

Sardis Lake Water Authority
P.O. Box 430
Clayton, Ok 74536
Office # 918-569-4685

Meter Application

Date: _____

Acc No: _____

Full Name: _____

Last

First

Middle

Property Address: _____

Billing Address: _____

Cell Phone _____

Business Phone _____

Email: _____

DL No: _____

I HAVE READ AND UNDERSTAND THE METER INSTALLATION POLICY, SERVICE AGREEMENT, AND
THE ODEQ TITLE 252.

Applicant Signature

Date

**Sardis Lake Water Authority
Meter Installation Policy and
Approved Oklahoma Department of Environmental Quality Septic Rules**

1. The cost of a new RESIDENTIAL meter installation will be \$ _____ per Benefit Unit. This amount covers Membership fees, parts, tapping saddle, up to fifty feet (50ft) of pipe from main tap to meter box within five feet (5ft) of Member's property line. Installation to Member's property line is to be done by Sardis Lake Water Authority (hereinafter "Authority") employees. Customers are responsible for pressure reducing valves.
2. There will be a fifty foot (50ft) MAXIMUM of line running from main line to meter for the \$ _____. Anything over 50ft will be \$5.00 per foot charged to Member. Sardis Lake Water Authority shall not go beyond the property line unless it is to the benefit and advantage of the Authority. All special road crossings, such as road bores or trenching, are the responsibility of the Member.
3. All Members must submit to the Authority Office signed Service Agreements, the legal description of the property, and an approval from Oklahoma Department of Environmental Quality (ODEQ) regarding septic rules at Title 252 Chapter 641. Payment is due prior to meter installation. Once water is available to the meter, Member is responsible for the bill, whether there is actual usage or not.
4. In situations where the Benefit Unit has been defaulted due to non-payment for sixty (60) days, the meter will be pulled. After ninety (90) days, the reinstatement fee will be \$350.00 for the Benefit Unit, the past due bill amount paid in full, and a \$100.00 reconnection fee. Monthly charges will begin at the time the water is available to the meter.
5. A Member that owns and operates rental property will be responsible for the water bill and ODEQ septic rule approval in all circumstances.
 - a. When a renter leaves the residence, the water bill must be paid in full before the water can be turned on for another renter. Renters must sign a Service Agreement and submit it to the Authority Office with a \$250.00 transfer fee.
6. The Authority is not responsible for anything past the meter to your home, in your home, or elevations to your property. The Authority is only responsible for achieving 25 psi (water pressure) at the meter. All leaks, line breaks, or plumbing issues past the meter on the Member's property is solely the responsibility of the Member.
7. Before a meter may be installed on Member property, the Member MUST obtain an ODEQ approval for the septic system. A copy MUST be provided to the Authority Office. If Member does not provide this approval, a meter WILL NOT be installed.

Title 252. Department of Environmental Quality

252:631-3-17. Water system connections

(a) PWS systems must not allow the connection of a new customer without an approved sewage disposal system, as defined in OAC 252:641 (Individual and Small Public On-Site Sewage Disposal Systems) or OAC 252:656 (Water Pollution Control Construction).

(b) PWS systems shall:

- (1) not allow a physical connection between a line carrying a public drinking water supply and a line carrying water of unknown or questionable quality.
- (2) not allow connections from any PWS system to any device or system that poses a health threat unless it is equipped with an air gap of at least 6 inches or two pipe diameters, whichever is larger, above the overflow or drain pipe. The installation of a reduced pressure zone backflow prevention device will be considered in lieu of an air gap. To allow maintenance on the backflow prevention device, the design shall include a diversion line with equal backflow prevention. Do not locate backflow prevention devices in a pit or vault where they can become submerged. A fire suppression system is not considered a hazardous water supply.
- (3) not allow a cross-connection between a public water system and any private water system.
- (4) provide an air gap at all points where finished water is connected to a drain.

For any regulatory information regarding the rules set forth by the Department of Environmental Quality (ODEQ), visit <https://rules.ok.gov/code> .

ODEQ Rules regarding Public Water System Operations can be found in Title 252 Chapter 631 of the Oklahoma Administrative Code website at the above link.

**Sardis Lake Water Authority
Service Agreement**

AGREEMENT made this _____ day of _____ 20____, between the Sardis Lake Water Authority, Pushmataha County, Oklahoma, a public trust organized under the laws of the State of Oklahoma (hereinafter called "Authority"), and _____, (hereinafter called "Member").

The undersigned hereby makes application for Membership in the said Authority and agrees to the following conditions:

Purchase one membership certificate in the Authority at a membership cost of \$ _____. An additional charge will be assessed if a road crossing is necessary or if special equipment is required to set meter.

Pay promptly a minimum monthly water charge to be established by the Board of Trustees beginning from the time service is made available by the Authority, and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Trustees. Any charges adopted for the minimum monthly water charges and the rate schedule by the Board of Trustees of the Authority shall become a part of this Agreement as fully set out herein.

All water shall be metered by meters to be furnished and installed by the Authority.

