

RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY, OKLAHOMA
BY-LAWS
AND
RULES AND REGULATIONS

April 27, 2004

RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY, OKLAHOMA

BY-LAWS

Article 1

Name and Place of Business

Section 1. The name of this corporation shall be Rural Water District No. 3, Washington County, Oklahoma.

Section 2. The principal office of this District shall be located within the corporate boundaries of the District.

Article 2

Corporate Powers

Section 1. The corporate powers of this District shall be vested in the Board of Directors, hereinafter referred to as the Board.

Article 3

Purpose and Objectives

Section 1. The purposes and objectives of this District are as follows:

(a) To acquire water and water rights and to build and acquire pipe lines and other facilities, and to operate the same for the purpose of furnishing water to serve the needs of owners and occupants of land located within the District, and others as authorized by these By-Laws.

(b) To borrow money from any Federal or State Agency, or from any other source, and to secure said loans by mortgaging or pledging all of the physical assets and revenue and income of the District, including easements and right-of-way.

(c) To hold such real and personal property as may come into its possession by will, gift, purchase, or otherwise, as authorized by law, and to acquire and dispose of such real and personal property, including right-of-way and easements, wherever located, and as may be necessary and convenient for the proper conduct and operation of the business of the District.

(d) To establish rates and impose charges for water furnished to participating members and others.

(e) To enter into contracts for the purpose of accomplishing the purpose of the District with any person or governmental agency.

(f) To cooperate with any person or with any governmental agency in any undertaking designed to further the purposes of the District.

(g) To do and perform any and all acts necessary if desirable for the accomplishment of the purpose of the District, which may lawfully be done by such District under the laws of the State of Oklahoma.

Article 4

Water Users

Section 1. Water shall be supplied only to rural residents of the land located within the District. Provided, however, that the Board may make water available to the public for purchase at such distribution points as it may establish.

Section 2. No owner of land located within the District shall be eligible to become a water subscriber unless he has first subscribed and paid for one or more Benefit Units. Tenants occupying land located within the District may become water subscribers; provided, that the owner, or someone on behalf of the owner, has subscribed and paid for one or more Benefit Units in favor of the land or premises occupied by the tenant.

Article 5

Right to Vote

Section 1. Only participating members shall have the right to vote, and each participating member shall be entitled to a single vote, regardless of the number of Benefit Units to which he may have subscribed: Provided, all owners of land located within the District shall be eligible to vote at meetings of landowners until ninety (90) days after a declaration of the Board in its minutes. There shall be no proxy voting, and no dual ownership of Benefit Units for voting purposes. A participating member may be an individual, firm, partnership, association, or corporation.

Participating members shall be:

(a) Owners of land located within the District who have subscribed to one or more Benefit Units: Provided, payments of charges are current on at least one of the benefit Units.

Article 6

Benefit units

Section 1. The Board shall be at the proper time cause a declaration of availability of Benefit Units for subscription to be entered in its minutes and shall establish a unit price for said subscriptions. Each Benefit unit shall carry with it the obligation of paying a minimum monthly meter charge from the time service is available. The Board in its discretion may from time to time, if the capacity of the District's facilities permit, make additional Benefit Units available. Subscriptions for Benefit Units shall be given preference and priority in order in which received. The Board may refuse the subscription for a Benefit Unit in favor of a particular tract of land located within the District or impose special conditions on granting the same if in the judgment of the Board, the granting of said subscription and the furnishing of water pursuant thereto, would impair the service to other water users in that locality or be uneconomical, unfeasible, and place an undue burden on the District. Any landowner who feels himself aggrieved by such denial, or imposition of special conditions, may appeal from the action of the Board to a vote of the members at the next regular meeting of the members, or special meeting of the member called for such purpose: Provided, the decision of the Board shall stand, unless $\frac{3}{4}$ ths of all

participating members (or landowners at the meeting where only qualification to vote is ownership of land within the District), vote in favor of a motion to over-rule the decision of the Board.

Section 2. Upon the purchase of Benefit Units, the owners of land shall designate the tract of land to which the Benefit Units shall be assigned, and the Benefit Unit shall not be transferred from one tract of land to another within the District without the approval of the Board. The owner of lands subscribing for more than one Benefit Unit to be assigned to one tract of land shall at the time of said subscription designate as nearly as practical the location on said tract where he intends to utilize said Benefit Units and no major change in location shall be made without the approval of the Board. Benefit Unit Certificates shall be issued by the Board, signed by the Chairman and secretary and/or any other officer or employee of the District designated by the Board of Directors, showing name of owner, and tract of land to which the Benefit Unit is assigned, numbered consecutively in the order in which issued.

Section 3. The consideration paid for benefit Units shall be considered donations to the District and shall in no event and under no circumstances be refunded to the subscriber.

Section 4. Benefits Units shall follow the title of the land unless the owner of the land designates otherwise. Owners may transfer Benefit Units from one tract of land to another tract owned by them within the District, subject, however, to the approval of the Board. No transfer in ownership of Benefit Units shall be permitted without the approval of the Board. No transfer will be approved unless all charges against the Benefit Unit are paid. All transfers when approved shall be recorded in the books of the District.

Section 5. Each Benefit Unit shall entitle the owner to and not to exceed one line from the District's water system. Each line shall serve not to exceed one residence or business establishment together with the necessary and usual outbuildings.

Section 6. Failure to pay minimum monthly meter charge or failure to pay for water used through a meter shall constitute a forfeiture of the Benefit Unit on behalf of which such failure occurs: Provided, that such Benefit Unit shall be reinstated if within three months after such failure all back charges are paid in full, plus 10% interest and reasonable labor charges necessary to effect such reconnections. Provided, further that the Board may permit such re-instatement within six months after such failure upon payment of all back charges, plus ten percent (10%) interest, and reasonable labor charges, necessary to effect such reconnection: Provided, further, that if the defaulting water subscriber is a tenant, the time set out above shall not commence to run until the Secretary of the District has mailed or caused to be mailed, by registered or 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.

Section 7. Violation of Article 19 Section 4 shall constitute an immediate forfeiture of the Benefit Unit: Provided, that a new Benefit Unit may be obtained upon payment of all damages incurred, plus the Benefit Unit fee. Any participating member whose Benefit Unit is forfeited as provided herein shall have the right to appeal such action to the Board of Directors within ten (10) days. Such aggrieved participating member may present to the Board of Directors such evidence as may be available concerning violations of Article 19 Section 4. The decision of the Board of Directors upon appeal in all cases shall be final.

