☐ Residential

☐ Agricultural

Daily Demand _____ Gallons

Mayes County Rural Water District No. 2
P.O. Box 787
Chouteau, Oklahoma 74337

Phone 918-476-8992

Fax # 918-476-4458

CUSTOMER INFORMATION SHEET

Customer's Name_____

911 Address_____

Billing Address_____

City/State_____**Zip**_____

Home Phone(_____**)** _____ **-** _____**Cell No.(**_____**)** _____ **-** _____

(Check one) Owner____ **Renter**____ **If renting, Owner's Name**_____

Date to be connected _____/_____/_____ **Email**_____

The Customer hereby agrees to comply with the rules of the District as stated in the "*Customer Service Policy Manual*" and the Bylaws of the district. These documents may be reviewed at the District office, 202 W. Broadway, Mazie, OK.
The rules of the "*Customer Service Policy Manual*" pertinent to this agreement are:

I. GENERAL RULES

a. Each customer of the District shall be eligible to receive service only after water service agreement has been executed. A water service agreement shall be executed for each point of use.

b. At no time shall customer connect a non-system water source to any service line or water line that is connected to the system. Violations of this policy shall constitute cause for immediate disconnection of service.

c. It is the responsibility of each customer to anticipate changes in occupancy and of service disconnection or transfer to a different customer. Until service is formally transferred or disconnected, in accordance with the policy for obtaining service (see section II.a), the original customer shall be responsible for payment of service. The District may refuse to transfer service until all past-due bills and charges have been paid.

d. Customer shall pay the established fees for water in accordance with applicable rate schedules at the time service is provided by the District.

e. Representatives of the District shall have the right, at all reasonable hours, to enter the customer's property in order to: check water meters; inspect piping; and to perform other duties for the proper maintenance and operation of service, or to remove its' meters and equipment upon discontinuance of service by either the customer or the District.

f. The District will make all reasonable efforts to supply uninterrupted service; however, it shall have the right to interrupt service without prior notice for the purpose of making repairs, connections, extensions, or for other necessary work. The District will not accept responsibility for losses which might occur due to such necessary interruptions, nor does the District accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.

II. OBTAINING WATER SERVICE

a. Applications for service shall be taken at the District's office.

b. A meter deposit of $150.00 for renters or $50.00 for landowners. The connection fee is non-refundable. When service is discontinued, the deposit will be applied toward payment of final bill. Any remaining portion of the deposit will be refunded to the customer within 30 days.

III. CUSTOMER BILLING

a. Customers will be billed monthly in accordance with the rate structure of the District.

b. The water meters are on an automated reading system. Customers are no longer required to read their meters.

c. Bills will be mailed on or before the 5th of each month.

IV. PAYMENT TERMS

a. Payment is due the 1st of each month.

b. Payments made after the 16th will incur a penalty equal to 5% of the water bill.

c. Failure of the District to submit a bill to the customer shall not excuse the customer from his obligation to pay for water used.

V. TERMINATION OF WATER SERVICE

a. Customers who fail to pay the entire amount due by the 20th will be subject to termination of water service.

b. Customers with unpaid bills on the 20th day of the month will be mailed a notice stating that service will be disconnected if full payment is not received by the last day of the month.

c. Customers who are mailed a disconnect notice will be charged a service fee of $10.00. (This fee is to cover the cost of time involved in delivering the notice, and the administrative cost.)

d. Customers who have service disconnected for non-payment of bill will be charged a $30.00 reconnect fee. (This fee is to cover the cost of time and travel involved in removing or locking and replacing or unlocking the water meter.)

e. Customers may avoid termination of service by: (1) paying the amount in arrears at the District office before the disconnect date; or (2) receiving a hardship deferment and signing a deferred (time) payment plan specifying payment terms before the disconnect date. Disconnected services must pay balance in full for service reconnection.

