



McCurtain County RWD #5

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TTY/TDD- 711

Application for Water Service and Water Users Agreement

Approved April 11, 2023

This Application for Water Service and Water Users Agreement (“Agreement”) entered into between Rural Water District No. 5 of McCurtain County, an agency of the State of Oklahoma, herein called the “District” and the undersigned member(s) who shall become a member(s) of the District upon execution of this Agreement and payment of all applicable fees, hereafter referred to as “Member” (whether one or more).

The Member certifies that the Member is the owner of land located within the boundaries of the District. The Member hereby makes application to the District for **Commercial or Residential (circle one)** water service and if water service is made available by the District, the Member agrees to be bound by the bylaws, rules and regulations of the District as they currently exist and as such bylaws, rules and regulations may be amended in the future. The Member further agrees to be bound by the following conditions, in consideration of the District providing water service.

1. Member agrees to purchase or cause to be purchased a Benefit Unit (as that term is defined by Oklahoma Statutes) for each water service delivery point at the unit price of \$2086.66 (Two Thousand Eighty-Six Dollars and Sixty-Six Cents) for Residential and \$2450.00 (Two Thousand Four Hundred-Fifty Dollars) for 1” Commercial **or the posted rate** at the time of payment and execution of this Agreement, whichever is greater. A Transfer fee for the transfer of an existing Benefit Unit shall be paid at the rate in existence at the time of transfer application in accord with the District’s bylaws, rules or regulations. A transfer of a Benefit Unit is subject to approval by the District in its discretion. The consideration paid for Benefit Unit(s) shall be considered donations to the District and shall in no event and under no circumstances be refunded to the Member.

2. In the event that a meter is set at the Point of Delivery (to be determined by the District in its sole discretion which shall be the point where ownership of the water transfers from the District to the Member) and the water pressure is inadequate to meet the Oklahoma Department of Environmental Quality (“ODEQ”) regulations, the District reserves the right to relocate the Point of Delivery to a location determined by the District, where adequate pressure is available or to terminate water service. In the event a meter is set at the Point of Delivery, or relocated to a preferred location as determined by the District (which shall then become the Point of Delivery), where adequate pressure is available, but the pressure at the residence, cabin or business is inadequate due to an increase in elevation, it is the sole responsibility of the Member to purchase, install and maintain booster pumps and other required devices/equipment at the Member’s expense that will provide adequate pressure beyond the Point of Delivery to the point of ultimate consumption/use of water. The Member shall bear the cost of the booster pumps and such other additional equipment, labor, maintenance and expense necessary to provide adequate pressure on the Member’s side of the Point of Delivery. No line extensions will be approved that require exceeding an elevation of 760 feet to arrive at the Point of Delivery. The Member shall be responsible to pay for all line extensions to reach the Point of Delivery (on the District’s side of the Point of Delivery) unless the bylaws, rules and regulations of the District state otherwise.

Initial _____

3. Member agrees to pay a Minimum Monthly Service Charge, to be established by the District, and pay for additional water used at the rate set out in the Rate Schedule adopted by the District. Any changes made to the Minimum Monthly Water Charge and Rate Schedule by the District shall become a part of this Agreement as though fully set out herein.

4. A service bill for water used shall be rendered by the District on or before the 5th day of the month following the month in which water use was reported. The Member agrees to pay said service bill on or before the 15th of the month in which the bill is received or be subject to a late charge service fee of 10% (ten percent). Failure of the District to submit a bill shall not excuse the Member from the Member's obligation to pay for water delivered by the District to the Point of Delivery. Failure to pay a bill by the 20th of the month in which a bill is due shall result in disconnection of the service(s) without further notice to the Member. A reconnect fee will be charged and paid by the Member at the rate adopted by the District in effect on the date of reconnection, along with a service bill for any labor, travel and materials associated with the reconnection, at rates adopted by the District and in effect on the date of reconnection, before service is reconnected.

5. The water service supplied by the District shall be for the sole use of the Member. The Member agrees that the Member will not extend or permit the extension of pipes or other methods of transporting water, for the purpose of transferring water from one property to another, nor will the Member share, re-sell or sub-meter water to any other consumer or person/entity. Each meter service shall supply water to only one residence, one cabin or one business establishment, located on land within the District. Failure to abide by this requirement may result in termination of water service, forfeiture of the Benefit Unit and the assessment of a \$600.00 service fee (or such higher service fee if the rules and regulations adopted by the District specify a higher service fee).

