

LATIMER COUNTY RURAL WATER DISTRICT #2

5473 SE HWY 63
Talihina, OK 74571
918-522-4272

Office Hours 9:00-3:00 Monday – Friday
RWD2LC.MYRURALWATER.COM

Application for water service and water user agreement

(Amended on May 9, 2025)

This agreement entered into between Rural Water District #2 of Latimer County, a non-profit corporation herein called the “district” and _____, member(s) of the Association, hereafter called the “Member.” The undersigned, being the owner of the land located within the above water district; hereby makes application to said District for **Commercial/Residential** (circle one) Water Service(s) and if water service is being made available by said District, agrees to the following conditions.

1. Purchase or cause to be purchased a Benefit Unit for each water service at the Unit price of **\$2,000.00 (Two Thousand Five Hundred Dollars) for Residential** and **\$2,500.00 (Two Thousand Five Hundred Dollars) for Commercial** or the posted rate at the time of payment. The consideration paid for Benefit Units shall be considered donations to the District and shall in no event and under no circumstance be refunded to the subscriber. This includes Membership and Benefit Unit; covering installation for the first 25 feet going to 5 feet inside the new users property line (Point of Delivery), with the exception of road crossings. Additional installation fee, plus cost of material; on distances exceeding 25 feet covered under the Benefit Unit fee.
2. In the event that a meter is set at the “Point of Delivery” and the pressure is inadequate to meet DEQs regulations, the Water District reserves the right to relocate the meter to a preferred location determined by the District, where adequate pressure is available or to terminate the service. In the event a meter is set at the “Point of Delivery”, or relocated to a preferred location, where adequate pressure is available, but the pressure at the residence or business is inadequate due to an increase in elevation, it will be the responsibility of the member to purchase, install and maintain booster pump at the member’s expense that will provide adequate pressure to same and such other additional equipment, labor, maintenance and expense necessary to provide adequate pressure. No line extinctions will be approved that require exceeding an elevation of 760 feet to arrive at the “Point of Delivery”.

All new commercial water meter installations will be required to meet the following stipulations:

- a) Must service a commercial business
- b) Restricted to a 1” ID 1 1/8” OD meter, maximum
- c) Meter may only be installed on a 2” or larger water line.
- d) PRELIMINARY water pressure testing will be done to ALL area meters
- e) ALL commercial meter installations must be approved by the water board after all previous stipulations have been met.
- f) Upon approval of water board, FINAL testing will be done to ALL area meters after commercial meter has been installed. If pressure is below 30 psi or drops any area meters psi by more than 5 psi, a pressure reducer valve will be installed at customer’s expense, or commercial meter will be removed. ALL TESTING COST will be at customer’s expense. If all testing passes, cost will be included in new meter purchase price.

(Board Us Only)

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

3. Pay the Minimum Monthly Service Charge, to be established by the Board of Directors, 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 water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
4. The rules and regulations of the district state that the water district will read the meters. The service bill for water used shall be rendered by the water district on or before the 1st day of the month following the month in which the water was used. The rules and regulations of the district state that the water district will read the meters. The service bill for water used shall be rendered by the water district on or before the 1st day of the month following the month in which the water was used. The undersigned agrees to pay said bill on or before the 10th day of the month in which the bill is rendered or be subject to a late fee of 5% of bill total. Failure of the district to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used. Failure to pay a bill by the 20th of the month in which a bill due shall result in disconnection of the service(s). A \$100.0 reconnect fee will be charged along with the service bill before service is reconnected.
5. The Water Service supplied to the District shall be for the sole use of the undersigned, the undersigned agrees that he/she will not extend or permit the extension of pipes for the purpose of transferring water from one property to another. It is prohibited to share, re-sale or sub-meter water to any other consumer. Each service shall supply water to only one residence or business establishment located on land within the district without written consent from Latimer County Rural Water District #2. Failure to abide by this can result in termination of service and a \$600.00 penalty.
6. If after Water Service is made available, the same is discontinued, disconnected, or locked out for any purpose, pursuant to the By-Laws and Policies of the District reconnection shall be upon the conditions set out in the By-Laws and Policies of the District. Tampering with meters or locks can result in a \$250.00 penalty.
7. **Landowners will agree to install and maintain at his 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. Landowner is responsible for all water that goes through the meter.**
8. Meter Boxes and their contents are property of the District. Tampering could result in fines and loss of service. Cost of any and all repairs to Meter Box and content will be charged to the Landowner.
9. Service calls after regular business hours will be \$200.00.
10. The undersigned agrees that he/she will make no physical connection between any private water system and the water district. Representatives of the district may at any time come upon the premises where water is being used for the purpose of inspection to enforce this provision. Violation of this provision shall be ground for permanent disconnection of service

(Board Us Only)

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

11. The Laws of the State of Oklahoma, the By-Laws of the District, and the Policies of the District, as presently existing, and as may be amended from time to time, are made part of the agreement as though fully set out herein.
12. 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
13. The Member agrees to grant the Water District, its successors and assigns, a perpetual easement in, over, under and upon the above subscribed land, with the right to erect, construct, install, and lay, and there after use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the members for the purpose of ingress to and egress from the above-described lands.
14. The Member agrees to pay a non-refundable, non-reimbursable water study in the amount of \$100.00 (one hundred dollars).

