

## **RULES AND REGULATIONS (NOBLE COUNTY RURAL WATER DISTRICT # 2)**

These rules are issued in compliance with the provisions of the Bylaws of the Noble County Rural Water District # 2 and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the consumer/customer. 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 owning land located within the district; applying for water service.

**Board:** The Board of Directors of Noble County Rural Water District # 2; Noble County; Oklahoma.

**Benefit Unit (Meter):** A right entitling the holder to one water service connection.

**Consumer/Customer:** Any individual, firm, partnership, corporation, or other agency receiving water service from the district.

**Point of Delivery:** The point of delivery of water service shall be at the benefit unit (meter).

**Service:** The term 'service' when used in connection with the supplying of water shall mean the availability for use by the consumer/customer of water adequate to meet the consumer's/customer's requirements. All service requests are based upon the availability of water determined by hydraulic analysis. 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/customer's use, regardless of whether the consumer/customer makes use of it. Only the applicant can own the property to be eligible for one benefit unit (meter), as determined by the Board of Directors.

**Water Service:** A water service shall consist of facilities for supplying water to one benefits unit (meter) per consumer/customer. This district will not allow multiple consumer/customer users through a single benefits unit (meter). A landowner must purchase a benefit unit (meter) and accept a service for each consumer/customer served.

**Residential Tap:** A typical home dwelling that is 1,800 square feet or above that has 2 to 3 bathrooms.

**Non-Residential Tap:** This classifies as anything OTHER THAN a home dwelling or business (Commercial).

**Commercial Tap:** This includes, but not limited to: RV Parks; Churches; Air BNBs/Tiny Homes; Gas Stations/Convenience Stores; Casinos; Storage Units; and/or any place that produces or sell goods to others/customers would be considered commercial.

### **GENERAL RULES**

1. The supplying or taking of service will be in conformance with these rules and the applicable water rate schedule, as adopted by the Board of Directors, and filed with the Administrative Assistant of the Water District. The water rates schedule is subject to change by action of the Board, whenever the Board determines that the total amount derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs, or debt service.
2. **APPLICATION PROCESS:** Applicants for service shall file an application for a Benefit Unit (Meter) with the Administrative Assistant of the Water District. This application shall be considered and discussed at the next available Board Meeting of the Directors for availability of service for property listed on application.
  - a. Applicant must be the legal owner of the property and a copy of the property deed is required for each application;
  - b. Applicants must provide a legal description and a 911 address of the property to be served with a benefit unit (meter);
  - c. Benefit units (meters) will only be installed on the property listed on the application;
  - d. Applicant must provide what type of water service needed:
    1. Residential;
    2. Non-Residential; or
    3. Commercial
  - e. Applicant/property owners must provide an easement to the District for water lines and connections at no expense to the District. The required easement may include a range of ten-foot (10') to thirty feet (30') strip of land across the property from one property line to the other property line. The easement must be signed by the property owner(s) and notarized before Board consideration of application.
  - f. An On-Site Sewage Treatment Report through Oklahoma Department of Environmental Quality (D.E.Q.) must be completed and submitted prior to the installation of the benefit unit (meter). The consumer/customer is responsible for furnishing a copy this report to the District.
3. Upon approval the applicant must:
  - a. pay the Water District the current application fee as listed on current fee schedule;
  - b. pay the Water District the cost of installation of the benefit unit (meter) on their legal property as listed on the application;
  - c. pay the Water District a refundable meter deposit fee;