Article 7

Election of Directors

Section 1. The Board of the District shall consist of seven (7) members, all of whom shall be participating members of the District: Provided, however, that the original Board shall consist of owners of land located in the District. The Directors elected at the time of the incorporation of the District shall be elected for staggered terms of one, two, and three years and shall serve until the expiration of the term for which they were elected as shown by the minutes of the original meeting of the landowners, and until their successors are elected and have qualified. At each annual meeting of the participating members, the participating members shall elect for a term of three years the number of Directors whose terms of office have expired.

Section 2. At the next regularly scheduled meeting of the Board of Directors following the Annual meeting of the participating members, the Board shall meet and shall elect a Chairman, Vice-Chairman, Secretary, and Treasurer, from among themselves, each of whom shall hold office until the next Annual meeting and until the election and qualification of his successor unless sooner removed by death, resignation or for cause. The office of the Secretary and Treasurer may be held by one person.

Section 3. Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board. The disqualification of a Director as a participating member of the District or failure of any original Director to become a participating member within thirty (30) days after subscription to Benefit Units are made available through action of the Board, shall operate to disqualify him as a Director and to create a vacancy in the office of the Director.

Section 4. A majority of the Board shall constitute a quorum at any meeting of the Board.

Section 5. Any Director of the District may be removed from office for cause by a vote of a simple majority of the participating members of the District at any annual or special meeting called for that purpose. The Director shall be informed in writing of the charges preferred against him at least ten (10) days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by vote of five (5) of the members of the Board, and employees and agents discharged or removed from office or employment at anytime by action of the Board.

Section 6. The Board of Directors shall be entitled to receive the sum of \$125.00 and the Secretary/Treasurer and Chairman (or Board Member acting as Chairman) will receive \$200.00 for each board meeting attended, effective April 25, 2022 by vote of annual meeting.

Article 8

Powers and Duties of Directors

Section 1. The Board, subject to the restrictions of law, and these By-Laws, shall exercise all the powers of the District and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and is hereby given, full power and authority in respect to the matters as hereinafter set out:

(a) To select and appoint all agents and employees of the District or remove such agents and employees of the District for just cause, prescribe such duties and designate such powers as may not be inconsistent with these By-Laws, and fix their compensation and pay for faithful service.

(b) To borrow from any source, money, goods, or services and to make and issue notes, and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.

(c) To prescribe, adopt, and amend from time to time, such equitable and uniform rules and regulations, as, in their discretion, may be deemed essential or convenient for the conduct of the business and affairs of the District, and the guidance and control of its agents and employees.

(d) To fix charges to be paid by each water user for services rendered by the District to him, the time of payment, and the manner of collection, and to establish equal rates for farm members and non-farm members according to the amount of services furnished.

(e) To require all officers, agents, and employees, charged with the responsibility for the custody of any funds of the District to give adequate bond, and cost thereof to be paid by the District, and it shall be mandatory upon the Directors to so require.

(f) To select one or more banks to act as depositories of the funds of the District and to determine the manner of receiving, depositing and disbursing the funds of the District in the form of checks, and the person by whom the same shall be signed on behalf of the Chairman, with the power to change such bank or person signing the checks and the form thereof at will.

(g) Prepare annually an estimated budget for the coming year, adjust water rates, if necessary to produce a sufficient revenue required by such budget, cause an annual audit of the District records and accounts to be made by a licensed municipal public accountant or certified public accountant, and make a report on said matters at each annual meeting of participating members.

Article 9

Powers and Duties of Manager

Section 1. The Board may employ for the District a manager, who shall have charge of the business of the Association under the general control, supervision and direction of the Board. No Director shall serve as Manager. Subject to the approval of the Board, the manager shall employ, supervise and dismiss all agents and employees of the District and fix their compensation. He shall also, so far as practical, conduct the business in such a way that all patrons receive equal service and treatment, deposit in a bank selected by the Board, all money belonging to the District which comes into his possession; maintain his records and accounts in such a manner that the true and correct condition of the business may be ascertained therefrom at any time; furnish the Board a current statement of the business and affairs of the District at each scheduled meeting of the Board and at the end of each fiscal year and at such other times and in such forms as the Board may direct; carefully preserve and turn over to his successor all books, records, documents and correspondence pertaining to the business of the District which may come into his possession; and to perform such other duties as may be prescribed by the Board.

Article 10

Duties of the Officers

Section 1. Chairman – The Chairman, who shall be a member of the Board, shall preside over all meetings of the District and the Board, call special meetings of the District and the Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign all Benefit Unit Certificates and such other papers of the District as he may be authorized or directed to sign

by the Board, provided the Board may authorize any person to sign checks on behalf of the District, provided that all checks must be countersigned by the Treasurer. The Chairman shall perform such other duties as may be prescribed by the Board.

Section 2. Vice-Chairman – In the absence of or disability of the Chairman, the Vice-Chairman, who shall be a member of the Board, shall perform the duties of the Chairman.

Section 3. Secretary – It shall be the duties of the Secretary who shall be a member of the Board, to keep a record of the proceeding of the meetings of the Board and of the District. He shall serve, or cause to be served, all notices required to be served by law of the By-Laws of the District; and in case of his absence, inability refusal or neglect to do so, then such notices may be served by any member of the Board directed by the Chairman.

Section 4. Treasurer – The Treasurer, who shall be a member of the Board, shall receive and account for all funds of the District, shall deposit the same in some bank designated by the Board as a depository, and pay the amounts, or cause them to be paid out of the depository only in the checks of the Chairman, or someone authorized to sign on the Chairman's behalf, countersigned by the Treasurer. At each annual meeting of the District, he shall submit for the information of the participating members a complete statement of his accounts for the past year and he shall discharge such other duties pertaining to his office as shall be prescribed by the Board, and shall give a good and sufficient bond in such amount as may be fixed by the Board.

Article 11

Books and Records

Section 1. The books and records of the District, and such papers as may be placed on file by vote of the District or Directors, shall during all reasonable business hours, be subject to inspection of any landowner or participating member of the District.

Article 12

Annual Meeting of Participating Members

Section 1. The annual meeting of the participating members of the District shall be held at some suitable location within the District designated by the Board, on the last Monday in April, at 7:30 P.M.

Section 2. Special meetings of participating members may be called at any time by the Chairman or upon resolution of the Board, or called upon written petition to the Chairman of the Board, signed by fifty-one per cent (51%) of the participating members of the District. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. Notice of meeting of participating members of the District shall be given by mail to each participating member of record directed to the address shown upon the books of the District at least ten (10) days prior to the meeting. Such notice shall state the nature, time, place, and purpose of the meeting, but no failure or irregularity of a notice of any annual meeting, regularly held, shall affect any proceeding taken thereat.

Section 4. The participating members present at any meeting of participating members shall constitute a quorum for the purpose of transacting business.

