

Fort Gibson

Cherokee Co RWD #1

Policies and Procedures

Revised July 2023

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These policies and procedures for the district provide for the control and operations of the water district and have been approved by the Cherokee Co RWD #1 Board.

A1. 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.

Bill - Shall refer to the monthly statement of account, payable as rendered on a regularly designated date to each customer.

Billing Period - The billing period may be referred to as "month", "billing month" or "day of reading". The intent is to represent a period or approximately thirty (30) days between regular meter readings irrespective calendar months.

Benefit Unit – A right entitling the holder to one water service connection.

Consumer - An 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.

District – Cherokee Co RWD #1

Disconnect - A deliberate interruption or limitation of a customer's utility service by the serving utility company. (b) Delinquency: Failure by the customer to tender payment for a valid bill or charge by the scheduled due date.

Inactive Status - Accounts that have paid for the membership benefit unit but are not taking water service (locked).

Utility Clerk - Shall pertain to the person responsible for the administration of Cherokee Co RWD #1.

CCRWD #1 Cost - The amount CCRWD #1 will bill out, which will include materials, labor and equipment costs plus a 20% administration fee decided by the board.

Material Cost - The amount CCRWD #1 will bill out, which will include material costs plus a 20% administration fee.

Point of Delivery – The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service and Water Users' Agreement.

Shut Off for Non-Pay - A temporary interruption of service until current bill is paid in full, including fees.

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, subject to By-Laws and Policy and Procedures of this District. Services shall be considered as available when the District maintains the water supply at normal pressures at the point of delivery, in readiness for the consumer’s use, regardless of whether or not the consumer makes use of it.

Water Service: A water service shall consist of facilities for supplying water to one residence or one business establishment located on land within the District. A landowner must purchase a Benefit Unit and accept a water service for each residence or business establishment served.

Water Rate A minimum charge plus water usage rate.

A2. General Rules

1. The supplying and taking of water will be in conformance with these By-Laws, Policy and Procedures and the applicable rate schedule attached hereto, that such rate schedule is subject to change by action of the Board. Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of water charges is insufficient for the payment of operating cost, emergency repairs, or debt service, the Board may increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, or debt service.
2. Applicants for service shall fill out an application for water to the Secretary of the District. If the application for service is approved by the engineer and the Board of Directors, the applicant (land owner) will purchase a benefit unit for each water service desired, and sign the standard Application for Water Service and Water Users’ Agreement for an indefinite period.
3. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home and be in readiness to accept service.

Service is for sole use of the 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, not to share, resell, or sub-meter water to any other consumer. If an 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.

Arrangements 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 and municipal corporations, differing from stipulations set out in the rate schedule and rules but must always cover the cost.

Right of Access

Representatives of the District shall have the right, at all reasonable hours, to enter Upon consumers' premises to read and test meters, inspect piping, and to perform other duties for the proper maintenance and operation of services, 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 such 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.

A3. Application for Service

Every potential consumer will be required to execute a written application upon the district standard form providing for service with the approval of the District's engineer and Board shall be governed by the current policies and procedures of the District if approved.

Before approval of an application for service, the application will need to be approved through the Engineering and then approved by the Board.

The proper application for service when made by the customer and accepted by the District shall constitute a contract.

All applications for service shall be in the true name(s) of the party (ies) listed on the deed who will be using the service. In case of any violation of this provision, the District may discontinue service to such consumers immediately.

1. CCRWD #1 Application Procedure

New Consumer

1. Applicants will fill out the application, pay the engineer fee and sign the application for service.
2. The Clerk shall verify the applicants are the landowner of the property.

3. Once verified, the application will be sent to the District's engineer in order to approve if the new connection will not affect pressures or over demand the district of providing water for current consumers or new consumers.
4. Once land ownership is verified by the Clerk and application is approved by the Engineer, the application will be put on the agenda at the next board meeting.
5. After approval of the Board, the applicant must present their driver's license or State/Federal issue photo ID, Deed of the land and signed user agreement. A copy is made and placed with the utility application. If the account is a joint account, a copy of both applicant's driver's license and State/Federal issue photo IDs will be required. A signature is required on all applications. If requesting a joint account, both applicants must sign the application. (Any signature not signed in front of a CCRWD#1 employee must be notarized.)
6. The required membership benefit unit fee must be paid in full before installation.
7. Applications and copies are filed in the Utility Office.

