

I. CUSTOMER SERVICE POLICIES

This Manual contains Rules and Regulations, Policies and Procedures of the South Delaware County Regional Water Authority, (herein SDCRWA or Authority).

A. DEFINITIONS: *The following terms when used in this Manual mean:*

1. **Applicant:** *Any individual, firm, partnership, corporation, Board of Trustees, or other entity residing or owning land located within the service area applying for water service.*
2. **Board of Trustees:** *The governing body of the SDCRWA Water System is made up of a five (5) member Board of Trustees.*
3. **Account:** *A right entitling the holder to one (1) water service connection.*
4. **Customer:** *Any individual, firm, partnership, corporation, Board of Trustees, or other entity which has applied for and is currently receiving water service and owning or occupying land located within the Authority in favor of which one or more benefit units have been subscribed and paid for.*
5. **Point of Delivery:** *The point of delivery of Authority service to each customer shall be at the meter, unless otherwise specified in the User's Agreement.*
6. **Point of Use:** *For each customer of the SDCRWA Water System, the point of use shall mean the precise location at which water is used or consumed (a residence, building, dwelling, business, etc.) or similar location on the customer's premises, where water is to be used by the customer.*
7. **Service:** *The term "service" shall mean the availability for use by the customers of water adequate to meet the customer's requirements. Service shall be considered "available" when the Authority maintains the water supply at normal pressure at the point of delivery in readiness for the customer's use, regardless of whether or not the customer makes use of it.*
8. **Service Area:** *The geographic areas served by the Authority.*
9. **Service Line:** *The water line that extends from the point of delivery to the point of use for each customer of the Authority.*
10. **User's Agreement, Water Users Agreement or Authority Service Agreement:** *The agreement or contract between the customer and the Authority according to which water service is supplied and accepted.*
11. **Authority:** *Refers to the South Delaware County Regional Water Authority.*
12. **Service Connection:** *A water service connection consists of a water meter and meter box for supplying water to a single point of delivery for each lot.*

B. GENERAL RULES:

1. *The purpose of the Authority is to provide a safe supply of water service to the customers within its service area. The supplying and taking of this service shall conform to these rules and regulations, various Federal, State and Local Laws and the applicable rate schedules of the Authority.*
2. *Each customer of the Authority shall be eligible to receive service from the Authority only after the customer and the Authority have signed a User's Agreement. If a customer requires service at more than one point of use, a separate User's Agreement shall be executed for each additional point of delivery.*

3. *The Authority agrees to provide service to the point of delivery, and install and maintain, one metered service connection for each customer's point of use, based on a valid User's Agreement. Whenever necessary, the expense of main extensions to the point of delivery will be the responsibility of the POA.*
4. *The customer will install and maintain, at his own expense, service lines from the point of delivery to the point of use. The customer will make repairs on a timely basis as necessary.*
5. *A metered service connection is for the sole use of the applicant or customers. Customers shall not permit the extension of pipes or other temporary supply lines for the purpose of transferring water from one property to another, from one point of use to another, nor share, resell, or sub-meter water to any other person or entity. Each residential dwelling (house, mobile home, etc.) shall have its own meter.*
6. *At no time shall any customer or individual connect a non-system water source to any service line or water line that is also connected to the System. Representatives of the Authority shall have the right to enter customer's premises for the purpose of inspection and enforcement of this policy at all reasonable hours. Violations of this policy shall constitute cause for immediate disconnection of service.*
7. *Until service is formally transferred, the original customer shall be responsible for payment of service. The Board may refuse to transfer service until all past-due bills and charges have been paid.*
8. *Customers agree to pay the established fees for the Authority provides water service in accordance with applicable rate schedules at the time service.*
9. *Representatives of the Authority shall have the right at all reasonable hours to enter the customer's property in order to read water 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 either the customer or the Authority.*
10. *The Authority shall 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 customers who may be affected by such interruptions, but the Authority will not accept responsibility for losses which might occur due to such necessary interruptions, nor does the Authority accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.*

