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.

$100.00 TRANSFER FEE

PAID CR#_____

_____
PRINT BUYER (S) NAME Signature

_____
ADDRESS

_____
CITY STATE ZIP CODE

_____
TELEPHONE NO. / EMAIL

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 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 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___ or STANDARD SEWER___

I shall not produce sewage from this location until Rural Water District #3, Washington County, is provided with a copy of Form 576AS or a copy of documentation of an approved alternative system, Lagoon, Aerobic, ETA or Wetland. This documentation or Form 576AS 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 is not received before the end of the thirty (30) days.**

DEQ REGULATION:

Rural Oklahoma homes and businesses utilize on-site wastewater systems as described in Chapter 252:641, Individual and Small Public On-Site Sewage Treatment System. On-site systems include conventional systems that consist of a 1000-gallon septic tank and a dispersal field (network of trenches filled with pipe and gravel), aerobic treatment units with spray or drip irrigation, low-pressure dosing systems and lagoon systems.

The first step in designing or selecting an on-site system for your new home or business is to have a soil test performed on your property. The soil test identifies the characteristics of the soil on your property. Based on the results of the soil test, the size of your property and the number of bedrooms in your home an on-site sewage treatment system(s) is designed. The Department of Environmental Quality can perform a soil test, or you can hire a DEQ Certified Soil Profiler. To request a DEQ Soil Test or to obtain a list of DEQ Certified Soil Profilers contact the DEQ.

The second step is to hire a contractor to install the on-site sewage treatment system. The installer must obtain an Authorization to Construct an On-site Sewage Treatment System before installation. All on-site sewage treatment systems are required to be inspected by a DEQ Certified Installer or the Department of Environmental Quality.

CHAPTER 631. PUBLIC WATER SUPPLY OPERATION

252:631-3-19. Water system connections
(a) PWS systems must not allow the connection of a new customer without an approved sewage disposal system, as defined in OAC 252:641 (Individual and Small Public On-Site Sewage Disposal Systems) or OAC 252:656 (Water Pollution Control Construction).
(b) PWS systems shall:
(1) not allow a physical connection between a line carrying a public drinking water supply and a line carrying water of unknown or questionable quality.

(2) not allow connections from any PWS system to any device or system that poses a health threat unless it is equipped with an air gap of at least 6 inches or two pipe diameters, whichever is larger, above the overflow or drain pipe. The installation of a reduced pressure zone backflow prevention device will be considered in lieu of an air gap. To allow maintenance on the backflow prevention device, the design shall include a diversion line with equal backflow prevention. Do not locate backflow prevention devices in a pit or vault where they can become submerged. A fire suppression system is not considered a hazardous water supply.
(3) not allow a cross-connection between a public water system and any private water system.
(4) provide an air gap at all points where finished water is connected to a drain.

CHAPTER 626. PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS

252:626-19-2 **Installation of piping.** Subparagraph (h)(1)(B) and (E) as follows:
(B) Locate water mains at least 10 feet horizontally from any existing or proposed sewer lines.
(E) Locate water lines at least 15 feet from all parts of septic tanks and adsorption fields, or other sewage treatment and disposal systems.

and Subparagraph (h)(2)(B) as follows:
(B) Lay waterlines crossing sewer lines to provide a minimum vertical distance of 24 inches between the water main and the sewer line. Arrange the piping so that joints in a 20-foot length of PVC or 18-foot length of cast iron sewer pipe will be equidistant from the water main. Where a water main crosses under a sewer, provide adequate structural support for the sewer to prevent damage to the water main.

and Subparagraph (h)(3) as follows:
Special Conditions. When it is impossible to obtain proper horizontal and vertical separation as stipulated in (1) and (2) of this subsection, design and construct the other line equal to water pipe, and pressure test it to assure water tightness of joints adjacent to the water line prior to backfilling.

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

Commission No. _____
My Commission Expires: _____

_____
Notary Public

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 Two Thousand Two-Hundred Fifty Dollars ($2,250.00).

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 the 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 the undersigned will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he/she 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 the undersigned 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.

F. 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

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.

G. 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."

H. 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.

I. If the Benefit Unit applicant withdraws the application, the Applicant shall be pay all fees associated with the application, including, without limitation, a $75.00 processing charge incurred by DISTRICT. These charges will be deducted from the Benefit Unit fee then being charged, and the Applicant will receive the balance as a refund.

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

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 or lines and distribution line or lines, and all related appurtenances and facilities (including, without limitation, valves and water metering devices) over and across the following described lands owned by the MEMBER, to—wit (if blank, see Exhibit "A"):

If not specified above, the easement shall be 20 feet in width, 10 feet either side of any existing or new waterline, and the related appurtenances and facilities, as they exist after construction, replacement, operation, maintenance, repair, etc. Provided further, all waterlines, appurtenances, facilities and the like owned by RWD#3 existing on Applicant's property on the date this Application is executed shall remain in place, at the option of RWD#3, whether there be a recorded easement or not, and this application shall, in turn, serve as an easement for all of said waterlines, appurtenances, facilities and the like, and all of same may be operated, maintained, repaired, replaced, constructed and expanded. In addition, there shall be an easement of ingress and egress over any of the applicant's adjacent lands allowing full access to any and all of RWD#3's waterlines, appurtenances, facilities and the like referred to in this paragraph, whether there be any previous easement, or not. The easement over the land above described is set forth as follows (if blank, see Exhibit "B"):

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.

SIGNATURE(S) NEXT PAGE

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 the signer(s) executed the same as the free and voluntary act and deed of said signer(s) for the uses and purposes therein set forth.

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

Commission No. _____
My Commission Expires: _____

_____
Notary Public

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: _____
Chairperson