Existing Consumer Moving to a New Address in the District

1. Consumers must complete a new application if a new membership is needed and follow procedures for a new applicant.
2. If a meter is already established on the property then the Consumers must be approved by the board, then pay a transfer fee in an amount as determined by the Board, provide a deed of the property, and sign a user agreement for that property.

Transfer of Membership

1. Transfer Forms must be signed by both parties (sellers and buyers).
2. Transfers must be approved by the board.
3. Transfer paperwork needs to be turned in the office within 60 days of purchase or may be subject to be shut off until signed paperwork is turned in and approved.

2. Change of Address or Other Contact Information

If a consumer wishes to change the information on their account, such as phone number and/or mailing address:

Consumers can change phone numbers by phone when identity is verified. Mailing address needs to be signed by the owner of the membership.

I. If the consumer calls in:

1. The consumer is asked for the account number.
2. If they don't know or have the account number, they are asked for the name the account is under.
3. They are asked questions regarding the account that would not be found in a lost or stolen wallet, such as last payment amount on the account or the last billed amount, any co-applicant listed on the account.

4. Once confident with the identification of the caller, the changes will be made to the account.

II. If the request is received in the mail:

1. The signature on the letter is verified against the signature on the application.
2. Or the customer is contacted utilizing the contact information on record.
3. Once verified, the changes will be made to the account.

METERS and BILLING

A4. Meters Accuracy

Meters will be furnished, installed, owned, inspected and kept in proper operating condition by the District. At the request of the consumer, the meter can be tested. Meter will be pulled by an CCRWD#1 employee and sent to the manufacturer to be tested or be tested by ORWA. 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. Cost of meters testing accurately, will be paid for by the consumer. Cost of meters testing inaccurately will be paid for by the District and necessary adjustments will be made to the consumers account.

Meter Location:

The district will run its service and set a meter box. Location of the meter box will be determined by the utility district depending on the size of the meter to be installed and the district's supply lines.

The water district reserves the right to determine the size and designate the location of the water meter.

Bills:

Bills will be rendered for service by the 1st 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 20th of the month shall be subject to a 10 percent late charge. Failure of the District to submit a service 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 20th of the month following the month in which the bill is rendered shall result in the disconnection of the service.

A5. Connect and Disconnect Service

The reconnect charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-laws and these policies and procedures 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 six percent (10%) interest, and a fee determined by the Board to cover the reasonable cost of labor necessary to make such reconnection.

A6. Denial of Service to a Consumer

Service may be refused to a consumer when there remains an unpaid account for service previously provided. The District shall not be required to provide service to an applicant who uses an alias, trade name, business name or the name of a relative or other person as a device to escape payment of an unpaid obligation. Utility service shall be denied or discontinued for any person, persons, groups or businesses who have any delinquent account(s) and are a recipient, beneficiary, or consumer of commodity, whether or not such account is under another name.

A new owner of the service property will be denied service, if a service location has a known leak, until the owner presents proof of repairs.

No person, persons, groups or businesses can move from one location, with an unpaid bill, and have service connected in a new location. If any person has a delinquent account, they shall be required to pay the bill in full.

A7. Notification of Deceased Consumer

If the deceased was the Primary Account Holder:

Contract of the deceased consumer is null and void. After notification of death, a relative's power of attorney becomes null and void. The personal representative of the estate has the obligation to take care of the account. CCRWD #1 will require a copy of the death certificate, or court papers showing a court appointed representative, if it applies. In either situation, the District will need new contact information and billing address for the personal representative within 90 days. If the personal representative is not willing to do this, the district will disconnect the service until all charges are paid in full.

