

Rural Water District No. 6, Garvin County Developers Agreement

P.O. Box 636 - 39705 Highway 29 Wynnewood, OK 73098

Phone- (405)665-4436 E-mail- rwd6gc@rwd6gc.com

Name of Development: _____

Location: _____

Name of Developer: _____

1. Rural Water District No. 6, Garvin County has determined the definition of a DEVELOPER. They shall be ONE who divides property into TWO or more parcels for a land, housing or commercial development. RWD6,GC will take into consideration the existing waterline size, customers and water availability for the area, and the District Engineer's recommendation.
2. The RWD6,GC water agreement to extend its water services to said development shall be conditioned upon receipt by RWD6,GC of a written feasibility report from its Engineer, evidencing that RWD6,GC existing system is adequate to provide water needs of the proposed development. The Developer will be in compliance with laws of the State of Oklahoma, Department of Environmental Quality, RWD6,GC Rules and Regulations and By-Laws. It is further expressly understood by and between the parties that RWD6,GC shall not be obligated to extend its services beyond the proposed development to any other development or future development undertaken by the Current Developer.
3. The Developer will pay an impact fee to be determined by the Board of Directors and the District's Engineer based on the impact the development will have on RWD6,GC's existing system. The impact fee will be non refundable and non transferable to any other site or property. The impact fee will be assessed per lot to be developed within the development. The impact fee per lot is for improvement of the existing system, and is not an application for membership into the district and does not purchase a membership for water service. The developer may be required to pay for additional piping, storage facilities, pumping facilities and other related appurtenances as required to extend service to the proposed development.
4. Impact fees, Inspection fee, Engineering fees and DEQ permit fees must be paid directly to Rural Water District No. 6, Garvin County prior to beginning construction.
5. The Contractor hired to install the water distribution improvements must be preapproved by RWD6,GC. Adequate proof of insurance coverage will be required. Insurance proof shall include, but not limited to worker's compensation, general liability, and performance bond and vehicle liability.
6. Engineering plans and specifications must be approved by the Department of Environmental Quality prior to beginning construction. Engineering plans and specifications for the water system portion of the development shall be prepared by the RWD6,GC engineer.
7. RWD6,GC must receive the permit to construct from the Department of Environmental Quality prior to beginning construction.

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8. An inspection fee of 4% of the water system portion of construction cost will be required at the start of construction, payable to Rural Water District No. 6, Garvin County.
9. The Developer and Contractor will sign RWD6,GC's Developer Agreement prior to beginning construction.
10. Upon completion of the project, the developer will furnish RWD6,GC with a affidavit stating all bills and/or liens in construction of the waterline installation have been paid, sign an assignment transferring ownership of the waterline and its' appurtenances to RWD6,GC, warranty the waterline for a period of one year after final inspection has been made by RWD6,GC and furnish RWD6,GC with a Warranty agreement.
11. It is understood that each membership unit will be approved individually by RWD6,GC after an application is submitted. No guarantee for service to lots will be granted without an application approval according to the By-Laws and Rules and Regulations of RWD6,GC. Memberships are first come, first serve, and all developer requirements must be met prior to membership approval in the development.
12. There will be NO new service in areas identified as floodplains or wetlands

All Parties agree to the Developer requirements as stated. Adopted 10/10/2019, Revised 6/9/2022

_____	_____
Chairman of Rural Water District No. 6, Garvin County	Date
_____	_____
Secretary of Rural Water District No. 6, Garvin County	Date
_____	_____
Developer	Date
_____	_____
Contractor	Date
_____	_____
Engineer	Date

Notarized this _____ Day of _____, 20_____

_____	_____	_____
Notary	Expires	Seal