Section 5. The order of business at the regular meeting and so far as possible, at all other meetings, shall be:

- (a) Call to Order
- (b) Proof of Notice of Meeting
- (c) Reading of and Approval of minutes of last meeting
- (d) Report of Officers and Committees
- (e) Election of Directors
- (f) Unfinished Business
- (g) New Business
- (h) Adjournment

Article 13

Board Meetings

Section 1. The Board shall meet annually on its next regularly scheduled meeting date following the meeting of the participating members, and may meet at such or other times as may be determined by the Board, or upon call by the Chairman or any two members of the Board. Notice of all meetings of the Board shall be by mailing a notice to the last known business or residence address of each Director, at least two days before the holding of such meeting. Provided, however, that when all of the Directors are present at any meeting held, the proceedings thereat shall be as valid as though the previous written notice aforesaid had been given.

Article 14

Manner of Election and Votings

Section 1. At all meetings of the District, each participating member, qualified as stated in these By-Laws, shall be entitled to vote upon all propositions coming before said District. No cumulative voting shall be permitted and each participating member of the District shall have but one vote.

Article 15

Seal

Section 1. The District shall have a corporate seal consisting of a circle having in its circumference and face the words, "Rural Water District No. 3, Washington County, Oklahoma", which shall be in custody of the Secretary.

Article 16

Fiscal Year

Section 1. The fiscal year of the District shall begin the first day of January of each year.

Article 17

Amendment

Section 1. These By-Laws may be repealed or amended by a vote of 3/4ths of the participating members present at any regular meeting of the District, or any special meeting of the District called for that purpose except that the participating members shall not have the power to change the purposes of the District so as to impair its rights and powers under the laws of the State of Oklahoma, or to waive any requirement of bond or other provision for the safety and security of the property and funds of the District or its participating members, or to deprive any participating member or landowner of rights and privileges then existing, or to so amend the By-Laws as to affect a fundamental change in the policies of the District. Notice of any amendment to be made at any regular or special meeting of the participating members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered.

Article 18

Basis of Operation

Section 1. The District shall at all times be operated on a non-profit basis for the mutual benefit of its participating members.

Article 19

Benefits and Duties of Members

Section 1. The District shall install, maintain and operate a main distribution pipe line or lines from the source of water supply, and lines from the main distribution pipe line or lines, to the property line of each participating member of the district at which point designated as delivery points, meters to be purchased, installed, owned and maintained by the District shall be placed.

Section 2. Each participating member shall be entitled to purchase from the District, pursuant to such agreement as may from time to time be provided and required by the District and the Board, such water for domestic, livestock, garden, and other purposes as a participating member may desire, subject, however, to the provisions of these By-Laws and such rules and regulations as may be prescribed by the Board. The water delivered to each participating member shall be metered.

Section 3. In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in the event there is a shortage of water, the District may prorate the water available among the various members and users on such basis as is deemed equitable by the Board, and may also prescribe a schedule of hours, covering the use of water for garden purposes and require adherence thereto, or prohibit the use of water for garden purposes if at any time the total water supply shall be insufficient to meet all of the needs of all the participating members for domestic, livestock, garden and other purposes, and the District must first satisfy all the needs of the participating members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all the participating members for livestock purposes and must satisfy all the needs of all the participating members for domestic and livestock purposes before supplying water for gardens or other purposes.

Section 4. It shall be the duty of each participating member to keep the land associated with his Benefit Unit free from all devices which may be used to circumvent the District's metering devices.

Article 20

RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY, OKLAHOMA

RULES AND REGULATIONS

Adopted on the 1 day of July, 2000

These Rules are issued in compliance with the provisions of the Rural Water Districts Act of Oklahoma (82 Okl. St. Ann. 1324-1-1324-26), and the By-laws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If a provision of these Rules conflicts with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

1. DEFINITIONS:

The following expressions, when used herein, will have the meaning stated below.

- 1.1 Applicant: Any individual, firm, partnership, corporation or other agency owning land located within the District and applying for water service.
- 1.2 Benefit Unit: A right entitling the holder to one water service connection.
- 1.3 Board: The board of Directors of Rural Water District #3, Washington Co., Oklahoma.
- 1.31 Training: The duly elected board member hereby pledges to attend a minimum of six (6) hours of workshop training within twelve (12) months following election to said board for the purpose of receiving instruction in the areas of district financing, law, and the ethics and duties and responsibilities of district board members pursuant to Title 82 of the Oklahoma Statutes Section 1324.16.
- 1.32 Compensation for expenses: Board members will receive reimbursement of expenses for attending local, state, national, and international meetings concerning board member training and business for the district. Mileage, at the current rate that IRS recognizes, will be reimbursed to each board member, while serving on the board, for travel to and from local, state, national, Regular, Special and Emergency meetings; upon the presentation of a written request containing the mileage, to be presented quarterly.
- 1.4 Consumer: Any 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 unit(s) have been subscribed and paid for.
- 1.5 Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service & Water User's Agreement.
- 1.6 Service of Delivery: 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 consumer's requirements. 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, regardless of whether or not the consumer makes use of it.

1.7 Application for Water Service & Water User's Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.

1.8 Water Service: A water service shall consist of facilities for supplying water to a residence or business establishment located on the land within the District.

2. GENERAL RULES

2.1 Rates and Charges: The supplying and taking of water will be in conformance with these rules and the applicable rate schedule attached hereto, and filed with the Secretary of the District. Provided however, that such rate schedule is subject to change by the action of the Board, Provided further, that if at any time 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, the Board shall increase the minimum water rate for the first month thereafter in an amount of sufficient to pay such operating costs, emergency repairs, or debt service.

2.15 Violation: A violation of the Laws of the State of Oklahoma or any Agency thereof concerning the operation of the District's water system or a violation of the District By-Laws or District Rules and Regulations by the applicant or any person acting on behalf of the applicant will result in a forfeiture of applicants Benefit Unit in the sole discretion of the District Board of Directors and upon forfeiture the patron will no longer be entitled to water service from the District.