If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Trust, Bylaws, and/or the Rules and Regulations of the Authority, reconnection shall be upon the conditions set out by the Authority in said Trust, Bylaws, and/or Rules and Regulations.

The laws of the State of Oklahoma, the Trust and Bylaws of the Authority, and the Rules and Regulations of the Authority, as presently existing, and as may be amended from time to time, are made a part of this Agreement as fully set out herein. A copy of the Rules and Regulations, the Bylaws, and Trust of the Authority are attached to this Agreement and should be retained by Member for future reference.

Member shall install at their own expense a service line from the meter to the point of use.

Member shall hold the Authority harmless from any and all claims or demands for damage to real or personal property occurring from the point Member ties on the Authority meter to the final destination of the line installed by Member. Member agrees to grant to the Authority an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary for the Authority, on such form as is required by the Authority.

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

Accepted and Approved this _____ day of _____, 20_____

Member Signature

Chairman of the Board of Trustees Signature

Legal Description of Property:

Address of Property:

Sardis Lake Water Authority Water Line Rules

Any water line, other than a regular household tap, MUST be ODEQ approved and permitted. This will be the responsibility of, and at the cost of the Member.

Member MUST present a copy of all permits to Sardis Lake Water Authority (hereinafter "Authority") prior to any line or meter is to be installed. The Authority meter cost is not inclusive of these items.

Any line extensions from the Authority main line MUST be approved and permitted by ODEQ. There are no exceptions to this rule.

Developments and/or Subdivisions MUST come before the Board of Trustees to be approved per the Rules and Regulations of the Authority. All documentation MUST be provided to the Board of Trustees to be considered for approval. Documentation includes but is not limited to: Engineering Report(s), ODEQ permits, and Hydraulic Analysis.

Sardis Lake Water Authority, Authority staff, and Board of Trustees ARE NOT responsible for any project not approved by the Board of Trustees, and shall not be held liable for any setbacks or delays.

Acknowledgement

Member Signature

Date

Sardis Lake Water Authority
P.O. Box 430
Clayton, OK 74536

Disclosure Letter

Sardis Lake Water Authority (SLWA) will not be responsible for pump surges, lack of water pressure, or lack of water service to any customer due to Acts of God including, but not limited to flooding, freezing, drought, tornado, severe weather, lightning strikes.

This notice is for all Members in close proximity to the pump station and/or Member property is elevated from the SLWA line.

SLWA will not be responsible for water pressure issues occurring during maintenance and/or due to the elevation of your property. The elevation of your property is the responsibility of the Member and their engineer performing a proper hydraulic evaluation.

Should you, the Member, disagree with this rule, you may come before the Board to discuss your grievance.

Acknowledgement:

Member Signature

Member Address

Date Signed

**SARDIS LAKE WATER AUTHORITY
PUSHMATAHA COUNTY, OKLAHOMA**

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT

THAT (Hereinafter called "Grantor(s)") for Good and Valuable considerations of which is hereby acknowledged, do hereby grant, bargain, sell transfer and convey unto **SARDIS LAKE WATER AUTHORITY, PUSHMATAHA COUNTY, OKLAHOMA**, (hereinafter called "Grantee") a perpetual Easement upon, over and across the following described real estate in Pushmataha County, Oklahoma, to-wit:

An easement _____ () feet on either side of installed waterline upon the following described parcel of land:

AND

An Easement _____ (____) feet wide adjacent and parallel to State Highway _____ upon the following described parcel of land:

This easement is granted for the purpose of enabling the Grantee herein, its successors, trustees and assigns, to go upon the real estate above described and to construct, reconstruct, use operate, maintain, inspect and patrol, water distribution pipelines, and appurtenances thereto, and/or water meter with full rights of ingress and egress over Grantor's adjacent lands to and from the real estate above described.

The consideration recited herein shall constitute payment in full for all damages sustained by the Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the real estate above described in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

The Grantor, their heirs, executors and assigns, may fully use and enjoy said premises except for altering or in any manner changing improvements made on the real estate above described by said Grantee or erecting any kind of structure which might obstruct the use of the improvements.

This 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. Grantor covenants that Grantor is the owner of record of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

To have and to hold the same unto the Grantee, its successors, trustees and assigns, forever.

To have and to hold the same unto the Grantee, his successors
Dated this _____ day of _____, 20____.

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 _____ executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public: _____

My Commission Expires: _____

NOW, on this _____ day of _____, 20____, the Board of Directors of SARDIS LAKE WATER AUTHORITY, Pushmataha County, State of Oklahoma, acting for and on behalf of said Water Authority, during regular session, do hereby approve and accept from the named Grantor this delivered Easement and directs the Chairman and Secretary of said Water Authority, Pushmataha County to indicate the same by their signatures and seal of the Rural Water District, Pushmataha County, State of Oklahoma.

CHAIRMAN

ATTEST: _____
SECRETARY

Sardis Lake Water Authority
Meter Installation Rules for ODEQ Compliance

Pasture Tap Meter: This is for livestock ONLY. No dwellings.