The new owner of the property will need to transfer their name to the account and pay the transfer fee. No service will be continued at this address until the previous owner's (deceased) account is paid in full. If not paid within a timeframe set by the board, then it shall be forfeited and a lien will be placed on the property. A new membership benefit unit will need to be purchased after the previous owed amount is paid.

If property goes into a Sheriff's Sale a new Membership Benefit Unit is required

If there is a surviving spouse or other surviving occupant listed on the account:

If another person(s) are signatories on the account and is a land owner of the same property, then said person(s) are required to update the account by providing proof of death by death certificate or obituary, and updating all contact information.

If other person(s) are not signatories on the account, but show proof of award of the property to them by official Court Documents, it can be handled as a transfer of membership and need to sign a new user agreement.

If the other person(s) are not signatories on the account and have no official court documentation of ownership, then the account will be put inactive until new owners are able to transfer. If a remaining bill is owed, it will be mailed, and can be handled by the estate as well. If a balance is due then a lien will be placed on the property and set to inactive (locked). New land owners must pay the balance or pay for a new membership.

A8. Meter Tampering

In case of bypassing, or a meter that has been shut off for non-pay or any other reason by CCRWD #1 and is found to have been turned on by someone other than a CCRWD #1 authorized personnel, a complaint shall be signed by the CCRWD #1 manager or their authorized agent against the party responsible, and a tampering fee in an amount determined by the Board will be applied to each meter per incident. Further violation of meter tampering will result in permanent removal of meter and forfeiture of the membership benefit unit. A police report will be filed.

"TAMPERING" shall include, but not be limited to, attaching any piper, wire or other conduit or thing onto any utility or to turn on or off any such service, break or deface.

A9. Removal of Meters

All meters shall remain the property of the District and may be removed from the consumer' premises at any time without notice for the purpose of testing or repairing the same or upon discontinuance of the service.

CCRWD #1 reserves the right to suspend delivery of water at any time without notice for the purpose of making repairs or extensions and CCRWD #1 shall not be liable for damages because of such interruption of service.

Upon discovery of any unlawful act by any consumer, his agency or employee herein prohibit or upon failure to comply with any of the policies and procedures of CCRWD #1, such service will be discontinued and applicable fees applied.

A10. Notification of Inaccessible Meter

A consumer will be notified via phone call, email, text or mail informing the consumer of the reason the meter was not read and if the problem is not corrected before the next reading cycle, service will be disconnected. Also, if not corrected within a time period, anything obstructing the reading of the meter will be removed at the expense of the consumer. If a meter reader does not have access to obtain reading, the reading may be estimated, based on previous 12 months of consumption.

A11. Consumer Responsibility for Meter

The consumer shall be held responsible for any damage done to meters installed on their premises whether such damage is caused by fire, water malicious intent, or any other cause, except ordinary wear and tear. This includes the consumer turning the meter on/off by themselves

No consumer or other persons shall repair or remove any meter, or break any seal without authority from the District, nor tamper with or interfere with the operation of the meter.

A12. Estimated Bills

If any meter shall stop, or for any reason fail to register properly, or upon failure to read the meter, the District's office manager shall estimate the monthly bill. The estimate will be based on the previous 12 month's consumption. This is subject to change, depending on the utility software capabilities.

A13. Inspection of District's Property

CCRWD #1 shall have the right to enter upon the premises of the consumer at all reasonable and ordinary hours for the purpose of inspecting, testing, repairing, removing, or exchanging all equipment belonging to CCRWD #1 and used in connection with its water and removing its property on the termination of the contract and agreement, or the discontinuance of service for any cause whatsoever.

A14. Statement for Service Rendered

A statement shall be mailed or emailed to each consumer or to such person as they shall direct, once a month for service rendered the preceding month. The statement shall show meter readings, consumption, and net charges. The failure of any consumer to receive a

statement for water utility charges provided for in this article shall not excuse the consumer from their obligation to pay such charges within the time specified in this article.

A15. Discontinuance of Service for Failure to Pay

It shall be the duty of the District’s clerk or their designee to cause any utility furnished to any person to be disconnected and discontinued without further notice, if such person shall fail, refuse, or neglect to pay a bill by the 20th of the month following the month in which the bill is rendered.