- d. pay the Water District the cost of any line extension, road crossing, or bore under any permanent road or highway to place the benefit unit (meter) on the applicant's property; and
  - e. pay other extra expenses involved for installation of service or benefit unit (meter).
4. Before installing a service, connection and providing water available for use; the Board may require the applicant to pipe his/her home and be in readiness to accept service.
5. **Service is for the sole use of the applicant:** A standard service connection is for the sole use of the applicant or consumer, and does not permit the extension of pipes to transfer water from one property to another; nor to share, resell, or sub-meter to any other consumer.
6. **Rights of Access:** Representatives of the District shall have the right at all reasonable hours to enter upon the applicant's property. This may be to read and test benefit unit (meters), inspect piping and to perform other duties for the proper maintenance and operation of service. May also be to remove a benefit unit (meters) and equipment upon discontinuance of service by a consumer/customer. The consumer/customer shall provide clear, clean, and safe access to the benefit unit (meter) for monthly readings. The District shall assess a fifty-dollar (\$50.00) fee, every billing cycle, in which the benefit unit (meter) is obstructed during the regular reading cycle causing District employees multiple trips to the location to get the reading.
- a. All planting of trees; shrubs; and/or ornamental plants are prohibited within the water district easement for District water lines and benefit units (meters);
  - b. Any type of fencing and other structural obstacles that are within the water district easement for District water lines and benefit units (meters); will be removed at the need of access by District personnel at the cost of the consumer/customer. If a fence is constructed within the water district easement, it should be a fence that is in sections or partitions that can be easily removed.
  - c. District personnel are not responsible to rebuild or furnish any part of a structure or fencing that is removed for repair of water lines or benefit units (meters). The District is not responsible to replace any concrete or asphalt for a sidewalk and/or driveway that must be removed for a repair.
7. **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 applicants who may be affected by such interruptions, but the District shall not be responsible 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.

8. After the application approval and all fees and costs as outlined in paragraph three (3) have been paid; the District will provide a benefit unit (meter) for service listed on the application.

The District will furnish, install, own, inspect, test, and keep in operating condition this benefit unit (meter) in operating condition by the District personnel.

Each benefit unit (meter) will have its own service line. No exceptions.

The District is not responsible for installation of service from the benefit unit (meter) to the dwelling and/or connection site of said service.

The District is not responsible for leaks, repairs, maintenance, or water loss that may occur on the consumer/customer side of the benefit unit (meter). The District accepts no responsibility to monitor the consumer's/customer's system on their side of the meter for leaks or other malfunctions.

If a larger benefit unit (meter) is requested by a consumer/customer, the cost will be the current fees for a new benefit unit (meter) plus the current rate of that larger benefit unit (meter) size.

9. **Consumer/Customer Responsibility:** The consumer/customer shall be responsible for any damage to service equipment installed by the District in regards to any cause other than normal wear and tear for the consumer's/customer's service.
10. **Meter Accuracy:** Benefit unit (meter) whose error 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 the consumer's rate of usage is known to be practically constant in which case the error at such constant use will be used.
11. **Meter Location:** The benefit unit (meter) will be set on the legal property; preferably, proximity of the driveway of that property. All benefit units (meters) shall be set horizontally and never connected to a vertical pipe.
12. **Requested Benefit Unit (Meter) Test:** Benefit unit (meter) tests required by a consumer/customer will be performed without cost to the consumer/customer if the meter is found to be more than two percent (2%) fast. Otherwise, the consumer/customer for whom the request test was made will be charged with the cost of making the test. If the benefit unit (meter) is tested for loss of excess water use and the benefit unit (meter) is found to be within two percent (2%), the consumer MUST pay the charge in full.
13. **Applicant(s) having Excessive Water Requirements:** In the event an applicant whose water requirements are found to exceed the District's ability to supply it without adversely affecting service to other existing consumers/customers; the District shall not provide this applicant with water service and the application will be disapproved or declined.

14. **Consumer/Customer Installed Water Lines (CIWL):** Consumers/customers may install a line extension. The following criteria MUST be met:
- a. The extension is approved by the Board of Directors;
  - b. All engineering is completed and submitted to the District;
  - c. All costs; which includes materials, engineering, equipment, inspection, lab testing and labor associated with the line extension to be paid to the District.