Construction Water Meter: You MUST have an ODEQ approved soil test and permit per Title 252 Chapter 641 of the Oklahoma Administrative Code. Member MUST provide Sardis Lake Water Authority (hereinafter "Authority") with a copy of the approval and permit before meter will be installed. This rule applies to all new constructions.

Existing Meters: When transferring meters from one Member to another person, the new Member MUST pay the transfer fee and show proof that the septic is ODEQ approved. If the septic is NOT approved or known to be approved, the new Member must contact ODEQ central records in Oklahoma City via the ODEQ website (preferred method) (<https://www.deq.ok.gov/asd/records>) or by phone at 405-702-1188 and leaving a voicemail.

Oklahoma Department of Environmental Quality Rules and Regulations can be found here
<https://www.deq.ok.gov/asd/rules-and-regulations/>

Customer Signature

Date

Pasture Tap

New Construction

Existing Member Transfer

Completed Construction

Sardis Lake Water Authority
P.O. Box 430
Clayton, OK 74536

Application for Pasture or Yard Tap

I, _____, hereby make application to Sardis Lake Water Authority (hereinafter "Authority") for a pasture or yard tap ONLY.

I, the undersigned, do fully understand that while maintaining a construction, yard, or pasture tap agreement, or at any time when a livable structure is on my property, I am responsible for proper and legal disposal of sewage. Within ninety (90) days, I may present the Authority with a legal Oklahoma Department of Environmental Quality (hereinafter "ODEQ") permit on my septic tank.

I hereby agree that the water will not be plumbed to any dwelling for household use until the ODEQ has made a final inspection on the sewage system installation and the Authority has received written notification of this approval from ODEQ and a copy of the permit.

If this request is for water service to a 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 septic system prove inadequate, I will be responsible for making proper modifications promptly, or my water service shall be discontinued.

I understand that these are the provisions of the Authority's permit from ODEQ and that violation of these provisions are grounds for AUTOMATIC DISCONTINUANCE of water service from the Authority and enforcement proceedings by the ODEQ for abatement.

Applicant Signature

Date

Notary Public

Commission Expires

Seal:

Sardis Lake Water Authority
P.O. Box 430
Clayton, OK 74536

Transfer Application

Date: _____

Tap #: _____

Present Owner

I, _____, at this time do hereby transfer my water rights to the meter located at _____ to _____.

Signed: _____ on this _____ day of _____, 20____.

New Owner

I, _____, acknowledge all rules and regulations pertaining to the water rights to the meter located at _____. I acknowledge and agree to pay the minimum monthly water charge beginning from the time of service transfer and shall pay for additional water used at the rate set out in the rate schedule adopted by the Board of Trustees of Sardis Lake Water Authority plus a \$_____ transfer fee.

Signed: _____ on this _____ day of _____, 20____.

State of _____)
County of _____)

The foregoing instrument was acknowledged and signed before me on this _____ day of _____, 20____.

Notary Public

Seal:

Commission Expires

Title VI of the Civil Rights Act of 1964 Requires that recipients of federal assistance compile race/ethnic information on applications taken which is utilized by the government for monitoring purposes.

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, 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 do not wish to furnish the information, please check in the appropriate box below.

Applicant

I do not wish to furnish this information

Race/National Origin (select all that apply)

American Indian/Alaskan Native

Asian

Native Hawaiian or other Pacific Islander

Black or African American

Hispanic or Latino

White

Other (specify) _____

Sex: Female Male

Co-Applicant

I do not wish to furnish this information

Race/National Origin (select all that apply)

American Indian/Alaskan 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 interaction by telephone by mail
 by email or other electronic means

Applicant's Name: (print or type) _____

Co-Applicant's Name: (print or type) _____

Interviewer's Name: (print or type) _____

Interviewer's Signature: _____

Date of Application: _____

Sardis Lake Water Authority
P.O. Box 430
Clayton, OK 74536

Service Charges

Late Charge	\$ 15%
Disconnect Fee	\$ 100.00
Reconnect Fee	\$ 0.00
Transfer Fee	\$ 250.00
After Regular Working Hours and Weekends	\$ 75.00
Returned Checks	\$ 50.00
Illegal or Unauthorized Connection Fee	\$ <small>Usage, Cost, & Damages.</small>
Cutting Locks Off Locked Meters	\$ 50.00
Pressure Regulators	SLWA does not supply pressure regulators
Additional Meter Reading	\$ 25.00

Meters, lines to the meters, and locks are the property of Sardis Lake Water Authority (SLWA).

If anyone is found creating an illegal and/or unauthorized connection to SLWA water meter(s) or line(s), SLWA will charge the cost of all damages, all water usage amounts, and will seek prosecution of the individual in Pushmataha County District Court.

If anyone is found to have cut locks from SLWA meters that have been locked by the SLWA staff, SLWA will charge the cost of all damages, all water usage amounts, and will seek prosecution of the individual in Pushmataha County District Court.

If a Member requests an additional meter reading from SLWA staff regarding their bill and the initial meter reading was incorrect, there will be no charge. If the additional reading indicates the initial reading is correct, the Member shall be charged the Additional Meter Reading Fee on their next bill.