Failure to pay water meter charge for 6 months, shall constitute an automatic forfeiture of the Benefit Unit(s) on behalf of which such failure occurs. At 4 months, Membership benefit unit owners may be notified by certified mail that in 60 days forfeiture will occur.

Provided, further, that if the defaulting water subscriber is a tenant, the time set out by the board shall not commence to run until the Secretary of the District has mailed or caused to be mailed, by certified mail, notice of such default of the tenant to the landowner at his last known address as shown on the books of the District.

A16. Delinquent Payment Charge

All accounts for water furnished by CCRWD #1 shall be due and payable monthly on or before the due date printed on the customer bill. A delinquent payment charge of ten percent (10%) shall be added to the statement, to reflect the amount due after the due date. Final date for late payment is the 21st of the month. Disconnect order issued and service charge fee applied. The district reserves the right to refuse service to a consumer at any address until all delinquent bills of such consumers for water services are paid.

A17. Short term or Temporary Services

Short term service shall be considered turning the service on and off in a 24 hour period for testing (i.e. a realtor needing to test services in a house for sale, landlord inspection). The customer requesting the short term service will be required to pay for the usage.

Temporary services will only be provided to State, Local or Federal entities at Manager’s discretion but must be counted in the monthly water loss report. (county use for roads, fire district etc)

A18. Charge for Moving Facilities

When a consumer requests the district move any of its facilities for the benefit of the consumer, all the charges for the work shall be assumed by the consumer requesting the move.

A19. Returned Checks: Service Charge

Checks and Automated Payments that are returned by the bank as insufficient shall be assessed a service charge. This charge is made for all checks/automated payments that are returned for whatever the reason might be. The procedure that will be followed is:

1. The consumer will be notified via phone, email or mail of the outstanding balance that must be paid (check amount plus the service charge) in cash or debit/credit card.
2. If no response is made by the customer within three (3) days, water service will be shut off in the same manner as customary for non-payment of utility bill and disconnection of account will occur.

A20. Payment Options:

A customer may pay their utility bill in the following ways:

Payment in person or Drop Box at CCRWD #1 21439 Highway 80 Fort Gibson, OK 74434 or NEO Accounting at 109 E Delaware St, Tahlequah, OK 74464.

- a. Personal Check - unless otherwise noted on the account
- b. Money Order

Payment by mail – P.O. Box 622

- a. Personal Check – unless otherwise noted on account
- b. Money Order

Online: www.ccrwd1ok.com Click on the green button “Bill Payment” then green button “Pay your bill now” to sign up.

- a. Credit/Debit Card – Additional fees may apply

A21. Shut-Off for Failure to Pay

CCRWD #1 mails out bills on the 1st with the due date being the 20th. A 10% late fee is applied to any unpaid balance. Bills not paid in full by the 20th of the next billing cycle to include current payment, will be shut off for non-payment, and service further charges applied.

No other contact will be made except the mailing of the regular bill. Failure of any consumer to receive the bill for any utility charges provided for in this article shall not excuse the consumer from their obligation to pay such charges within the time specified in this article.

1. Notice of Shut-Off for Non-Pay

- a. Cut off notice will be noted on the billing statement.

B1. Water Bill Dispute Procedure

- 1. If a consumer comes in with a dispute regarding their water bill, the following process will be taken:
 - a. Consumer shall notify the CCRWD #1 clerk if there is a problem with their water bill within ten (10) working days of the due date printed on the disputed bill.
 - b. The clerk will review and research the disputed water bill, if a billing calculation error is found, it will be corrected accordingly.
 - c. If a re-read is necessary, it will be done within 24-48 hours of the notice. The meter reader will check the working condition of the meter at the time of the re-read.
 - d. If the re-read shows an error was made or the meter was not working properly, the reading and/or meter will be changed and the bill will be adjusted accordingly.
 - e. If the reread shows the original reading was correct and the meter was working properly, no adjustment will be made.
 - f. Subject to Board approval, the consumer may request a company specializing in such testing, check the meter for accuracy. If testing shows the meter is working accurately, the consumer shall pay the cost of the testing. If the meter is not working accurately, CCRWD #1 will pay the cost of testing. The Board will decide on the amount.
 - g. After researching the disputed bill, the District Manager shall make a decision within five (5) working days after receipt of the complaint and supporting documentation. If the consumer is not satisfied with the decision, a written request may be submitted