The CIWL shall be subject to inspection by the District. The District will furnish water only after the extension is approved and fully tested. The consumer/customer shall be responsible for any necessary repairs or alternations to the line extension for one year. After the one year, the line extension shall be dedicated, in writing, to the District.

In the event a new applicant(s) is added on a line extension less than three (3) years old; the original applicant(s), if they paid for the line extension, will be due a fair portion of said extension fee by the new applicant(s) as determined by the Board of Directors.

15. **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). All new structures constructed within the area served by the District shall, prior to service connections, comply with the plumbing standards of the State of Oklahoma.

Representative of the District, the State and Local Health Departments shall have the right at all reasonable hours to enter upon the consumers/customers premises for the purpose of inspection and enforcement of this provision.

Violation of this provision shall constitute cause for disconnection of a consumers/customer's service.

16. **Fire Hydrant Policy:** Hydrant installation will only be allowed on main lines that are six inches (6") in diameter or larger. The District will allow no water sales from hydrants without the use of a hydrant meter and approval of the District Manager.

Under no circumstances will Noble Co. RWD # 2 be held responsible for furnishing water for fire protection or be held liable for any consequences or damage caused by such incident.

17. **Damage to Water Lines:** A minimum charge of fifteen hundred (\$ 1,500.00) will be imposed on water line damage that occurs without documentation of OKIE 800 locate requests or within the marked radius of the District's water lines. At the District's discretion, a higher charge amount may be assigned depending on the extent of damage plus a ten percent (10%) water loss penalty.

## **TAMPERING**

The District makes a significant investment in time and materials to provide water services to its consumers/customers. Tampering with a benefit unit (meter), meter cans, valves and other company assets may result in damage to these assets or even theft of water. As such, the Board adopts the following policy:

The benefit unit (meter), meter can, valves, pipes and other assets installed by the District to provide service to a consumer/customer are the property of the District. Consumers/customers may open the meter can to inspect the benefit unit (meter) and to verify the reading on the benefit unit (meter).

Consumers/customers or their agents may not in any way tamper with the benefit unit (meter), meter can, valves, pipes or other assets that are installed, owned, maintained, operated, or otherwise controlled by the District except to close a valve in the meter can or curb-stop (if installed) in order to affect repairs on the consumers/customers plumbing and to open the same valve once repairs are complete. Consumers/customers or their agents may close the valve inside the meter can or curb-stop (if installed) to cut-off water service if desired (for example, going on vacation), and then reopen the same valve to restore service.

Consumers/customers or any agents of the consumer/customer

- a. May not open or close any valve not directly related to their benefit unit (meter) and only to their benefit unit (meter);
- b. May not cut, pick, or otherwise bypass any locking device installed by the District on a benefit unit (meter), meter can, or valve;
- c. May not open any valve closed by the District; and
- d. May not bypass the benefit unit (meter) or make any connection across or around a meter setter if the benefit unit (meter) has been removed; and

Violations of this policy will result in fees assessed to the consumers/customers account as outlined in the 'Schedule of Fees and Rates'.

Violations of this policy may result in referral to the county Sheriff or other responsible authorities if applicable.

Violations of this policy may result in Board action including termination of service to the consumer/customer.

## **BULK WATER PURCHASES**

Consumers/customers that do not have a current benefit unit (meter) with the District have the option to purchase bulk water.

The consumer/customer MUST set up an account with the District office staff prior to making any bulk water purchases.

Information needed to set up this account:

- A) Name
- B) Current Mailing Address
- C) Current Phone Number
- D) Current Email Address

Once this information is received, the consumer/customer will be allowed to start purchasing bulk water. Bulk Water purchases are ONLY allowed at the District Office outlet.

Each time the consumer/customer fills a tank or container of water; they MUST leave a note that has your name, date of purchase, and gallons taken in the drop box outside or with the office staff during regular working hours. These notes are used for billing of invoices to the consumer/customer. Invoices are created monthly and mailed to the consumer/customer.

