

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.

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 here in after 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