to have the disputed bill presented to the Board. Upon receipt of a written request, the manager will place the matter on the agenda for the next regularly scheduled CCRWD #1 meeting. The written request must be received within ten (10) days of the initial decision or the District Manager's decision is final.

Upon review of information provided by the consumer and staff, the CCRWD #1 board will make a decision regarding the disputed bill.

- h. The CCRWD #1 board's decision is final.

C1. Water Policies

1. Water Main Extensions

Main water line extensions will be determined by the CCRWD #1 engineer and approved by the Board. The extension of water main lines will be paid by and installed by the developer or property owners and must be installed per DEQ requirements and any applicable permit fees. Maintenance will be the responsibility of the property owners until the District takes over responsibility.

After one year of completion and inspection for proper installation, CCRWD #1 accepts ownership and maintenance. CCRWD #1 will not accept lines outside CCRWD #1 limits, but may sell the water at a meter located within the District's limits. Any exceptions will require engineer and Board approval.

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 an unreasonable 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.

Connection with Private Water System:

There shall be no physical connection between any private water system and the water system of the District. Representatives of the District shall have the right at all reasonable hours to enter upon the consumer's 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.

2. Water Meter Taps

A developer, contractor or property owner will provide information as to grade and location of the water meter before CCRWD #1 will make a tap. If the developer or contractor gives the

wrong elevation of final grade information, they will be charged the district's cost for raising or lowering the meter can.

3. Water Line Extension Charge

When district funds are used to extend water lines (mains), a connection charge will be assessed for each connection to that specific section of line.

4. CCRWD #1 Line Extension Exemption Policy

All line extension exemptions shall be required to have CCRWD #1 Board approval and all applicable ODEQ permits and fees. When the permit is approved by ODEQ and all easements needed are in place, customers may install said line extension per ODEQ and District's specifications and regulations. All labor, materials and other appurtenances required to install the line extension shall be at the consumer's expense. After line is installed and inspected by CCRWD #1 and the District's engineer and/or District's manager, tested and required sufficiency certifications will be filed, along with a one year warranty, the CCRWD #1 will accept ownership and responsibility for operation and maintenance of said line extension. At that time, customer taps may be installed per CCRWD #1 meter tap policies. All fees shall be paid prior to installation of meters.

If a developer/owner pays for a line extension, and others then the tap onto that line paid for by the original developer/owner, the new persons/entities tapping on to this line, must pay their fair share of capacity of the line, and this assessment is then paid to the developer/owner that paid for the line.

5. Water Leak Policy

- a. Adjustments to water bills due to a water leak is allowed 1 time in a 12 month period. The water bill has to be current.
- b. If a rental property, and a leak is known to be at that location, CCRWD #1 will not allow another tenant to set up service until the landlord presents proof of repairs.

6. Water Meter Installation Procedure

- a. Pay Tap Fees as per Policy and Procedure. If not paid by the arranged installation date, the meter will not be set. All fees must be paid prior to the installation.
- b. Arrange for your contractor to contact the District's personnel @ 918-400-1043 to schedule a date for new service to be installed.
- c. There is a minimum of ten (10) days' notice required for new service installs. Every effort will be made to do the installation within these ten (10) days. However, occasionally emergency situations arise which would make this impossible.

- d. All meter installations must have a certified sewage system approval from the Oklahoma Dept. of Environmental Quality before the meter can be installed.

D1. Forms

1. Application for Service
 2. Membership Benefit Unit Transfer
 3. Inactive Account
 4. Request for Records
 5. Construction Tap
 6. Change of Address
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