If an account/invoice is not paid within 30 days of receipt; you forfeit any future bulk water purchases until account/invoice is paid in full. Once the account/invoice is paid in full, bulk water purchases will resume.

### **TRANSFERS**

**Change of Occupancy:** It shall be the consumers/customers responsibility to contact the District regarding a change of occupancy. The previous owner will need to inform the District office of the transfer of property/account to a new consumer/customer. The service and/or the benefit unit (meter) will remain under the previous ownership until the account is formally transferred. All charges on the transfer account must be paid before the benefit unit (meter) will be transferred.

If a refundable meter deposit was paid; the last month's bill may be subtracted from this deposit.

If any remaining balance of the refundable meter deposit; it will be mailed to the previous owner. If the refundable meter deposit is used up with the last month's bill and there is a balance still due; this amount must be paid prior to completing the transfer.

If no refundable meter deposit was paid; the last month's bill will need to be paid prior to completing the transfer.

New owners will need to pay the transfer fee to transfer this property/account into their names. A copy of the deed that shows legal ownership must be provided at the time of transfer. No exceptions.

## **RENTAL PROPERTY**

The applicant(s) for any account(s) listed as rental property will be solely responsible for the payment and maintenance of said account.

All landowners have the option to receive a Bill Card and/or Past Due Notice Card.

## **ADDITIONAL CHARGES**

**Calculated Bills:** Bill Read dates will be on or around the 20<sup>th</sup> of each month. This will depend on weekend dates and weather delays. Bill cards will be mailed to each consumer/customer for each account/property owned by the 5<sup>th</sup> business day of the month following the reading date. Due date will be the 15<sup>th</sup> of the following month of each reading date. Monthly budgeting for the water bill is the responsibility of the consumer/customer. Failure to receive the water bill is an issue between the customer and the US Post Office. The District is not responsible for undelivered or lost mail.

**Delinquent Accounts/Bills:** Accounts will be considered delinquent if there is a balance of more than one (1) month on the first (1<sup>st</sup>) business day following the due date. Bills not paid by the 15<sup>th</sup> shall be subject to a 10% late charge. If the 15<sup>th</sup> falls on a weekend or other day for which the office, US Post Office, or banks are closed; payment is due on the next business day.

**Past Due Fees (Late Charges):** Accounts will be assessed 10% past due (late charge) fee on or around the 17<sup>th</sup> of each month for all accounts with outstanding balances. Delinquent accounts of 60 days and more will be sent a Past Due Notice Card through the US Post Office. The District is not responsible for failed delivery of these past due cards. Failure to receive these cards is an issue between the customer and the US Post Office.

Accounts not paid by the due-date listed on the Past Due Notice Cards will have service disconnected and a reconnect fee will be accessed.

To restore service:

- a) Accounts with an outstanding balance of \$ 350.00 or less; MUST pay the balance in full by the due date listed on Past Due Card;
- b) Accounts with an outstanding balance between \$ 250.00 and \$ 500.00; MUST pay \$ 250.00 and set up a payment plan to pay the remaining balance within 30 days; or
- c) Accounts with an outstanding balance greater than \$ 500.00; MUST pay 50% of the balance and set up a payment plan to pay the remaining balance within 60 days.

**Forfeited Accounts:** An account will be forfeited due to a customer who fails to pay an outstanding balance owed for water services fees, water usage, or other charges for 3 consecutive months after being shut off for non-payment. The greater of the outstanding balance at time of forfeiture or the cost of a new application MUST be paid to receive water at that location.

If the property is sold, the new owner may reinstate and transfer a forfeited account by paying the outstanding balance and meter deposit fee. Alternatively, the new owner may pay the transfer fee to establish service.

**Reconnection Charge:** A reconnection fee of \$ 300.00 will be applied to an account if service has been shut off. This reconnection fee must be paid in full prior to service being reconnected.

