

ELM BEND RURAL WATER DISTRICT, INC.

P.O. Box 420 Ochelata, OK 74051 Phone: 918-535-2302 800-448-3264 FAX: 918-535-2981

APPLICATION FOR CLASS A TAP

This certifies that _____ has applied for an

Elm Bend Water District Class A tap -- Location as follows:

Granting of this tap is dependant on approval by the engineer who evaluated the system. The Board will inform the applicant of the decision by the engineer as soon as possible.

The cost of this tap if \$4,000 (the cost of the water meter, water meter box and their installation will be addition to the tap cost and will be charged at the time of installation). This application is accompanied by a \$1,000 deposit with the remaining \$3,000 due within 120 days or when the meter is set, whichever occurs first. Class A tap holders will be charged the same monthly service charge as current tapholders. If the application is rejected for any reason, all monies collected will be refunded.

Read & Understood by Applicant: _____

CO-OWNER: _____

BILLING ADDRESS: _____

PHONE NUMBER: _____

ACCEPTED BY BOARD: _____

DATE: _____

WATER USERS AGREEMENT

This Agreement entered into between ELM BEND WATER DISTRICT, INC., a non-profit corporation, hereinafter referred to as the “DISTRICT,” and _____, hereinafter referred to as “USER”.

(name)

Whereas the USER desires to purchase water from the DISTRICT and to enter into a water users agreement as required by the By Laws of the 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:

THE DISTRICT has determined that the system is of sufficient capacity to serve the USER. Consequently, the DISTRICT shall furnish, subject to the limitations set out in its By Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER’S occupancy of the following described property:

The DISTRICT will provide water to the USER’S property by extending, if necessary, the existing distribution system. Such extension shall be located as close to the existing distribution system as practical and shall be terminated by a water meter, cutoff valve and any other necessary equipment. The cost of this system extension (including labor, meter, valve and other equipment) shall be borne by the USER. This extension of the distribution system shall be the property of the DISTRICT and the DISTRICT shall have exclusive right to use the above described distribution system. The USER shall be responsible for the cost of repairing any damage to this distribution system caused by the USER.

The DISTRICT shall have final authority concerning the location/type of service line connection to its distribution line(s).

The DISTRICT may shut off water service to any USER that allows a connection to be made to the USER’S service line for the purpose of supplying water to another household, business, person, etc.

The DISTRICT has the authority to allocate water to USERS when necessary. In the event that all water demand cannot be satisfied for any reason, the DISTRICT may prorate the available water among USERS based on an equitable formula determined by the Board of Directors. In determining the allocation formula, the highest priority will be given to supplying normal household needs. The next highest priority will be satisfying livestock needs. The lowest priority will include such nonessential water usage as lawn watering, garden watering and filling swimming pools.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line, which shall begin at the meter and extend to the place of use.

The USER agrees to comply with and be bound by Articles, By Laws, Rules and Regulations of the DISTRICT now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at a rate and at a time and place as determined by the DISTRICT and agrees to the imposition if such penalties for noncompliance as are set out in the DISTRICT'S By Laws and Rules and Regulations or which may be hereafter adopted and imposed by the DISTRICT.

To prevent system contamination, the USER agrees that no other present or future source of water will be connected to any water lines served by the DISTRICT'S water lines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT'S system.

The USER may connect his service lines to the DISTRICT'S distribution system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non-payment within due date will be subject to a penalty on the delinquent account.
2. Non-payment within 60 days from the due date will result in the water being shut off to the USER'S service line.
3. In the event it becomes necessary for the DISTRICT to shut off the water to the USER'S service line, a fee of \$25.00 will be charged for the disconnect and a fee of \$25.00 for reconnection of the service.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT THIS ____ DAY OF _____, 20__.

ELM BEND WATER DISTRICT

PRESIDENT, ELM BEND WATER DISTRICT, INC.

USER

USER