2.2 Membership: Applicants for service shall make application to the District. The applicant will purchase a benefit unit for each water service desired, fire sprinkler system desired, and sign the standard Application for Water Service & Water Users' Agreement for an indefinite period. Each application must be approved by the Board. (Attachment #1)

2.3 Service Readiness: 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.

2.4 Transfer Responsibility: It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his benefit unit transferred to the new consumer as prescribed in the By-laws. Until the benefit unit is formally transferred, the original holder shall be responsible for payment for service. All charges levied against a benefit unit must be paid before the benefit unit can be transferred or service resumed where there has been a suspension. (Attachment #2)

2.5 Fiscal Year: The fiscal year for the District shall be from January 1 through December 31 of every year.

- 2.6 Sole Use: 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; nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an agreement advisable, it shall be done only on specific written permission of the Board and for the duration of the emergency.
- 2.7 Inspection Rights: Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises to read and test meter, 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/to consumers.
- 2.8 Service Interruptions: 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 in service caused by storms, strikes, floods, or other causes beyond its control.
- 2.9 Property Ownership Change: The District will allow a Benefit Owner ninety (90) days in which to sell, transfer, or relocate their water service when the owner no longer holds title to the original property on which the service is located.
- 2.10 Septic System/Pressure Statements: An applicant shall be required to sign the attached statements concerning the existence of an approved septic system and the recommended installation of a pressure regulator when applicable. (Attachment # 3) Waiver to take the place of sewage disposal inspection and acceptance required by DEQ. Applicant has 30 days to comply with DEQ regulations and furnish RWD #3 Wash. Co. a written inspection and approval by DEQ of this sewage disposal system.
- 2.11 Miscellaneous Contracts: The District, through its Board, 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.
- 2.12 Water System Connections: 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 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.
- 2.13 Excessive Water Requirements: In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing facilities 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 facilities.

2.14 Capital Improvements: The expenditures of District capital improvement monies without payback to the District shall pertain to any temporary, permanent, or emergency construction, either new, enlargement or change in design which improves water quality, water supply or provides a new water source and shall be contingent upon the following criteria; any improvement cannot serve a new area outside District boundaries; any improvement must have prior approval by the Board, including location, size and scope.

3. RATES AND CHARGES:

3.1 Benefit Unit Cost: The base purchase price of a Benefit Unit will be \$1,500.00, effective April 12, 2021. After a benefit unit has been purchased the customer has up to 90 days for installation. At the time of installation (90 days or date meter is installed, which ever comes first) the monthly billing will begin. The portion of funds over and above the actual cost of installation will be recorded in a separate capital improvement account, which is to be allocated for distribution system improvement funding programs. If there was previous ownership of a benefit unit, which forfeited, a new benefit unit cannot be reclaimed unless the past indebtedness is paid in full. In some areas there may be an additional connection charge required due to capital expenditures that were necessary to improve the system in order to make benefit units available, i.e., line extensions and /or upgrades, this charge must be paid in full at the time of purchase.

3.2 Extra Expenses: Any expense involved in setting a meter, which are over and above the cost of the benefit unit, will be charged to the customer.

3.3 Rates for customers served with water produced by the District's water treatment facilities shall be charged at the following rates:

3.3.1. Normal Rate Structure, Per Thousand Gallon Water Rates: Residential customers shall pay a monthly minimum in the amount of \$18.00. Water rates, effective May 1, 2019 shall be as follows:

\$ 4.00 per 1,000 gallons for 0 through 400,000
\$ 4.05 per 1,000 gallons for 401,000 through 600,000
\$ 9.30 per 1,000 gallons for all over 601,000

3.3.2 Commercial Rates:

1" Meter	\$21.00	Base Rate
	Plus	Normal Rate Structure
2" Compound Meter	\$28.00	Base Rate

	Plus	Normal Rate Structure
4" Compound Meter	\$31.00	Base Rate
	Plus	Normal Rate Structure
6" Compound Meter	\$36.00	Base Rate
	Plus	Normal Rate Structure

3.3.3. Fire Sprinkler Line W/Meter:

4"	\$42.38	Base Rate
	Plus	Normal Rate Structure
6"	\$54.84	Base Rate
	Plus	Normal Rate Structure
8"	\$67.39	Base Rate
	Plus	Normal Rate Structure

3.3.4. Water rates for customers served by other water sources: The rates for customers served from other sources shall be the cost of water, and other charges, fees and expenses charged by the water source, plus 30.0%. Each customer shall also pay a monthly minimum equal to the category for customers served with District treated water as set forth above.

3.4 Payments: Consumers shall remit the necessary payment the last business day of every month, effective 11-13-06. Service bills not paid by the first (1st) of the following month billed, shall be subject to a ten percent (10%) late charge. Meters will be read every month, and service may be discontinued after thirty (30) days delinquency and over thirty dollars (\$30.00). Service charge for delinquency fee will be fifty dollars (\$50.00), plus full payment of the delinquent amount. Any water loss, due to leaks which occur on the customer's side of the meter, will be the benefit unit owner's responsibility and can be adjusted with a one time leak adjustment per account. There will be a twenty-five dollar (\$25.00) service charge or actual cost, whichever is more, on any returned check, effective March 11, 2013, Resolution No. 2013-03.

3.5 Base Rate: The base rate is sometimes herein referred to as the monthly minimum. The base rate charge does not allow for water usage.

3.6 Service Fees: Effective March 11, 2013, per Resolution No. 2013-03. The following standard fees shall be charged for District administrative services:

Copying	For up to 8 ½ x 14, \$0.25 per page, and \$1.00 per page for certified copies.
Researching open records request	\$25.00 per hour where applicable, see Title 51 O.S. Section 24A.5

Reading meters	\$25.00
Certified letter	\$6.00 or actual costs, whichever is more
Returned check	\$25.00 or actual costs, whichever is more
Returned auto draft	\$25.00 or actual costs, whichever is more
Delinquency	\$50.00
Pull/replace meter	\$1500.00
Transfer fee	\$25.00
Meter swing fee	Cost of equipment and labor plus 10%
Hydrant meter	Deposit of the cost of the meter, along with payment of the monthly base rate plus water at the applicable per thousand charge

- 3.7 Mobile Home Parks: Rates charged for mobile home parks will include a monthly base rate per space, effective August 9, 1999, plus the applicable rate for water usage.
- 3.8 Recreational Vehicles: Rates charged for recreational vehicle spaces will be a monthly base rate per space, plus the applicable rate for water usage.
- 3.9 Public Sales: Water sales to the public will be made at a cost to include the base rate plus the highest rate per 1,000 gallons plus any expenses incurred by the District.
- 3.10 Cemetery Use: Cemetery organizations or associations within the District boundaries can purchase a benefit unit; the rate charges will be the base rate per month plus water usage at current rates.

4. FIRE PROTECTION POLICY:

- 4.1 District: District as an accommodation to the community, will allow flushing hydrants to be installed on lines as provided for herein, which may be used for purposes of fire protection. However, the District makes no representations or warranties concerning the adequacy of the hydrant or volume of water delivered. All customers and members of the public are to advise their insurance carriers as to proper inspection of any facility which the customer, the public or their insurance carrier is relying upon for fire protection purposes to determine whether the hydrant and required pressure meets insurance standards and specifications.
- 4.2 Installations: Hydrant installations shall be allowed only on lines which will furnish or deliver a minimum of 150 gallons per minute all of which shall be determined by the District Engineer. All four-inch lines shall be restricted to a post hydrant or a two-way flushing hydrant unless otherwise approved by district engineer.
- 4.25 Post, Flushing and/or fire hydrants may be installed at each intersection by employees of the district while installing new or upgrading existing distribution water lines; based on the information in section 4.2 and to be determined by the District Engineer.
- 4.3 Application: Each application for water service will contain the following caveat; "Rural Water District No. 3, Washington County, 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 advise their insurance carrier as to proper inspection of any facility which the patron or their insurance carrier is relying upon for fire protection purposes, to determine whether the hydrant meets insurance company required standards and specifications.”