### **SUB-DIVISION REQUIREMENTS**

If an applicant is considering construction of a sub-division that has multiple benefit units (meters); then the applicant **MUST INDICATE** this at the beginning of the application process.

Below is a **REQUIREMENT** List for an applicant/developer when considering construction of a sub-division within Noble County Rural District # 2 boundaries.

1. Furnish three (3) sets of preliminary plans showing size and location of all lines for review prior to Board Meeting.
2. Write a letter asking to speak to the Board of Directors at the next monthly Board Meeting asking for water availability.
3. District Engineer's Feasibility Report as to adequate supply of water and distribution system.
4. Return signed Developers Agreement between District and Developers to the District Office before plans are mailed to DEQ.
5. Furnish to Noble County Rural District # 2, and to the District Engineer two (2) reproducible copies of final plans on paper and on a flash drive, including profiles, contours, etc.; required easements reflected on plans or secured (for line, ingress, and egress); signatures as required (County Commissioners, Treasurer, Planning Commissioners, Department of Environmental Quality, etc.) and filed plat.
6. Obtain Oklahoma Department of Environmental Quality (DEQ) permit.
7. Noble County Rural Water District # 2 must be notified when water line installation begins.
8. Certificate of inspection and pressure testing on installed system and two (2) safe bacteriological samples within a twenty-four (24) hour period.
9. Proof of payment of indebtedness for construction and subordination of any existing mortgage.
10. Bill of Sale from the owner, effective for one (1) year from date of final approval, assigning all the distribution system and appurtenances to Noble County Rural Water District # 2.
11. Maintenance Bond or Cash Bond, to be held one (1) year after final approval.
12. Blow down device and/or fire hydrant may be required at the option of the District, to be installed by the developer along with installation of water lines.

## DISTRICT FEES

**PLEASE NOTE:** Fees are subject to change by a majority vote of the Board of Directors.

Benefit Unit (Meter) Application Fee	\$ 1,000.00 (Residential; Non-Residential; Commercial)
Benefit Unit (Meter) Installation Fee	\$ 1,500.00 (Residential; Non-Residential; Commercial)
Meter Deposit Fee	\$ 500.00 (Residential and Non-Residential)
Meter Deposit Fee	\$ 1,000.00 (Commercial)
Move Benefit Unit (Meter) Fee	TBD (by District Inspection)
Transfer Account/Property Fee	\$ 1,500.00 (\$1,000 Transfer + \$ 500 Meter Deposit)
Right of Access Fee	\$ 50.00
Benefit Unit (Meter) Replacement	\$ 350.00 (Due to Customer Damage)
Benefit Unit (Meter) Test Fee	\$ 50.00
Returned Check/Payment Fee	\$ 35.00
Late Payment Fee	\$ 10% of Balance on Account
Reconnect Fee	\$ 300.00
Cut of Metal Lock Fee	\$ 100.00 (Due to Customer Damage and/or Removal)
Tampering of Benefit Unit (Meter) Fee	\$ 300.00 plus any damages
Damaged Transmitter Fee	\$ 150.00
Damaged Meter Box Fee	\$ 200.00
Damage to Water Line (Repair) Fee	\$ 1,500.00

### SIDE NOTES for Consumers/Customers:

Benefit Units (Meters) are read on the 20<sup>th</sup> of each month.

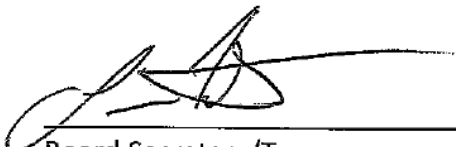
Payment on Accounts are due on the 15<sup>th</sup> of the following month.

Past Dues are calculated on or around the 17<sup>th</sup> of each month (10% of balance).

APPROVED and ADOPTED at the regularly scheduled monthly meeting of the Board of Directors held on the 9<sup>th</sup> day of March 2026.



  
Board Chairman

  
Board Secretary/Treasurer