Please Print:

Date: _____

Name: _____

Mailing Address: _____ City _____ State _____ Zip _____

Physical Address of Property: _____

Telephone Number: _____

Email Address: _____

Applicant's Signature: _____

The following must be included for application to be valid:

- Copy of perc test and approved septic system signed by DEQ
- Construction Meter Agreement (authorization to construct the septic system by DEQ)
- Agricultural Meter Agreement
- Copy of deed showing yourself as the landowner
- Signed easement(s)
- Non-refundable payment (Additional installation cost may apply)
- Non-refundable water study fee \$100.00.

For office use only

Assigned account (tap) number: _____

Date installed: _____

Meter Location: _____

Notes: _____

(Board Us Only)

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Rate Schedule

Residential Rate

Base Rate \$52.00 – 0 gallon,
then 1-1,000 gallons \$9.50 per thousand,
then 1,000-2,000 gallons \$10.50 per thousand,
then 2,001-3,000 gallons \$11.50 per thousand,
then 3,001-4,000 gallons \$12.50 per thousand,
then 4,001-5,000 gallons \$13.50 per thousand,
then 5,001-6,000 gallons \$14.50 per thousand,
then 6,001-7,000 gallons \$15.50 per thousand,
then 7,001-8,000 gallons \$16.50 per thousand,
then 8,001-9,000 gallons \$17.50 per thousand,
then 9,001-10,000 gallons \$18.50 per thousand,
then 10,001 gallons and above \$19.50 per thousand,

Amended April 7, 2025

New Residential Water Right Fee - \$2,000.00

Amended May 5, 2025

New Commercial Water Right Fee - \$2,500.00

Amended July 1, 2021

(Additional Installation Fee, plus cost of material;
on distances exceeding 25 feet covered under New
Membership Fee)

Amended July 1, 2021

Return Check Fee - \$30.00

Amended January 2, 2018, Effective February 1, 2018

Rent Deposit - \$150.00

Amended February 3, 2020

Tap Fee - \$100.0

Amended February 06, 2023

Late payment charge 5% On payments received after the 10th

Collection Fee on Cut-Off Notices - \$5.00

Amended January 2, 2018, Effective February 1, 2018

Reconnect Fee - \$100.00

(Amended 01-02-18, Effective 02-01-18)

Plus 6% interest on unpaid balance due

Other track hoe job rate is \$75.00/hour or any increments thereof,
with a 3hour minimum of \$225.00

Amended January 2, 2018, Effective February 1, 2018

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Water Users Agreement

New Construction Benefit Unit Agreement:

I, the undersigned, do hereby state that this water tap I am (we are) requesting will be used for new construction purposes only. Before new construction is occupied, I will furnish this water district documentation on a perk test and will have an DEQ approved sewage disposal system installed according to Oklahoma State Department of Health Standards, Bulletin 600 and furnish your district with the proper documentation. I will not have any type of dwelling establishment at this service tap until that time. I am aware if this agreement is violated then the water meter for this site will be removed until corrective actions are taken.

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 inspect 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 legal Septic system is required.

APPLICATION MUST BE NOTARIZED

X _____
Applicant's Signature

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDG

BEFORE ME THIS _____ DAY _____, 20 _____

MY COMMISSION EXPIRES _____

NOTARY

SEAL

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TITIAL VI OF THE CIVIL RIGHTS ACT OF 1964 REQUIRES THAT RECIPIENTS OF FEDERAL ASSISTANCE COMPILE RACE/ETHNIC INFROMATION ON APPLICATIONS TAKEN WHICH IS UTILIZED VY THE COVERNMENT FOR MONITOERING PURPOSES.

Text to be contained on- the application form:

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 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, nor 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 wish to furnish this information, please check below:

Applicant

- ☐ I do not wish to furnish this information

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)_____

Sex:_____Female_____Male

C0-Applicant

- ☐ I do not wish to furnish this information

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)_____

Sex:_____Female_____Male

TO BE COMPLETED BY INTERVIEWER:

This application was taken by:_____face to face interview _____telephone_____by mail

Applicant's Name: (print): _____

Co-Applicants Name(print):_____

Interviewers Name(print):_____

Interviewers Signature:_____

Date_____Account Number:_____

(Board Us Only)

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