4.4 Testing: Fire Protection Districts shall be charged for all water used for testing any fire protection device at the highest current rate per 1000 gallons plus the required minimum plus any expense the District may incur as a result of such testing, unless alternative agreement is established with the Board of Directors.

4.5 Systems: No suction or other extraction systems shall be connected to any hydrant. Or the liability will be born by the person or organization committing the act.

4.6 Authorization: No District hydrants or valves or equipment shall be used without prior notice and authorization from the District, EXCEPT, when required by an emergency situation. In particular this provision shall apply to all flow or operational testing of fire protection equipment.

4.7 Tampering: Any person or organization tampering with or violating district hydrants without consent can be prosecuted to the fullest extent of the law.

5. MULTIPLE USERS:

5.1 Requirements: The Board may specifically authorize the owner of a benefit unit to connect an additional residence or business to his single line from the meter, contingent upon the following requirements;

A. An additional base rate will be charged each month.

B. Approval of the septic system for the additional unit by the appropriate county health department must be furnished before connection to the service is made.

C. Any additional connection made without approval and meeting all contingencies may result in the benefit unit being cancelled and service discontinued.

6. METERS:

6.1 Ownership/Responsibility: Meters will be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the District without cost to the consumer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board.

- 6.2 Location: Meters shall be set on private property in front of the premises to be served, or at the closet point on the consumer's premises as designated by the District. All meters shall be set outside and never connected into a vertical pipe. Meters set outside shall be placed in a meter box. Meters cannot be set on property which has been determined by the District Engineer to be in an area which has reached its delivery capacity or is "red-flagged."
- 6.3 Errors/Testing: Service meters with errors that 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 at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant, in which case the error at such constant use will be used. Meter test requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test.
- 6.4 Corrective Readings: Representatives of the District shall read all meters at least once annually.
- 6.5 Damage: The consumer shall be responsible for any damage to the meter installed for his service due to any cause other than normal wear and tear.
- 6.6 Misappropriation: The Board may, in their discretion, forfeit the benefit unit of any member of the District who misappropriates water and may refuse water service to such member; they shall assess a penalty up to the sum of One Thousand Dollars (\$1,000.00); they shall determine the amount of estimated water usage and require reimbursement of that amount together with all costs incurred by the District including disconnect fees, legal fees, accounting fees, etc.; the Board shall be entitled and directed to take any and all steps necessary and proper in the premises to protect the interest of the District and the patrons therein, including, but not limited to, the procedures above-described and including, but not limited to, the filing of criminal charges for prosecution of any violator.

7. SERVICE LINES:

- 7.1 Ownership/Responsibility: The District will install and pay for all water service pipes (except for private fire protection) from its mains to the meters on property abutting the travel way along which the main is installed. The service pipe shall not be less than ¾ inch CTS in size. The District will also install and pay for the cock, meter, and meter setting.

8. EXTENSIONS AND DEVELOPMENTS:

- 8.1 Extension Requirements: All extensions to District main lines must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the applicant requesting said extension. (Attachment #4).

8.2 Development Requirements: Any development within the boundaries of the District must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the developer. (Attachment # 5).

8.3 Extension/Development Restrictions: No water line extension will be approved if said extension would create or add to existing low pressure problems during normal or peak demand periods. The judgment of the a District's Engineer shall be a determining factor on this issue.

Unanimously adopted at meeting of Board of Directors, conducted the 8th day of May, 2000.

RURAL WATER DISTRICT #3
WASHINGTON COUNTY

By _____
Chairman

Rural Water District No. 3
Washington County, Oklahoma

17227 N. 129th E. Ave., P.O. Box 70, Collinsville, OK 74021-0070
Ph. (918) 371-2055 • Fax (918) 371-3864 • TRS 711

This institution is an equal opportunity provider and employer.

CHECK LIST FOR OFFICE

- _____ 1. COMPLETION DATE OF APPLICATION_____.
 - _____ 2. \$1,500.00 TAP FEE PAID. CR#_____ DATE_____
 - _____ 3. FINAL INSPECTION OF SEWAGE SYSTEM FROM DEQ.
 - _____ 4. RECORDED GENERAL WARRANTY DEED WITH PROPER LEGAL DESCRIPTION.
 - _____ 5. RETURNED SIGNED EASEMENT(S) FROM APPLICANT(S).
 - _____ 6. FIELD AUDIT.
 - _____ 7. APPLICATION APPROVED BY BOARD OF DIRECTORS.
 - _____ 8. WORK ORDER #_____ DATE_____
- LINE EXTENSION, YES_____ NO_____
- ROAD BORE, YES_____ NO_____

PHYSICAL LOCATION:

Owner Signature

Location Address

Billing Address

City, State, Zip

Day Time Telephone #

Number in Family

MEMORANDUM

TO: MEMBERS

FROM: Rural Water District #3 Washington County, Oklahoma

SUBJECT: Meter Size for Residential Irrigation Systems-New or Existing Customers

The standard residential meter size is 5/8" x 3/4". This meter size may, or may not, be sufficient for a residential irrigation system. All customers should rely on their own irrigation system consultant to make this determination. Be advised that where main line sizes are sufficient, you may apply for a 1" meter, but again, this may or may not be sufficient for your residential irrigation system needs, and you should consult your irrigation expert.

Customers with an existing 5/8" x 3/4" meter may choose to apply for an upgrade to a 1" meter. Upgrade applications are subject to the District's review and approval, and potential Board of Directors' action. If your application for an upgrade is approved, be advised you will incur additional charges. The additional charges will consist of the then current cost of labor, equipment, materials and supplies, plus 10.0%. Also, your monthly reoccurring base rate will increase pursuant to the District's Bylaws, Rules and Regulations. A water service study may also be required at an additional cost to the customer.

Please sign below to let us know that you have read and understood the above memo.

Signature

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for loan and grant programs in order to monitor borrower/grantee compliance with the Civil Rights Act of 1964. You are not required to furnish this information, but are encouraged to do so. The law provides that an entity or lender may not discriminate on the basis of this information, or on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this entity is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below:

APPLICANT

CO-APPLICANT

I do not wish to furnish this information.

I do not wish to furnish this information.