Deferred (Time) for Hardship Cases

1. Hardships eligible for time payment plans include: Loss of job; medical emergency; excessive bill resulting from large leak; extraordinary financial difficulties.
2. The maximum length of a deferred payment plan shall be 5 months.
3. Minimum monthly payment amounts shall not be less than one-fifth of the total amount due.
4. Deferred payment amounts shall be **in addition to** the regular bill amount.

f. Customers may appeal a disconnect notice. The District manager is designated as the District representative for hearing customer appeals of notice of termination of water service. The representative is authorized to correct errors of the District and adjust the amount due the District, receive payment to satisfy the amount in arrears, and negotiate deferred payment plans.

1. A written record of a customer's appeal hearing will be prepared and maintained on file by the District representative.
2. The Board will hear appeals at regularly scheduled Board meetings **only after the customer has followed the above administrative procedure.**

* Service will be cutoff as scheduled regardless of a customer's intent to appeal to the Board.

VI. RECONNECTION OF WATER SERVICE AFTER TERMINATION FOR NONPAYMENT

a. Customers desiring restoration of water service after termination for non-payment **must**: pay the full amount; and pay an additional deposit in accordance with the fee schedule of the District; and, pay the service fee for reconnection in accordance to the District's fee schedule.

b. Water service will be reconnected within 60 hours of receipt of payment as described in part (a) of this section.

Signed_____ Date____/____/____
Customer

For District Use

Account #_____ Deposit #_____ Deposit Amount_____ Benefit Unit No._____

Service Address_____ Map Coordinates_____

Meter Serial #_____ Meter Reading Sequence #_____ Reading Route#_____

Beginning Meter Reading_____ Billing Rate Code_____ Firefly No._____

Date to Begin Billing _____/_____/_____ Longitude:_____ Latitude:_____

RURAL WATER DISTRICT NO. 2, MAYES COUNTY, OKLAHOMA

P. O. Box 787
Chouteau, OK. 74337-0787

APPLICATION FOR BENEFIT UNIT, WATER USER'S AGREEMENT & GRANT OF EASEMENT

This agreement entered into between the RURAL WATER DISTRICT NO. 2, MAYES COUNTY OKLAHOMA, organized under Oklahoma Statutes 82, 1324.1 et seq., hereinafter referred to as "DISTRICT", and _____, Benefit Unit No. _____ PARTICIPATING MEMBER of the District, hereinafter referred to as "MEMBER".

WITNESSETH:

WHEREAS, MEMBER desires to subscribe to a Benefit Unit which will entitle MEMBER to water service from DISTRICT and to enter into a water user's agreement as required by the By-Laws of DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto 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 One thousand two hundred fifty dollars ($1,250.00). The consideration paid for Benefit Unit shall be considered donation to the District and shall in no event, and under no circumstances, be refunded to the subscriber.

3. MEMBER agrees to pay an additional charge if a road bore crossing is required.

4. MEMBER agrees and does hereby pay a fifty dollar ($50.00) deposit.

5. MEMBER hereby states one of the following usages for the Benefit Unit herein intended:

   A. _____ Initial **Single Family Residential (Normal Usage):** including standard outbuilding, non-commercial agricultural and non-commercial outdoor usage/purposes. Average usage ranging from 0.25 gpm (~10,800 gallons/month) to 0.50 gpm (~21,600 gallons/month).

   B. _____ Initial **Single Family Residential (High Usage):** Note: Larger meter may be required.

_____	_____	_____
Intended Use	Estimated Daily Usage (gpm)	Estimated Monthly Usage (gals)

   C. _____ Initial **Multi-Family Residential, Apartments, Hotels, Motels, RV Parks, Commercial, Industrial or (Other)** _____, all of which shall comply with the DISTRICT's "Retail for Resale Agreement"

_____	_____	_____
Intended Use	Estimated Daily Usage (gpm)	Estimated Monthly Usage (gals)

6. MEMBER agrees that any excess, reoccurring usage outside of unforeseen abnormal/unintended/accidental usage, as agreed to and listed above, may constitute the DISTRICT's right to take action to reduce and/or remove the MEMBER's right to water service. In such case, MEMBER may be required to make improvements to the DISTRICT's system to ensure adequate flow and pressure to said MEMBER and the surrounding existing customers affected by such increased water usage.