C. OBTAINING WATER-SERVICE:

1. *Applicants for service or transfer of water service shall be taken at the System office.*
2. *Customer must complete necessary forms and return to the System Office or mail to the address noted on the forms. A copy of the applicant's deed and a map showing the location of the property and where the meter is to be located must be attached. The Authority has the final say on where the meter box will be placed.*
3. *The Board will review the transfer or new account of the water service at their next regular meeting and approve the application/transfer.*
4. *Cost of a new water service is included in the Schedule of Rates & Services (Section P).*
5. *Cost of a transfer is listed in the Schedule of Rates & Services (Section P) and is non-refundable.*
6. *Before installing a service connection and providing water available for use, the Authority may require the applicant to pipe his home and be ready to accept service. A permit from the Oklahoma Department of Environmental Quality confirming an approved septic or sewer system will be required. The customer is responsible from the meter to the residence or business.*

7. *If the Authority is required to lay a new water main line to an applicant's point of delivery; the applicant will be responsible for all associated costs of the extension.
(Section I.J: Main Extensions)*
8. *The applicant is responsible for all costs from the meter can to the applicant's residence*
9. *All water lines installed up to the applicant's property line are the property of the Authority, regardless of how or who paid any or all of the costs.*

D. CUSTOMER BILLING:

1. *Customers will be billed monthly in accordance with the rate structure of the Authority*
2. *Water meters will be read between the twentieth (20th) and twenty-fifth (25th) day of each month.*
3. *Bills will be mailed on or before the fifth (5th) day of each month.*
4. *Water consumption and other fees will be billed as separate items on the bill.*

E. PAYMENT TERMS:

1. *Payment is due by the fifteenth (15th) of each month. A \$25 late fee for residential and a one and one-half percent (1.5%) late fee for commercial will be charged if full payment is not received by the fifteenth (15th). If payment is not received by the fifteenth, a past due notice will be mailed the 16th of the month.*

F. WATER SERVICE TERMINATION:

1. *Customers who fail to pay the entire amount due by the fourth (4th) day of the following month will have their water meter locked out (disconnection of the water service). If the 4th of the month falls on a Friday or the weekend, then the following Monday will be the disconnect date. If the 4th falls on a holiday, then the day following the holiday will be the disconnect date.*
2. *Customers subject to termination of water service will be charged disconnect and reconnect fees. (See Schedule of Rates & Services, Section 16)*
3. *Customers may avoid termination of service by:*
 - (1) *Making payment on the amount in arrears by mail to the lock box before the scheduled shut-off date; or*
 - (2) *receiving a hardship deferment and signing a deferred (time) payment plan specifying payment terms before the scheduled shut-off date.*
 - (3) *Any account being disconnected for the second time in a rolling 12 month period must pay all monies owed before service will be turned back on.*

G. DEFERRED (TIME) PAYMENT PLAN:

1. *A customer may apply for deferred payment before the shut-off date if claiming hardship by going to the Authority office and filing. If the hardship qualifies, the customer will sign a deferred payment plan.*
2. *Hardships eligible for time payment plans include: Loss of job; medical emergency; excessive bill (such as one resulting from large leaks); and extraordinary financial difficulties as determined by Authority Board of Trustees.*
3. *The maximum length of a deferred payment plan shall be three (3) months unless the approved plan specifies otherwise.*

4. *Minimum monthly payment amounts shall not be less than one-third of the total amount due unless the approved plan specifies otherwise.*
5. *Deferred payment amounts shall be in addition to the regular service bill amount.*
6. *If the customer defaults on the time payments, the entire bill becomes immediately due and payable.*

H. RECONNECTION AFTER TERMINATION OF SERVICE FOR NON-PAYMENT:

1. *Customers desiring restoration of water service after termination for non-payment must pay an amount equal to the amount of the unpaid amount charged to date against the consumers water service, any late fee, and a reconnection fee.*

I. METERS:

1. *Meters shall be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the Authority. A complete record of tests and histories of meters will be kept. The Authority as often as deemed necessary will make meter tests according to methods of the America Waterworks Association.*
2. *Service meters whose errors do not exceed two per-cent (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 percentage arrived by taking the average of the error at full load and that at 10% load, unless a customer'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 location on the outside of buildings except where otherwise directed by the Authority. All meters shall be set horizontally and never connected to a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the Authority.*
4. *Meter tests requested by customers shall be performed without cost to the customer if the meter is found to be more than two per-cent (2%) fast. Otherwise, the customer who requested the test will be charged for the cost of making the test.*
5. *The customer shall be responsible for any damage caused by other than normal wear and tear to the meter installed for his/her service.*
6. *In the event that a meter tests outside the above accepted error limits, the Authority shall pro-rate the usage for a period not to exceed three (3) months. Adjustments will be made to the account and the Authority/Customer shall be given up to six (6) months to pay the adjusted amounts.*

