



OSAGE COUNTY RURAL WATER DISTRICT #15
14415 N 52ND W AVE P O BOX 1029
SKIATOOK, OK 74070
(918) 396-2552 (918) 396-2710 FAX
www.rwd15.com

REVISED Billing Policies and Procedures (Effective the 1st day of January, 2015)

The District shall mail invoices to all purchasers of the District's water (whether Participating Members, Water Users, or otherwise, and sometimes hereafter "District Customer" or "District Customers") at their mailing addresses of record before the 5th day of the month following the prior month's water usage. All payments for water usage are due and payable by the 19th day of the month following the prior month's water usage. **District Customers whose accounts are not paid in full by the last day of the month when due are subject to immediate disconnection without further notice on the first day of the next month.** A District Customer's failure to receive any invoice or billing statement shall not excuse the District Customer's obligation to timely pay charges then due.

Accounts not paid in full by the 19th day of the month in which payment is due will be assessed a **Late Charge** immediately due and payable. The **Late Charge** shall be in the sum of \$25.00. If the 19th falls on a weekend or a holiday or any other day when the District's office is not open for business (such as for inclement weather) then the **Late Charge** will be charged if the payment then due is not in the District's office when it next opens for business.

Additionally, all accounts not paid by the last day of the month when due will be assessed a mandatory **Delinquency Fee** as specified in the District's **Schedule of Charges** as may then be in effect, and as may be amended by the District from time to time.

If an account is not timely paid when due as specified above, the District will promptly mail the District Customer a notice addressed to the District Customer's mailing address of record advising the District Customer: (a) of the amount then due on the account, including all **Late Charges** and fees; (b) that if the amount stated therein is not paid on or before the last day of the month, that the **Delinquency Fee** then in effect shall be added to the account balance and be immediately due and payable without further notice; (c) that if the amounts so stated are not paid *in full* by the last day the month, that the District Customer's service is subject to **immediate disconnection without further notice** on the first day of the next month; and (d) of the District Customer's right to appeal (as hereafter provided) immediate disconnection.

In cases of extreme, extraordinary or other extenuating circumstances, as determined in the discretion of and by the District's Manager, a District Customer may appeal to the District's Manager a pending service disconnection *but only* by compliance with the following procedure. Any District Customer wishing to present such an appeal shall present a written appeal (on an Appeal Form to be provided by the District). The written appeal shall be delivered to the District's offices during normal business on or before the last day of the month before the day on which the District Customer's service is subject to disconnection. The written appeal shall contain a concise written statement of the reason for the appeal and the circumstances the District Customer believes are extreme, extraordinary or otherwise extenuating. The written appeal shall be accompanied by the appealing District Customer's payment to the District of an amount equivalent to the amount of the appealing District Customer's invoice for water service for the month next proceeding the month being appealed (which payment shall be applied to the charges for water usage then due). All such written appeals shall be promptly considered and determined by the District's Manager. For good cause shown, in cases of extreme, extraordinary or extenuating circumstances, as determined by the District's Manager, in their final, sole and exclusive discretion, the District's Manager may make such determinations as they shall deem appropriate under the circumstances, including, by way of example, but not limitation, continuation of service upon a deferred payment arrangement, and waiver of otherwise applicable **Late Charges** and **Delinquency Fees**. Determinations of all such appeals by the District's Manager shall be final and not subject to any further review or appeal. No District Customer may present more than two such appeals each calendar year.

If any customer's water service is disconnected pursuant to this Policy, it shall not be re-established until all sums then due, including all **Late Charges** and **Delinquency Fees** shall be paid in full. Resumption of service shall also require payment - before service will be re-established - of any **Reconnect Fee** as may be specified in the District's **Schedule of Charges** as may then be in effect, and as may be amended by the District from time to time. Service restorations are subject to the availability of District personnel and shall only be accomplished during the District's regular business hours.

Failure to pay for water usage may also result in FORFEITURE of a Member's Benefit Unit pursuant to the District's Bylaws.

Any account upon which two checks are returned unpaid for any reason within any six month period will be required to pay all future payments with cash, a bank cashier's check, money order, debit or credit card. All checks returned NSF or not paid for any other reason must be promptly picked up with cash, a bank cashier's check, money order, debit or credit card.

There is a payment drop provided at the District's Office for payments after hours, on weekends, or on holidays.

DO NOT TAMPER WITH THE METER BOX! Damage to the meter box, meter lid and contents will be charged to the customer at the District's hourly service rate as may then be in effect plus the District's costs for repair or replacement materials. See, also, 76 Oklahoma Statutes, §23(B) which provides, in pertinent part:

A. It shall be unlawful for any person, with intent to defraud a utility, to:

1. Alter, tamper with, injure or knowingly allow the altering, tampering with or injuring of any pipeline, line, wire, conduit, conductor, meter, meter seal, transformer or other equipment used by a utility to deliver or register service;

2. Prevent any installed metering device from registering correctly the quantity of service passing through such metering device;

3. Make or cause to be made any connection between any pipeline, lines, wires, conduits, conductors, meters, transformers or other equipment in such manner as to prevent the correct registration of service by any metering device, or to otherwise use electricity without the consent of the utility; or

4. Supply or cause to be supplied any utility service to any person without such service first passing through the metering device provided by the utility for measuring and registering the quantity of service.

B. Any person who is convicted of violating the provisions of subsection B of this section shall be guilty of a misdemeanor punishable by payment of a fine of not more than One Thousand Dollars (\$1,000.00), or by imprisonment in the county jail for a period not to exceed six (6) months, or by such fine and imprisonment.

District Customers are further directed to the District's *Rules and Regulations* which provide, among other things, as follows:

WATER SERVICE IS FOR THE SOLE USE OF THE PURCHASER: A standard Water Service connection is for the sole use of the Applicant or the Purchaser, 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, firm or entity. In an emergency or specific situation should make such an arrangement necessary, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency. Any Purchaser in violation of this paragraph shall be penalized as herein set forth or as may be prescribed by law:

1. Unauthorized water usage, first offense:
 - a. Meter will be disconnected when offense is detected.
 - b. A five hundred dollar (\$500) penalty/reconnect fee will be assessed to the offending Benefit Unit holder.
 - c. Meter will not be reconnected until the five hundred dollar (\$500) penalty/reconnect fee has been paid.
2. Second offense: Meter will be disconnected and forfeiture of the Benefit Unit will result.

NOTE: ANY OR ALL PERSONS OBSERVED OR OTHERWISE SUSPECTED OF ILLEGALLY TAKING WATER WILL BE BROUGHT TO THE ATTENTION OF THE LOCAL AUTHORITIES FOR AN INVESTIGATION THAT COULD RESULT IN ARREST AND PROSECUTION.

All District Customers shall be advised of the adoption of this policy by: (a) inclusion of a copy hereof in the District's next invoice mailing; (b) the immediate posting hereof in the District's principal office and place of business; and (c) the immediate posting hereof on the District's website.

ADOPTED by the District's Board of Directors December 9, 2014.