**RURAL WATER DISTRICT #2, LINCOLN COUNTY**

P.O. BOX 482, CHANDLER, OKLAHOMA 74834-0482

(405) 240-2174

DEVELOPER REQUIREMENTS

Rural Water District #2, Lincoln County, has determined the definition of DEVELOPER shall be: One who constructs improvements on plated property (properties) for resale.

In response to your inquiry regarding our District serving your proposed development, the following will be required:

1. Developer will provide the District with a surveyed plat of the development, showing the MAXIMUM number of lots, lot size and legal description of property.

2. All development improvements will require District Engineer’s review and approval. District engineering fee for this service will be required in advance

3. The District will advise ESTIMATED cost for materials and fees to complete the improvements if done by the District. The District Engineer will provide Developer with construction specifications so the Developer may obtain installation cost from an outside contractor if it is not feasible for the District to perform the installation.

4. If Developers decides to proceed with the project, the plan and specifications will need to be presented to the Board of Directors for approval.

5. After Board approval, the Developer will proceed by having the District’s Engineer prepare the waterline installation drawings for DEQ permitting. Waterlines shall run adjacent to roadway in a private easement, if possible, crossing under where required. This will apply to all developments. PRIOR to permitting, the plans must be reviewed and approved by the District and District’s consulting Engineer. The fee for this review must be paid in advance.

6. A fee will be charged to the Developer by the District to cover inspection and administrative costs, at a rate schedule of $50.00 per hour with a four (4) hour minimum. A $250.00 fee will be charged for BacT sampling by the District. (Subject to price changes). No further processing of a Developer’s Plan of Development shall be made until all required fees and charges are paid in full by Developer to the District. No waiver or delay in the enforcement by the District of any requirement under the By Laws, Rules and Regulations of the District or any related agreement or documentation shall operate as a future waiver of such requirements.

7. After plans are approved by the District, the Engineer, approved by the District, will prepare the DEQ Permit Application for District’s signature. The Developer will remit the Permit Fee to the District along with any other fees due prior to application submittal to DEQ. In the event the District installs the improvements, these charges must be paid prior to permitting.

8. If a contractor is hired by the Developer to install improvements, the District must pre-approve said Contractor. Adequate proof of insurance coverage will be required. (Statutory work comp., general liability; products/completed operations; auto liability, performance and payment bond)

9. Developer will provide all easements and rights of access requested by the District prior to plan preparation and beginning of construction with full legal description, to be included, at the time of DEQ permit applications.

10. The permit to construct from the Department of Environmental Quality must be received by the District prior to beginning construction.

11. The Developer and Contractor will sign District’s “Developer Requirements” and is required prior to beginning construction. A one (1) year time frame for construction to be completed, unless otherwise agreed to by the LCRWD2 Board of Directors.

12. Upon completion of the project, Developer will furnish District with an affidavit stating all bills and/or liens in connection with the waterline installation have been paid; and discharged; proof of said payments shall be provided to the District within ten (10) days of written request along with the non-lien affidavit, sign an Assignment and Bill of Sale transferring ownership of waterline installation to the District; warrantee the waterline for a period of one year after final inspection has been made by the District; post a maintenance deposit or bond equaling five percent (5%) of construction cost for one year; and furnish District with a Warranty Agreement. If District installs improvements, the Warranty Agreement and maintenance deposit will not be required.

13. Check meter will be installed upon completion of the project. The payment of all water that goes through this meter prior to the final acceptance of the project will be paid by the Developer, and/or until new plot owners are attached to the District’s water line. Any flow not accounted for by service meters are responsibility of Developer.

14. It is understood that each membership for water service will be approved individually by the District after application for membership is submitted. No guarantee for service to lots is granted without membership application approval according to the Rules, Regulations, and By Laws of the District. All “DEVELOPER REQUIREMENTS” must be met prior to membership approval in the development.

15. Developer agrees to pay all fees and costs to the District arising out of the development including all engineering fees, contactor fees, inspection fees, administrative costs, permit fees, legal fees, costs, and all other fees and costs associated with the Development that are paid by the District. In the event that no other time frame for payment by the Developer is specified herein for the payment of one or more of the fees and/or costs described in this paragraph, Developer shall pay all such fees and/or costs to the District no later than thirty (30) days after request for payment by the District.

16. No application or plan or development shall be construed as conferring any obligation upon the District to provide water service until all obligations of the Developers have been met, approved, paid and discharged as required by the By Laws and Rules of the District and/or applicable state law. Rather, all requirements of the Developer are a precondition to the District providing water service to a development and/or to provide water service to a lot or lots in the development.

**DEVELOPER SIGNATURE**

Date:\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notary Public**

Signed and sworn to before me on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Notary Public

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This form is to be signed and notarized at the start of a job/project for this developer and is good for the job/project performed for the Developer for one year from the date of notary.