Race/National Origin:
(Select one or more)

Race/National Origin:
(Select one or more)

- American Indian or Alaska Native
- Asian
- Native Hawaiian or other Pacific Islander
- Black or African American
- Hispanic or Latino
- White
- Other (specify) _____

- American Indian or Alaska Native
- Asian
- Native Hawaiian or other Pacific Islander
- Black or African American
- Hispanic or Latino
- White
- Other (specify) _____

Sex: Female Male

Sex: Female Male

TO BE COMPLETED BY INTERVIEWER:

This application was taken by: face to face interview by telephone by mail

Applicant's Name: (print or type) _____

Co-Applicant's Name: (print or type) _____

Interviewer's Name: (print or type) _____

Interviewer's Signature: _____ Date: _____

TEMPORARY TAP RELEASE FOR BUILDING PURPOSES

LOCATION ADDRESS _____

PERC TEST/LOG # _____

TYPE OF SEWAGE DISPOSAL SYSTEM

(check one)

LAGOON ___ AEROBIC ___ ETA ___ WETLANDS ___ STANDARD SEPTIC ___

I shall not produce sewage from this location until Rural Water District #3, Washington County, is provided with a copy of Form 576 or a copy of documentation of an approved alternative system, Lagoon, Aerobic, ETA or Wetland. This documentation or Form 576 must be in our office within thirty (30) days of the water meter being installed also it must be on file at the time of transfer. **Water meter will be removed if documentation has not been received at the end of the thirty (30) days.**

DEQ REGULATION:

CHAPTER 630. PUBLIC WATER SUPPLY OPERATION

252 : 630-1-13. Permit requirements for water systems extensions

(a) Plans and specifications for new systems, additions, modifications for distribution line extensions must be submitted to the Department for approval. Maintenance of existing facilities not involving a change in size, location, storage, distribution or treatment does not require approval. **Exceptions to this requirement shall be in accordance with OAC 252 : 625.**

(b) Public water supply systems shall assure that water lines, including supply lines, are not installed in or through subsurface absorption systems or areas where they are exposed to sewage or other contamination. Customers can satisfy this by providing the Public water supply system with a copy of a Department-approved inspection form (form 576 or form 576A or an affidavit stating there is a sewage disposal system that is working satisfactorily and showing the location of the system components. Public water systems shall assure that water lines remain free from exposure to sewage or other contamination.

D. Any facility within the jurisdiction of the Department and required to obtain a permit by subsection A of this section may elect to utilize an innovative treatment technique in accordance with this subsection. An innovative treatment technique is a treatment technique not currently recognized by the department nor found in the regulations governing construction of such facilities. Upon compliance with the requirements of this subsection the requirements in subsection A will not apply. a facility that elects to utilize an innovative treatment technique shall first submit the following documentation to the department.

1. An engineering report, prepared by a professional engineer registered in the State of Oklahoma, which includes a complete description of the proposed innovative treatment technique;

2. A certification from a professional engineer registered in the State of Oklahoma that the innovative treatment technique will allow the facility to meet applicable federal and state discharge and land applications requirements; and

3. A statement from the owner of the facility that should the facility subsequently fail to meet any federal or state discharge or land application requirement that the owner of the facility will immediately take all necessary action to install a recognized treatment technique.

SECTION 2. NEW LAW a new section of law to be codified in the Oklahoma Statutes as Section 2-6403.1 of Title 27A, unless there is created a duplication in numbering, reads as follows:

The Department of Environmental Quality shall not require a departmental inspection of an existing individual sewage disposal system prior to a service connection to a public water supply system.

SECTION 3. This act shall become effective November 1, 1997

I certify that I have read and understand the contents of the above DEQ regulations that can be assessed upon me as landowner and the Rural Water District #3 Washington County as the supplier of water:

Land owner/Developer

Notary Public

Expiration date

RURAL WATER DISTRICT NO. 3, WASHINGTON COUNTY, OKLAHOMA
P.O. Box 70
Collinsville, OK 74021-0070

**APPLICATION FOR WATER,
WATER USER'S AGREEMENT &
GRANT OF EASEMENT**

This Agreement is made and entered into between RURAL WATER DISTRICT NO. 3, WASHINGTON COUNTY, OKLAHOMA, organized under Oklahoma Statutes 82, 1324.1 et seq. hereinafter called the "DISTRICT", AND _____

_____ Acc# _____
PARTICIPATING MEMBER of the DISTRICT, hereinafter called "MEMBER."

WITNESSETH:

WHEREAS, DISTRICT is engaged in the business of selling and distributing potable water to its members in accordance with its By-Laws and Rules and Regulations and;

WHEREAS, MEMBER is desirous of subscribing to a Benefit Unit which would entitle MEMBER to water service in accordance with the By-Laws and Rules and Regulations of DISTRICT;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties agree as follows:

1. So long as MEMBER complies with DISTRICT By-Laws, Rules and Regulations and the terms of this Agreement, DISTRICT agrees to sell and deliver potable water to MEMBER at the land hereinafter described, all in accordance with DISTRICT By-Laws and Rules and Regulations.
2. MEMBER agrees and does hereby subscribe for and pay for one Benefit Unit to be issued by DISTRICT for the sum of One Thousand Five-Hundred Dollars (\$1,500.00).
3. MEMBER agrees, as a condition of water service from DISTRICT to the following:
 - A. Pay a minimum monthly base rate for each living quarters or commercial unit from the time service is made available by the DISTRICT, and pay for additional water used, at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly base rate and rate schedule, by the Board of Directors of this DISTRICT shall become part of this agreement as though fully set out herein.
 - B. Until such time as you are notified in writing by this DISTRICT, the meter will be read by the DISTRICT. A water service bill shall be rendered by the DISTRICT on or before the last day of the month following the month in which the service is used, and the undersigned agrees to pay said service bill on or before the last day of the month in which the bill is rendered, or be subject to late charges of ten percent (10%). Failure of the undersigned to receive a service bill shall not excuse the undersigned from his obligation to pay. Failure to pay service bills shall result in discontinuance of water service.
 - C. The water service supplied by this DISTRICT shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell or submeter water to any other consumer. Each meter service shall supply water to only one residential property or business establishment located on land within the DISTRICT.
 - D. If, after water service is made available and the same is disconnected for any purpose, pursuant to the By-Laws and the Rules and Regulations of the DISTRICT reconnection shall be upon the conditions set out in the By-Laws and the Rules and Regulations.
 - E. The undersigned agrees that he will make no physical connection between any private water system and the water system of the DISTRICT. Representatives of the DISTRICT may, at any reasonable time, come on the premises where the water service is being used, for the purpose of making inspections to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

2.15 Rules and Regulations – A violation of the Laws of the State of Oklahoma or any Agency thereof concerning the operation of the District's water system or a violation of the District By-Laws or District Rules and Regulations by the applicant or any person acting on behalf of the applicant will result in a forfeiture of applicants Benefit Unit in the sole discretion of the District Board of Directors and upon forfeiture the patron will no longer be entitled to water service from the District.