J. MAIN EXTENSIONS:

1. *In extending a water main to serve an applicant, the Authority will require that the Flint Ridge POA pay all costs associated with bringing a water main line to the point of delivery as outlined in the Lease Agreement that the Authority has with the Flint Ridge POA..*
2. *If the Authority has to lay a new line to reach the residence, the Authority may be required by the DEQ to retain a permit or exemption permit especially if the line being laid is over one-thousand (1,000) feet. A permit must be obtained which will take between twenty to thirty days and time must be allowed to purchase the pipe that will be needed for the project.*
3. *If the Authority has to lay a new line, the customer will be required to furnish the Authority with an easement from all the necessary property owners involved and said easement requires a fifteen (15) feet width easement to lay a water line.*

4. *All main extensions will be of a size large enough to supply water, not only to the applicant, but also to any future customers with points of delivery (both above and below) along said line. The applicant will only be responsible for the costs between the existing water main and the applicant's point of delivery.*
5. *The costs associated with main extensions will vary due to price changes for materials, size of pipe required (to be determined by the Authority), labor & equipment usage. These costs will be itemized in the applicant's User Agreement, and must be agreed upon and paid for by the Flint Ridge POA before the water service is granted.*
6. *The applicant, if necessary, must obtain applicable road crossing permits and bear the costs of any road bore expenses and permits.*
7. *Main extensions will only be made after payment has been made by the Flint Ridge POA in accordance with the Lease Agreement between the Authority and the Flint Ridge POA and the water service is granted and applicant becomes a participating member.*

K. APPLICANT WITH EXCESSIVE NEEDS:

1. *In the event an applicant has water requirements that exceed the Authority's ability to supply from the existing plant without adversely affecting service to other customers, the Authority will not be obligated to give such service unless and until suitable self-liquidating financing is arranged to cover necessary investment in expanding the plant.*

L. CHANGE OF OCCUPANCY:

1. *It shall be the consumer's responsibility to anticipate changes of occupancy, and to notify the office of the Authority to have his/her water service disconnected.*

M. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION:

1. *Authority records, including minutes of meetings and financial records, are available for inspection by the public each day of the week during normal office hours and on other days by appointment in accordance with the Oklahoma Open Records Act.*

N. NOTICE OF MEETINGS OF THE AUTHORITY:

1. *The Authority meets in regular session each month. The time and dates are listed under Section V of the GOVERNANCE POLICIES MANUAL, sub-section A.*
2. *The agenda for all regular and special meetings shall be posted at the meeting place and at the SDCRWA Office in accordance with applicable State Laws.*

O. CHANGES IN POLICIES:

1. *These policies are subject to change as determined and voted on by the Authority Board of Trustees. The Authority's General Manager may recommend rates and fees for service as deemed necessary to operate and maintain the Authority. The Authority Board of Trustees has the final vote.*

P. SCHEDULE OF RATES & SERVICES: (NOTE: All fees are subject to change by a majority vote of the Authority Board)

1. *The current monthly Residential Rate (5/8" or 3/4" meter, or multi-residential master meter) is: Base Rate - Water: \$34.75 per month plus all usage (see current rate sheet).*

2. *Sales taxes: Currently there are no sales taxes on water charges.*
3. *Meter Deposit: \$150.00 per meter.*
4. *Delinquent Account Disconnect Fee: If water service is discontinued for non-payment of bill, a fee of fifty dollars (\$50.00) per meter shall be applied to the account.*
5. ***Fees:** Following is a listing of current fees, a brief explanation and the associated costs*
Illegal or Unauthorized Connection Fee: \$250.00-\$1,000.00
Meter Accuracy Check: \$35.00
Relocation Fee: Yoke set \$250.00
Relocation Fee: Yoke not set \$50.00
Reconnect Fee: \$50.00
Disc/Rec Fee: \$100.00 for non-payment of bill
Return Check Fee: \$25.00
Late Fee: \$25.00/residential 1 ½% of bill/commercial
Transfer Fee: Processing Paperwork \$50.00
Main Extensions: Determined on a case to case basis due to variable cost factors, the POA will determine the amount paid by the POA, the remainder is to be paid by the customer and that cost will be listed in the applicant's User Agreement.
Tap fees are required where there is a necessity to tap a line in order to supply water to a customer. For a 3/4 x 5/8 meter, the fee shall be seven hundred fifty dollars (\$750.00) or actual cost whichever is greater.