

**LINCOLN COUNTY RURAL WATER DISTRICT NO. 2**  
**RULES AND REGULATIONS**  
**DEFINITIONS**

**DISTRICT** – All area lying within the boundaries of Lincoln County, Oklahoma, Rural Water District No. 2. Controlled by the Board of Directors including water standpipes, pumping stations, all pipes, valves, meters, buildings used in the distribution of water.

**BENEFIT UNIT** – A benefit agreement issued from the District to the benefit member who has paid the fee for the water service that has deemed feasible by the engineer and approved by the Board of Directors.

**BENEFIT MEMBER** – A landowner who has paid the benefit unit fee and has been furnished a benefit unit certificate from the Board of Directors.

**BENEFIT UNITS**

1. Water Service is available to every landowner, when economically feasible, in the District regardless of race, color, religion, sex, or national origin. A standard water service connection is for the sole use of the applicant or the consumer.
2. Benefit member/water service: a water service shall consist of facilities for supplying water to one primary resident or one business establishment located on land within the District. A landowner must purchase a Benefit Unit and accept a water service for each resident or business establishment served.

[2014 OK Statutes Title 21. The term “dwelling house” as used in Section 1431 et seq. of this title, includes every house or edifice, any part of which has usually been occupied by any person lodging therein at night, and any structure joined to and immediately connected with such a house or edifice.]

[kin.com,(insurance reference on dwelling house), Any structures on your property that are separate from your dwelling (i.e., not attached) If it’s not part of the main structure where you live, then it not part of your dwelling.]

3. The District may sell water to parties outside of the district boundary lines, when feasible, but the district will not provide water lines or meters past district boundary line.
4. A benefit unit may be transferred if all bills are paid in full.

5. The amount charged for a benefit unit will be the sole responsibility of the District Board of Directors based upon the initial \$500 consideration, plus the actual cost of the meter, loop, and reasonable installation charges (\$1,750.00 for  $\frac{3}{4}$  inch meter and \$2,000.00 for a 1-inch meter).
6. The District will set meters just inside of the property line unless circumstances warrant otherwise. The benefit member will be responsible for the service line from the meter to their residence or business.
7. Meter shut off valves inside of the meter box are the property of the District and are not constructed to be used as shut off valves. Continuous use of the valves will result in damage to the valve and will make it of no use to the District or of the benefit member. Each benefit member must have his/her own cut off valve and should use the meter shut off valve in cases of emergency use only.
8. The District makes no representations nor warranties concerning the adequacy of any fire hydrant, or volume of water delivered at a fire hydrant. All patrons are advised to inform their insurance agent, who is relying upon the system for fire protection purposes, to determine whether the hydrant meets insurance required standards and specifications.
9. Line extension (including service meter) – The prospective benefit member is responsible for any and all costs including but not limited to engineering, materials, labor, and related fees for any inspection by district operator. After one (1) year, the rural water district assumes ownership and maintenance of said water line. In addition, the prospective benefit member is responsible for any and all legal fees and costs, if any, associated with said line extension. After one (1) year, the Rural Water District assumes ownership and maintenance of said waterline. The prospective benefit member agrees within a reasonable time and, in any event, no longer than thirty (30) days upon written request of the District to execute such easements and rights of way as is necessary to effectuate ownership of said water line in the name of the District and legal right of access of the District thereto.
10. Requested meter tests: Meter tests requested by a participating benefit member will be performed without cost to the participating benefit member if the meter is found to be more than two percent (2%) fast or slow. Otherwise, participating benefit members for whom the request test was made will be charged for the cost of making the test.

11. Participating benefit member's Responsibility: The participating benefit member shall be responsible for any damage to service equipment owner installed by the District for his or her service, deriving from any cause other than normal wear and tear. After one replacement, any damage to transmitter/antenna and cord a fee of \$250.00 is the responsibility of the benefit member and collection of this fee will be due within 30 days of notice of damage.

12. Representatives of the District shall have the right at all reasonable hours to enter upon member's premises to read and test 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 member.

13. The District does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, flood, or other causes beyond its control.