

# **Delaware County RWSG & SWMD #11**

dba Delaware County Rural Water District #11

Hours 8:00 AM – 5:00 PM Monday-Friday

## ***SERVICE REQUIREMENTS***

*Attached are the necessary forms required by DCRWD #11 to process your application for water service with DCRWD #11. Please complete, sign, date and return along with all the required documents along with a check or money order in the amount of \$1,500.00.*

*Upon receipt of all necessary forms and required documents, your application will be processed by the District Manager for approval. Please be advised that approval may take approximately ten (10) days for completion. Once approved, your application will be scheduled for installation at the earliest possible date. Please allow 4-6 weeks for installation.*

***The following are requirement that must be met before the meter will be installed:***

***Remittance for Benefit Unit Application (\$1,500.00)***

***Signed Payment Policy***

***Signed Service Agreement***

***Signed Application For Water Service***

***Signed and Notorized Utility Easement***

***DEQ Approved Septic/Aerobic System Form (Obtained From CN or OKDEQ - 918)787-5582)***

***Copy of Recorded Warranty Deed***

***Payment for any other construction costs to be determined by the District***

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***PAYMENT POLICY***

*Payment is due on or before the 15<sup>th</sup> of each month. Payments received or postmarked after the 15<sup>th</sup> or later will be subject to a 10% penalty. Water bills are hand delivered to the Oaks Post Office monthly. Customers that have not received a bill will not be excused from disconnect. If you have not received a bill by the 5<sup>th</sup> of the month, you should contact our office.*

*Payments should be mailed to the attention of DCRWD #11 at PO Box 2204, Lowell, AR 72745..*

*Late payment notices are sent on the 16<sup>th</sup> of each month after a 10% penalty has been applied. Full balance of accounts must be paid by the 4<sup>th</sup> of the following month after the bill is received to avoid disconnect and a \$50.00 disconnect and \$100.00 reconnect fee.*

*If water is disconnected, payment must be received by 2:00 PM in order to receive same day reconnection. No meter will be unlocked before 1:00 PM. Meters that have been locked due to non-payment will NOT be unlocked after 5:00 PM or on weekends.*

*A meter that has been locked for non-payment, or any reason, and is out of service for 6 months or longer can only be reinstated with a new membership fee, service charge and Board approval. There is a monthly minimum if meter is not being used.*

*Service charges on all returned checks are collected by ChecXChange and are subject to their fees, terms and policies. Payment, in the form of a money order, must be submitted within 24 hours of receipt of the returned check or water service will be subject to termination. A \$50.00 disconnect fee will apply, as well as a \$100.00 reconnect fee.*

*In the event you sell your property, you must notify the office and sign the necessary forms to transfer the meter to the new owner. All current charges must be paid before we can process a Transfer of Membership to the new owner.*

*If you rent your property, you are responsible for all payments and fees for the water service. A rental deposit of \$250.00.*

*Watch the back of your monthly bill for important information about your water service.*

*I have read and understand the payment policy as set out above.*

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*Members Signature*

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*Date*

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***SERVICE AGREEMENT***

Agreement made this \_\_\_\_\_, Day of \_\_\_\_\_, Year \_\_\_\_\_, between Delaware County RWD #11 and \_\_\_\_\_, water customer.

*The undersigned hereby makes application for membership in the said District and agrees to the following conditions:*

*Purchase Transfer of Meter and Certificate of Membership in the District at a cost of \$\_\_\_\_\_.*

*Pay a minimum monthly water charge to be established by the Board of Directors, beginning from the time Service is made available by the District. Any charge adopted for minimum monthly water charge and the rate schedule by the Board of Directors of the District shall become part of this agreement as through fully set out herein. All water shall be metered to be furnished and installed by the District.*

*If after water service is made available and the same is disconnected or discontinued 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 Rules and Regulations of the District.*

*The member shall install at his own expense a service line from meter to the point of use. Said line shall serve not to exceed one residence or business establishment with the usual outbuildings. The Member shall hold the District harmless from any and all claims or demands for damage to real or personal property occurring from point Member ties on the District meter to final destination of the line installed by the Member. The Member is responsible for anything outside of the meter box, this includes the gate valve that the District installs at the time of installation. The Member agrees to grant the District an easement of right-of-way for the purpose of installing, maintaining and operating such pipeline, meters, valves and any other equipment which may be deemed necessary for the District, on such forms as is required by the District.*

*The District shall have the right to locate a water service meter and the pipe necessary to connect the water on the property of the Member at a point to be chosen by the District and shall have access to its property and equipment located upon the Member's premises at all reasonable times for any purpose connected with or in the furtherance of its operation and on discontinuance of service shall have the right to remove any of its property from Member's premises.*

***I READ AND UNDERSTAND THE SERVICE AGREEMENT AS SET OUT ABOVE.  
I HAVE BEEN PROVIDED WITH A COPY OF THE WATER DISTRICT BY-LAWS AND RULES  
AND REGULATIONS.***

\_\_\_\_\_  
*Members Signature*

\_\_\_\_\_  
*Date*

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***APPLICATION FOR WATER SERVICE***

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address (Where Tap Is To Be Installed): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Specify Use Of Meter: Residential: \_\_\_\_\_ Commercial: \_\_\_\_\_

*Please indicate CDIB information. This information is used for future Grants and System Improvements.*

Do you have a CDIB Indian Card? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If Yes, CDIB #: \_\_\_\_\_

*The undersigned hereby applies to Delaware county RWD #11 for Membership and for water service, and hereby agrees that upon approval hereof, I/we will comply with and be bound by all Rules and Regulations of DCRWD #11 and agree to pay all fees, assessments or other lawful amounts chargeable to the member.*

*If you have any questions, please contact our office.*

\_\_\_\_\_  
*Members Signature* *Date*

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**FOR OFFICE USE ONLY**

Manager Approval		Payment for Benefit Unit		Payment for Other Fees		Amount		Check #	
Warranty Deed		Payment Policy		CDIB		Service Agreement		Utility Easement	
Septic Approval		Approval Date		By					
Account/Tap#		Number Read Seq		Meter Number		Membership #		Installation Date	

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**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, paid by Grantee,

Hereinafter called Grantor, does hereby grant, bargain, sell, transfer and convey unto Delaware County RWSG & SWMD #11, dba Delaware County Rural Water District #11, hereinafter called Grantee, a perpetual Easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove utility line or lines upon, over, across, and through the following described lands in Delaware County, Oklahoma, to-wit:

**SEE ATTACHED DEED**

together with the right of ingress and egress over the adjacent lands of the Grantors, their successors and assigns for the purpose of this Easement.

The consideration herein above recited shall constitute payment in full for any damages to the lands of the Grantors, their successors and assigns, by reason of the installation, operation and maintenance of the structures of improvements referred to herein. The Grantee covenants to maintain the Easement in good repair so that no unreasonable damage will result from its use to the adjacent lands of the Grantors, their successors and assigns.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GRANTOR  
STATE OF OKLAHOMA )  
) SS.  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ GRANTOR

Before me, the undersigned, a Notary Public in and for said state and county, 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 they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal as such Notary Public the day and year last above written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Commission No.