4.3 Rules and Regulations – Fire Protection Policy - Each application for water service will contain the following caveat; “Rural Water District No. 3, Washington County, 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 advise their insurance carrier as to proper inspection of any facility which the patron or their insurance carrier is relying upon for fire protection purposes, to determine whether the hydrant meets insurance company required standards and specifications.”

F. The Laws of the State of Oklahoma, the By-Laws of this DISTRICT and the Rules and Regulations of this DISTRICT, as presently existing and as may be amended from time to time, are made part of this agreement as though fully set out herein.

G. If the Benefit Unit applicant should decide not to have a meter set, the Applicant shall be required to pay for the landman fees and also a \$75.00 processing charge incurred by DISTRICT. These charges will be deducted from the \$1,500.00 Benefit Unit fee and the Applicant will receive the balance.

H. The tract to which this unit is assigned is that tract described in paragraph four (4) following:

4. The undersigned MEMBER is consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DISTRICT to MEMBER, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said DISTRICT, its successors and assigns, a Perpetual Easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove a potable water transmission line and distribution line or lines over and across the following described lands owned by the MEMBER, to wit:

together with the right of ingress and egress over the adjacent lands of the MEMBER, his successors and assigns, for the purposes of this easement. The easement over the land above described is set forth as follows:

The above described consideration shall constitute full payment for all damages sustained by MEMBER by reason of the installation of the structures referred to herein, and the MEMBER will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from misuse to MEMBER’S premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the DISTRICT, its successors and assigns.

The property described herein was obtained or improved through Federal financial assistance, namely, Farmers Home Administration Loan. This property is subject to the provisions of Title VI of the Civil Rights act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

IN WITNESS WHEREOF, this Easement is granted and executed this _____ day of _____, 20_____.

MEMBER:

MEMBER:

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 20__ , personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above mentioned.

Notary Public

My Commission expires:

(seal)

APPROVED AND ACCEPTED this _____ day of _____, 20_____.

ATTEST:

RURAL WATER DISTRICT NO. 3
WASHINGTON COUNTY, OKLAHOMA
P O BOX 70
COLLINSVILLE, OK 74021-0070

Secretary

By: _____

Chairman

5/10/19

Rural Water District No. 3
Washington County, Oklahoma
17227 N. 129th E. Ave., P.O. Box 70, Collinsville, OK 74021-0070
Ph. (918) 371-2055 • Fax (918) 371-3864 • TRS 711
 This institution is an equal opportunity provider and employer.

TRANSFER FORM

(Seller)

For value received, the undersigned _____
Please Print Name

Account No. _____ the owner(s) of Benefit Unit Serial No. _____ of

Rural Water District No. 3 hereby assign(s), convey(s), and transfer(s) said Benefit Unit to _____

Meter Reading

Seller(s) Name

Date of Reading

Address

Total Due _____

City State Zip Code

Telephone Number

ACCEPTANCE OF TRANSFER

(Buyer)

I (we) _____
Please Print

The assignee(s) named in the above Assignment, hereby accept(s) the Assignment to me (them) of the above described Benefit Unit, and agree(s) to assume and be bound by all of the obligations imposed upon the holder of such Benefit Unit by the By-Laws and the Rules and Regulations of Rural Water District #3, Washington County, Oklahoma. I (we) understand that in the event the above named seller does not pay the bill in full, I (we) will be responsible for payment. By your signature you give Rural Water District #3 Washington County the authority to carry out the By-Laws, Health Department Rules, inspect for cross-connections, illegal taps, make meter repairs, take meter readings, and extend main lines.

\$25.00 TRANSFER FEE

PAID CR# _____

BUYER (S) NAME

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NO.

RURAL WATER DISTRICT #3, WASHINGTON COUNTY, OK.
LINE EXTENSION AGREEMENT, SPECIFICATIONS
AND CHECKLIST

DATE _____

Name _____

Address of line extension _____

- 1.____ Furnish three (3) copies of engineered plans for the location of the line extension along with proper easements for all property involved to the District for review.
- 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.____ Furnish the signed line extension agreement, along with the DEQ Application, Engineer's Report, five (5) copies of water line plans, and payment for application fee.
- 5.____ After the Construction Permit is issued by DEQ and prior to the line extension installation you will need to contact the office for arrangements for the District to inspect the water line installation.
- 6.____ After installation and inspection, two bacteriological samples will be taken. When the samples come back safe the water will be considered potable.
- 7.____ The applicant will be billed by the district for the following fees: inspection fee of ten cents (.10) per foot and the district's costs for any engineering charges that may be billed by the district's engineer, bacteriological sample charges and any appurtenances furnished by the district.
- 8.____ After installation, furnish as-built plans(if necessary), plans and profiles on computer disk, filed easements and/or filed plat.
- 9.____ After the above requirements are met, the application completed, the membership fee and inspection fees are paid and proof of payment of indebtedness for construction and subordination of any existing mortgage, it can now go before the board for final approval.
- 10.____ After one year, with the approval of the board, a bill of sale should be furnished to RWD #3 Washington County, for the line extension and all appurtenances.
- 11.____ After acceptance of the bill of sale, by the board of directors, the district will be responsible for all repairs or replacement of line.

I have read and understand that the applicant shall be responsible to pay for all construction expenses (labor, materials, or otherwise), inspection fees, engineering costs incurred by the District, and any other expenses or fees associated with the line extension.

I have read and understand that the granting of the line extension does not guarantee future extensions to any property, whether owned by the applicant or not, and does not obligate the District to provide future benefit units to applicants as the District's customers are rendered service on a first-come, first-served, basis.

I have read and understand the above checklist and attached water line construction specifications and agree to comply with all requirements of Rural Water District #3 Washington County, Oklahoma.

Signature

Date

DEVELOPERS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between RURAL WATER DISTRICT #3 WASHINGTON COUNTY, OKLAHOMA, A PUBLIC CORPORATION, party of the first part, hereinafter referred to as Water District, and _____, party of the second part hereinafter referred to as Developers.

WITNESSETH:

WHEREAS, Developers are the promoters and subdividers of the following described property:

(See attached Exhibit "A" incorporated herein by reference)

all of which lies within the corporate boundaries of the Water District; and,

WHEREAS, Developers desire to obtain an extension of the water distribution to service _____ lots therein for the purpose of making an orderly development of said subdivision for residential purposes; and,

WHEREAS, The Water District is willing to extend its service to said subdivision for the purpose of servicing the _____ lots in this agreement, and subject also to the performance on the part of the Developers of the pre-requisite condition on their part to be performed; as hereinafter expressly defined.