7. MEMBER agrees, as a condition of water service from DISTRICT to the following:

A. Pay a minimum monthly base rate from the time of the approval of this application, and pay for additional water used, at the rates set out in the rate schedule adopted by the Board of Directors. MEMBER acknowledges that said rates are subject to change in the sole discretion of the Board of Directors and without notice and that in the event of a change, MEMBER agrees to pay any additional increase in water rates. Any changes made in the minimum monthly base rate and rate schedule, by the Board of Directors of DISTRICT shall become part of this agreement as though fully set out herein.

B. Until such time as MEMBER is notified by DISTRICT, the meter will be read by DISTRICT each month and a water service bill will be rendered by DISTRICT on or before the fifth (5th) day of the following month in which the meter was read. MEMBER agrees to pay said service bill on or before the sixteenth (16th) of the month in which the bill is rendered or be subject to a late charge of five percent (5%). Failure of MEMBER to receive a service bill shall not excuse MEMBER from their obligation to pay. Failure to pay service bill shall result in the discontinuance of water service.

C. The water service supplied by DISTRICT shall be for the sole use of MEMBER; MEMBER agrees that they will not extend or permit the extension of pipes for the purpose of transferring water from the herein described property to another, nor will they share, resell or sub-meter water to any other customer. Each water service connection shall supply water to only a single residence and/or business together with the necessary and usual out-buildings. DISTRICT may discontinue water service to MEMBER if they allow a connection or extension to be made to their service line for the purpose of supplying water to another user.

D. MEMBER agrees that they will make no physical connection between any private water system and the water lines serviced by DISTRICT. Representatives of DISTRICT may, at any reasonable time, come on the premises where the water service is being used, for the purpose of inspecting for violation of this provision. Violation of this provision shall be grounds for disconnection of water service.

E. The MEMBER shall be solely responsible for the installation of and/or entire cost of a roadway bore and casing, necessary to serve a proposed Benefit Unit.

F. The MEMBER shall install and maintain at their own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of DISTRICT at the nearest place of desired use by MEMBER, provided DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water service at that point.

G. The MEMBER agrees to comply with and be bound by the Articles, By-Laws, Rules and Regulations of DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The MEMBER also agrees to pay for water service at such rates, time and place as shall be determined by DISTRICT and agrees to the imposition of such penalties for non-compliance as are now set out in DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by DISTRICT.

H. DISTRICT shall have final authority in any question of location of any service line connection to its water distribution and to determine the allocation of water to MEMBER in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of MEMBER, or in the event there is a shortage of water, DISTRICT may pro-rate the amount of water available to a MEMBER on such basis as is determined by the Board of Directors.

I. A sewage disposal system to service the tract to which this Benefit Unit is assigned shall be approved by the Oklahoma Department of Environmental Quality prior to completing the water service connection. MEMBER shall be responsible for furnishing proof of approval of their sewage disposal system to DISTRICT.

J. The tract to which this Benefit Unit is assigned is that tract described in paragraph eight (8).

8. The undersigned MEMBER, in consideration of One Dollar ($1.00) and other good and valuable considerations 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, it's 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 and distribution line or lines over and across land owned by MEMBER in _____ County, State of Oklahoma, to wit: (See Attached Right-of-Way Easement)

IN WITNESS WHEREOF, this Application for Benefit Unit, Water User's Agreement and Grant of Easement is made and entered into this _____ day of _____, 20 ____.

_____
Signature

_____
Signature

_____
Printed Name

_____
Printed Name

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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 she/he/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

ACCEPTANCE by the Board of Directors of Rural Water District No. 2, Mayes County, Oklahoma, this _____ day of _____, 20____.