6. If after water service is made available, the same is discontinued, disconnected or locked out for any reason or purpose, pursuant to the bylaws, rules and regulations of the District, reconnection shall be upon the conditions set out in the bylaws, rules and regulations of the District. **Tampering with meters or locks will result in a \$250.00 service fee** (or such higher service fee if the rules and regulations adopted by the District specify a higher service fee).

7. **Member agrees to install and maintain at the Member's expense the necessary service line, pressure regulator and cut-off valve(s) on the Member's side of the Point of Delivery. Water service associated with new Benefit Units will not be initiated or completed, unless and until a pressure regulator and cut off valve(s) are in place. Water service for existing Benefit Units will be suspended/terminated if a pressure regulator and cut off valve(s) are not in place.**

8. **Landowner is responsible for all water that goes through the meter/Point of Delivery.**

9. **Meter Boxes and their contents are the sole and exclusive property of the District. Tampering will result in the assessment against the Member at the rates specified in the bylaws, rules and regulations of the District. Cost of any and all repairs to Meter Box and contents will be charged to the Member.**

10. Member agrees to pay the applicable service fee as adopted by the District for all service calls.

11. The Member agrees that the Member will make no physical connection between a private water system and the water system of the District nor will Member allow any other person or entity to make such a connection. To enforce this provision and for the purpose of making inspection, representatives of the District may at any time, during reasonable hours, enter on the land owned/used by the Member, where the water is being used.

Initial_____

12. The Laws of the State of Oklahoma, the bylaws of the District, and the rules and regulations of the District, as presently existing, and as they may be amended from time to time, are made part of this Agreement as if fully set out herein and the Member binds itself to comply with same.

13. The tract(s) to which each Benefit Unit is to be assigned are specifically described as follows:

(number each tract to which each Benefit Unit is assigned) * **See Warranty Deed**

14. The Member agrees to grant the District, its successors and assigns, a perpetual easement in, over, under and upon the above subscribed land (described in Section 13 above), with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, equipment and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands.

15. There shall be NO SPLITTING of lots, tracks, parcels or properties.

Please print:

Date: _____

Name _____

Mailing Address: _____ City _____ State _____ Zip _____

Physical Address of Property _____

Telephone Number _____

Email address _____

Applicant's Signature _____

(Board Use Only)

Benefit Unit #: _____ **Approved by** _____ **Date** _____

Turn-On, Turn-Off, Emergency, and Inspection Fees.

a. Turn-On. Water service will be turned on at the request of the Benefit Unit owner for a fee of \$ 75.00 if the turn on can be accomplished during business hours of 8:00 a.m. and 5:00 p.m. on weekdays that are not on holidays. For all other times the turn on fee is \$250.00. Water service will not be turned on, if the service technician, after inspection of the meter and associated connection is non-compliant with the rules and regulations adopted by the District. In the event the technician determines the meter box and associated connection is non-compliant with such rules and regulations, the Benefit Unit owner shall pay an inspection fee of \$75.00. The separate turn on fee previously paid will be applied once the non-compliant connection is made compliant.

b. Turn-Off. Water service will be turned off at the request of the Benefit Unit owner for a fee of \$75.00 if the turn off can be accomplished during business hours of 8:00 a.m. and 5:00 p.m. on weekdays that are not on holidays. For all other times the turn on fee is \$250.00. If the service technician, after inspection of the meter and associated connection, determines the connection is non-compliant with the rules and regulations adopted by the District, water service will not be turned back on until the service connection is compliant with District rules and regulations.

c. Emergency Turn-Off. If the District elects to turn off service to a Benefit Unit owner in the case of an emergency, such as a leak is detected on the Benefit Unit owner's side of the meter, the Benefit Unit owner shall pay an emergency turn off fee of \$75.00 and shall pay the above referenced turn on fee when the emergency issue is resolved.

d. Service Interruption/Problem Inspection. If the Benefit Unit owner requests inspection of the Benefit Unit owner's connection to the District's water system for any reason, the Benefit Unit owner shall pay an inspection fee of \$75.00 if the technician determines that the connection is non-compliant with District rules and regulations, or if the issue/problem reported by the Benefit Unit owner, is determined to be the fault of the Benefit Unit owner and not the fault of the District. As just one example, if the Benefit Unit owner reports that water is not flowing as expected from the water delivery system, and the inspection reveals that the water connection has been turned off on the Benefit Unit owner's side of the meter, then this shall be deemed the fault of the Benefit Unit owner, as the District is not responsible for the condition of the service connection on the Benefit Unit owner's side of the meter.

e. For the avoidance of doubt, if any inspection reveals that the connection is non-compliant and such non-compliance is the fault of the District, no fee shall be charged to the Benefit Owner.

Rate Schedule

As of February 1, 2023 billing, standard rate for a (1) residential or (1) cabin meter is \$37.75 minimum for the first 3,000. 1” meters are \$101.25 for the first 3,000 gallons. 1-1/2” meters is \$145.25 for the first 3,000 gallons 2” meter is \$218.00 and a 3” meter is \$292.80 for the first 3,000 gallons. Meters with a dual purpose will be charged accordingly.

After the minimum of 3,000 gallons the rate shall be as follows:

3,001 to 6,000 gallons is \$6.10 per 1,000 gallons

6,001 to 9,000 gallons is \$6.35 per 1,000 gallons

9,001 to 12,000 gallons is \$6.60 per 1,000 gallons

12,001 to 15,000 gallons is \$6.85 per 1,000 gallons

15,001 to 18,000 gallons is \$7.10 per 1,000 gallons

18,001 to 21,000 gallons is \$7.35 per 1,000 gallons 21,001 and up is \$7.60 per 1,000 gallons

High Elevation Rate Schedule

Basic rate for a residential meter for one cabin or residence is \$49.00 minimum for the first 3,000 gallons One-inch meter is \$113.25 for the first 3,000 gallons One and half inch meter is \$156.50 for the first 3,000 gallons. The above tier will apply to anything over 3,000 gallon per month.

Bills are due by the 10th of the month. They are delinquent after the 15th of the month. Payments must be in the office by 4:30 p.m. on the 15th of the month to avoid late charges. Any member who has not paid their bill by 8:00 a.m. on the 21st of the month is subject to disconnect of water service. There is a \$100.00 reconnection fee. **This is strictly enforced.**

You may pay your bill at First State Bank in Hochatown, mailed to the above address or come by and see us. We are south of the carwash in Hochatown. There is also a payment drop for after hours. ACH (automatic debit) is available or you may go to www.hochatownwater.com and pay by credit or debit card.

*******PLEASE, let us know if you already have account(s) on ACH and if you want this new account to be added to the same payment account.*******

Purpose of property: (rental cabin, retail, residence) _____

Property Name: (cabin name): _____

Cabin Management Company information if other than self:

Management Company: _____

Management Contact: _____ **Phone #** _____

X _____
(Applicant's Signature)

(Date)

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9180 N US Hwy 259 • Broken Bow, OK 74728 (580)494-6283 • Fax: (580)494-6284•hochatownwater.com

Water Users Agreement

New Benefit Units:

I, the undersigned, do fully understand that, I must provide to the Water District a copy of Warranty Deed for said property and a copy of the Final Septic Inspection Report signed off by the Department of Environmental Quality. I also understand that I must install and maintain at my own expense the necessary service line, pressure regulator and cut-off valves to cause the property described to be connected with the water system at the property line. New Benefit Units will not be installed unless a pressure regulator and cut off are in place.

OWNER MUST INITIAL _____

The following paragraph applies to transfers of property:

If this request is for Water Service to property with an existing septic system, this property will be subject to inspection within ninety (90) days, or at any time thereafter, for surfacing sewage. Should my existing septic system prove inadequate, I will be responsible for making proper modifications immediately, or my water service will be discontinued.

I fully understand that all temporary housing, such as travel trailers left on site for more than sixty (60) days and used for permanent housing must have a permanent on-site sewage system.

If at any time should any indication of surfacing sewage be detected on my property due to improper disposal, my water meter can be legally removed without further notice to me.

For environmental safety and sanitation reasons the proper disposal of sewage into a legal Septic system is required.

APPLICATION MUST BE NOTARIZED

X _____

Applicant's Signature

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20 _____

MY COMMISSION EXPIRES _____

NOTARY

SEAL



“This institution is an equal opportunity provider”.

**AUTOMATED CLEARING HOUSE (ACH) ORIGINATOR AGREEMENT AUTHORIZATION
AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

I (we) hereby authorize McCurtain County Rural Water District No. 5, hereinafter called COMPANY, to debit entries to my (our) account indicated below and the Financial Institution named below, hereinafter call FINANCIAL INSTITUTION, to debit same to such account. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. **PLEASE PRINT CLEARLY.**

Water Department Account #(s):

(Financial institution name)

(Branch)

(Address)

(City-State)

(Zip code)

(Routing/transit number)

(Account Number)

Type of Acct: ____ Checking ____ Savings

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY AND FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(print individual name)

(print individual name)

(signature)

(signature)

(date)

(date)

PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM.
FORM MUST BE FILLED OUT COMPLETELY AND
MUST BE SIGN BY ACCOUNT HOLDER