NOW THEREFORE, in consideration of the premises, and the mutual promises of the parties hereto, it is agreed by and between the Water District and the Developers as follows:

1. THE WATER DISTRICT'S AGREEMENT to extend its water services to said subdivision shall be conditioned upon receipt by the Water District of a written feasibility report from its engineers, evidencing that the Water District's existing system is adequate to provide water needs of the proposed subdivision, it being expressly understood by and between the parties the Water District shall not be obligated to provide water service until each individual applicant for a Benefit Unit has been approved by the Board of Directors in their sole discretion and compliance with laws of the State of Oklahoma, State DEQ, Rules and Regulations and By-Laws of the District. It is further expressly understood by and between the parties that the Water District shall not be obligated to extend its services beyond the proposed subdivision to any other subdivision or future development undertaken by the Developers.

2. DEVELOPERS SHALL provide the Water district with at least five (5) copies of a right of way map, one (1) copy of recorded plat signed by the county commissioners and one (1) 3 1/2" floppy disk showing location of all water lines, line sizes, and type of pipes, and the location of the sites by the engineers for the Water District.

3. DEVELOPERS shall construct a domestic water distribution system including necessary appurtenances within the subdivision conforming, as a minimum, to the standards and specifications governing the construction of the existing water works system of the Water District heretofore prepared by District's engineer, and identified as the original construction plans and all supplemental designs, plans and specifications prepared for the Developers by a qualified engineer for this subdivision which meets the requirements of the Water District and State DEQ. Installation and testing of the system shall be subject to inspection by an employee or designated agent of the Water District. All legal, engineering, inspection, installation and testing costs shall be borne by the Developers. Inspection expenses incurred by the Water District shall be paid by the Developers at a cost of ten (10) cents per foot of constructed line.

(See attachment "B" incorporated herein by reference).

4. IT IS EXPRESSLY UNDERSTOOD by and between the parties that no pressure pumps shall be used in the withdrawal of water from any fire hydrant which may be installed, or part of the system.

5. DEVELOPERS will upon completion and satisfactory testing of the installation assign the system within the subdivision to the Water District for its operation and maintenance. All easements and rights of way necessary for the extension of the Water District's system to and within the subdivision shall be provided or obtained by the Developers and shall run in favor of Rural Water District #3, Washington County, Oklahoma, Developer shall likewise provide perpetual easements or fee title in favor of the Water District on all tracts or areas on which any tanks or pump station or similar facilities may be constructed. Developers shall submit to the Water District for examination and approval all required easements and rights of way and shall provide such evidence of good title to all perpetual easements and fee titles as shall be required by the Water District.

6. CONSTRUCTION and installation of the system by the Developers shall be subject to final approval by the Water District and Oklahoma State DEQ before assignment and conveyance of the water distribution system is accepted. Developers shall provide a maintenance bond which shall run in favor of the Water District and which shall be effective upon acceptance of the facility and for a period of one year thereafter. The Water District, by acceptance of said facilities, shall not be deemed to have assumed any pre-existing liability or obligations imposed upon or assumed by the developers, or any third parties, in connection with the construction and maintenance of said facilities. It is expressly understood by and between the parties that the Water District will not assume ownership, maintenance or liability for any amenities constructed by the Developers in the subdivision such as a clubhouse, swimming or wading pool.

7. DEVELOPERS WILL convey and assign to the Water District a good title to said water distribution system and all extensions and facilities appurtenant thereto, and any fee title and perpetual easements in a manner acceptable to the Water District. Developers will provide the Water District with evidence that all costs of construction, extensions and appurtenances have been fully paid and will further provide a statement of the total costs of such facilities.

8. UPON FINAL APPROVAL and acceptance of the water distribution; system by the Water District and Oklahoma State DEQ, the Water District agrees, if water is available to serve all or part of the subdivision without impairing service to the Water District's existing customers, to deliver water service from its existing water system to the subdivision and to assume the operation and maintenance thereof. Such service shall be provided to the landowners within the subdivision, the Water District will approve such applications and issue to the applicant a Benefit Unit Certificate at the established contribution costs, and thereupon shall install a water meter. It shall be the responsibility of the landowner to extend water service from the meter without cost to the District. Each purchaser of a Benefit Unit Certificate shall deposit any connection fee required for other members in the Water District, and from and after the installation of the water meter, shall pay to the Water District for water at the same rates established by the Water District for other customer members of the Water District.

IN WITNESS WHEREOF, party of the first part has affixed its signature and corporate seal and parties of the second part and year first above mentioned.

PARTY OF THE FIRST PART

RURAL WATER DISTRICT #3

WASHINGTON COUNTY, OKLAHOMA

BY: _____
District manager

ATTEST:

Secretary (clerk)

PARTY OF THE SECOND PART

By: _____

**RURAL WATER DIST. #3 WASH CO.
DEVELOPERS REQUIREMENT CHECKLIST**

1. ____ Furnish three sets (3) 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 Developer to our office before plans are mailed to DEQ.
5. ____ Furnish to Rural Water District #3, Washington, County and the District Engineer five (5) reproducible copies of final plans on paper and on computer disk, including profiles, contours, etc.; required easements reflected on plans or secured (for line, ingress and egress); signatures as required (Co. Comm., Treasurer, Planning Comm., Department of Environmental Quality, etc.) and filed plat.
6. ____ Obtain Oklahoma Department of Environmental Quality (DEQ) Permit.
7. ____ Certificate of inspection and pressure testing on installed system and two safe bacteriological samples.
8. ____ Proof of payment of indebtedness for construction and subordination of any existing mortgage.
9. ____ Bill of Sale from the owner, effective for one (1) year from date of final approval, assigning all the distribution system and appurtenances to RWD #3.
10. ____ Maintenance Bond or cash bond, to be held one year after final approval.
11. ____ Fire Devices: Fire hydrants may be required at the option of the water district, to be installed by the developer along with installation of water lines.

TABLE OF CHARGES

1. ____ Application fee of \$100.00, due with application.
2. ____ Feasibility Report (Engineering charges), and bacteriological sample charges billed at District cost.
3. ____ Construction inspection at ten (.10) cents per foot.
4. ____ Connection costs to include all expenses incurred during installaton.
5. ____ Maintenance Bond = 5% of construction costs (\$100.00 minimum); unused portion to be refunded one year after final acceptance by RWD #3.
6. ____ Oklahoma Department of Environmental Quality (DEQ) fee.

Upon completion of above requirements, the Board of Directors of RWD #3 may formally accept the system and water will be made available on a first come, first served basis.