Rural Water District No. 2
Mayes County, Oklahoma

ATTEST:

By: _____
Chairman of the Board of Directors

_____
Secretary

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, _____, hereinafter called Grantor(s), in consideration of one dollar ($1.00) and other good and valuable consideration paid by RURAL WATER DISTRICT NO.2, MAYES COUNTY, OKLAHOMA, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to construct, maintain, operate, repair, replace and remove a water distribution system pipeline or pipelines and appurtenances thereto, in, under, over and across the following land owned by Grantor in _____ County, State of Oklahoma.

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted. The easement herein granted is subject to any and all previous easements of record.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. The agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: _____.

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

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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 she/he/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

MAYES COUNTY RURAL WATER DISTRICT NO. 2
P O BOX 787
CHOUTEAU, OK. 74337
918.476.8992 PHONE
918.476.4458 FAX

APPLICATION FOR A NON-SEWAGE PRODUCING WATER SERVICE CONNECTION

Applicant: _____

Address: _____

City: _____ State: _OK__ Zip Code: _____

Benefit Unit Number: _____

The above named applicant requests a water service connection for non-sewage producing purposes from Rural Water District No. 2, Mayes County, Oklahoma.

The non-sewage producing water service connection will be located on the following described real property (please provide legal description below):

The applicant understands and agrees that no sewage as defined by the Oklahoma Public Health Code 63, Section 1-901 will be produced by the use of the water delivered through this water service connection. If sewage is produced, the applicant forfeits the water service connection along with all other rights and privileges (including their membership to Rural Water District No. 2, Mayes County) that were granted with the purchase of their Benefit Unit and that no refund of any fees heretofore paid by applicant to Rural Water District No. 2, Mayes County will be refunded.

Violation of this agreement by applicant also subjects them to possible prosecution and penalties under the Oklahoma Public Health Code.

Signature of Applicant: _____ Date: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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 she/he/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

MAYES COUNTY RURAL WATER DISTRICT NO. 2
P O BOX 787
CHOUTEAU, OK. 74337
918.476.8992 PHONE
918.476.4458 FAX

PROMISSORY NOTE AND SECURITY AGREEMENT

NAME: _____ DATE OF AGREEMENT: _____

ADDRESS: _____

BENEFIT UNIT NUMBER: _____ ACCOUNT NUMBER: _____

TERMS OF AGREEMENT: Requirements being a down payment of $200.00 and Mayes County Rural Water District No. 2 will finance the remaining $1,050.00 at 10% interest for a total of 24 months. The payments will be $50.00 per month (in addition to the monthly minimum/ water usage bill), with the final payment being $9.05. The Maturity Date is 24 months from onset of agreement.

PURPOSE OF AGREEMENT: Payment Plan for New Water Service Connection.

For value received, the undersigned Debtors (called I, me, my or mine) promise to pay to the order of the Lender named below, its successors or assigns (hereinafter referred to as "Lender") the Principal amount, together with interest all as set forth above. The unpaid balance of the Principal and Interest shall become payable on the Maturity Date. Each payment shall be applied first to interest as of the date the payment is received, with the remainder of the payment applied to reduce the principal.

If any payment is not paid in full within 10 days after its scheduled due date, the Lender shall be entitled to a delinquency charge of 5% of the unpaid amount of the payment.

LENDER & SECURED PARTY:
Mayes County Rural Water District No. 2
P O Box 787
Chouteau, OK. 74337

Lender affirms that no unwritten oral agreements exist between the Lender and the Debtors.

ATTEST
Secretary

DEBTOR'S SIGNATURES:
I/We agree to the terms of this Promissory Note and Security Agreement. I/We have received a completed copy of this form, and I/We affirm that no unwritten oral agreements exist between the Lender and Debtors.

_____ _____
Debtor Debtor

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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 she/he/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____
(SEAL)

ACH AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

I (we) hereby authorize **MAYES COUNTY RWD #2** , hereinafter called COMPANY, to debit entries to my (our) account indicated below and the Financial Institution named below, hereinafter called 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.

(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 Name) (RWDNO2 Acct. #)

(Service Address) (City / State) (Zip Code)

(Signature) (Date)

PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM