to meet the consumer's requirements. Service shall be considered available when the Board approves the membership applications regardless of whether or not the consumer makes use of it.

CONTRACTOR: Any individual, partnership, or firm hired by the board to do the day-to-day business of repairs, meter sets and small line extensions (that are not governed by the Competitive Bid Act) and shall furnish to the District Office all insurance certification as required by the laws of the State of Oklahoma, the following;

Personal Injury, each person	\$500,000.00
Personal Injury, each accident	\$500,000.00
Property Damage, Each Occurrence	\$200,000.00
Property Damage, Aggregate	\$200,000.00

Employer's Liability and Workmen's Compensation in the amounts required by law.

Automobile & trucks Owned, Hired & Non-Owned:

Personal injury, each person	\$500,000.00
Personal Injury, each accident	\$500,000.00
Property Damage, each accident	\$200,000.00

The CONTRACTOR shall furnish certificates of such insurance which shall provide that in the event of any material change or cancellation of said policies, the company will give MUSKOGEE RURAL WATER DISTRICT NO. 3 fifteen (15) days written notice.

Special coverage for any blasting operations or use of explosives shall be listed separately on the certificates.

All insurance must be executed by a company licensed to do business in the State of Oklahoma and must be acceptable to the Board of Muskogee Rural Water District No. 3.

IN RURAL AREAS: Water transmission lines will be installed parallel to sections lines and highways and on private property where possible. All service lines in open Section Lines will be 4" PVC, 200 psi, unless deemed **NOT** needed by District Representative as necessary to carry the volume of water for a specific service area. **OVERSIZING:** When warranted for volume of water flow to specific service area the District will oversize waterline along roadway Right-Of-Way at customers expense for difference form 4" to the oversize pipe. Service lines to the meter will not extend across private property unless necessary to serve users whose property does not join the section line road. All applicable fees, easements, and/or services agreements must be paid for by the user.

GENERAL RULES

1. The supply of water will be in conformance with these rules and the applicable rate schedule. Provided that such rate schedule is subject to change by action of the Board. Provided further that if at any time the Board determines the total amount of income derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs or debt service, then the Board shall increase the minimum water rates for the first month thereafter in amount sufficient to pay such operating costs, emergency repairs, or debt service.
2. Applications for Service: Applicants for service shall make an application to the Secretary of the District. If the applicant pays the required costs and signs the User's Agreement, and the application is approved by the Board, then he or she shall receive service. Applicants will be one of the three "Residential", "Commercial" or "Industrial". All new applications or relocations applications must be approved by the

Board of Directors. No application or relocation will be approved without receipt of membership fee and/or relocation fee and a copy of filed deed as proof of ownership.

3. Preparation: Before providing the water services, the district may submit to the engineer the proposed plan, location and estimated usage for the meter to ensure an adequate supply. All charges occurred to the district from the engineer to ensure sufficient water supply will be passed down to the potential customer. The customer must also provide the district with a certified "Sewer Spec" from the Department of Environmental Quality and have a cut-off valve in place within 3' of the meter can on the landowner's side.
4. Service is for Sole Use of Consumer: A standard water service 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 person. In the event such an arrangement should become necessary, it shall be done only on the specific written direction of the Board for the duration of the emergency.
5. Mobile Home Parks, Subdivisions and Developments: Developers are expected to pay for essential utilities to new or developing areas, including subdivisions. Developers will be expected to contribute an amount equal to the cost of enlarging the district's water system to serve the area being developed. Developers must also pay for constructing their own lines within the development or subdivision. If the District's consulting engineer and Board determines that the developer has installed service and main lines within the subdivision or development in accordance with approved plans and specifications, the district may agree to accept the ownership and overall operation and maintenance responsibility of the service lines within the subdivision or development. If the Board determines that adequate water is available, the water service may be provided to the development or subdivision.
6. Right of Access: Representatives of the District shall have the right to enter upon each Consumer's premises at any reasonable hour to read and evaluate meters, inspect piping, and perform other duties for the proper maintenance and operation of services, or to remove its meters and equipment upon discontinuance of service to consumers.
7. Agreements with Governmental and Public Bodies: The District though its Board may make specific water service contracts with the Federal Government, the State of Oklahoma, or any agencies or subdivisions thereof, including school, Districts, municipal corporations, and nonprofit corporations, under conditions differing from these rules and the rate schedule.
8. Continuing of Service: The District will make every reasonable effort to supply uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, or 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 which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.
9. Meters: Meters will be furnished, installed, owned, inspected, evaluated, and kept in proper operating condition by the District. A complete record of tests and histories of meters will be kept. Meters shall be set in an accessible place on the outside of buildings except where otherwise directed by the district.
10. Change of Occupancy: It shall be the Consumer's responsibility to anticipate changes of occupancy, and to have this.

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. To change an established "Residential" meter to a "Commercial Meter" or "Industrial Meter" an application must be submitted to the board for approval. Upon approval a "Transfer Fee" (which will be established by the Board) will be charged to complete the transfer process.

11. Main Extensions:

- (a) If the cost of the extension is less than or equal to 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 membership or payment of required fee.
- (b) In the event 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 membership, an amount which may equal the entire cost of the extension.
- (c) An applicant owning property with roadway frontage must give the district an easement for the purpose of installation of waterline along the full road frontage before meter is installed.
- (d) All main line extensions will be constructed by the district to their assigns.
- (e) All extensions for more than two water taps must have plans drawn up by the district's engineer and specifications for Health Department approval.

- 1. A lot fee of \$300.00 per lot will be collected by District from the developer before further progress is made
- 2. The engineering fee determined will be collected in advance prior to the completed study and waterline drawings being done. This fee is to be paid directly to the district.
- 3. The contractor installing the waterlines will adhere to the engineering recommendations or seek a change order. This contractor must be approved by the district.
- 4. An inspection fee of 15% of the total job cost will be collected by the district and paid before construction begins.
- 5. The contractor must warrantee the waterline for a period of one year after final inspection has been made by the district and must furnish District with a warrantee agreement.
- 6. Developer must furnish District with an affidavit stating all bills and/or liens in connection with the waterline installation have been paid prior to Benefit Unit Approval.
- 7. After final inspection has been made, the owner must transfer waterline extension to the district before a meter can be installed on said extension.

- 12. All water bills are due by the 20th of each month; any unpaid balances are subject to additional penalties after the 20th of each month. "Residential", "Commercial" and Industrial meters will have their own "Late Fee Structure" which are established by the Board of Directors.
- 13. 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 a sum to cover the reasonable cost of labor necessary to make such reconnections. This fee shall be determined by the Board of Director's. "Residential", "Commercial" and Industrial meters will each have their own reconnection fees, which are established by the Board of Directors.
- 14. Cost of Benefit Units: Cost of Benefits Units shall be determined by the Board of Director's.
- 15. 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 any reasonable extent, the district will not be obliged to render such service, unless and until suitable self-liquidating financing is arranged to cover the necessary investment in additional plant or waterlines. Bulk/Flow Meters may be suspended until measures have been met to supply demand.

16. Residential meters may have a limit/cap of a monthly average of usage which will be implemented by the Board. If a "Residential" meter exceeds the allowable usage this meter could potentially be switched to a "Commercial/Industrial" meter, which will be reviewed by the Board and the District Manager.
17. 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 service connections, comply with the plumbing standards of the State of Oklahoma. In addition, all sewage disposal systems shall comply with the standards contained in Oklahoma Department of Health Engineering Bulletin Nos. 600,0857 & 0575.
Representatives of the District, the Department of Environmental Quality, State and local Health Departments shall have the right at all reasonable hours to enter upon consumer's premises for the purpose of inspections and enforcement of this provision. Violation of the provision shall constitute cause for disconnection of a consumer's service.
18. Request for Termination: To forfeit membership and end services, all balances must be paid in full and a Discontinuance Request form must be signed by Benefit Owner. It is understood that to re-establish services a Benefit Unit application will need to be submitted and approved by the Board of Directors.
19. A Benefit owner may request a unit to be locked off and retain membership paying the minimum monthly membership amount. A Lock off Request form must be sign and placed on file. Representatives of the District have 7-10 business days to lock or unlock said unit.