READ CAREFULLY BOTH SIDES OF THE CONTRACT Acct # / BU # _____ APPLICATION AND CONTRACT FOR WATER Septic _____Sewer ____ BU_____ SYS ____ MB ____ Date _______, 20 ______ I, (or we) hereby make application to Creek County Rural Water District No. 2, to furnish a supply of water at the service box of the District located at: _____ Mail Address: Name: ___ Phones: ____ AND IN CONSIDERATION OF SUCH SUPPLY AGREE First – to pay for water furnished at the meter rate charged other consumers for like uses, PLUS a monthly Base Rate of: (Monthly charges for water used are calculated for each 1000 gallons of water, as shown by the meter, as indicated on the attached rate chart), and to settle all accounts therefore monthly by making payment for same to Creek County Rural Water District #2 at 2425 W. 121st Street S., Jenks, OK 74037, on the due date thereof. Failure to pay by this date will result in a 10% penalty to the account. When notice is received that the previous month's balance was not paid, all amounts due must be paid in full prior to the disconnect date or service will be discontinued and additional charges will be incurred. Second - To have the premises so plumbed that a meter can be set in a convenient place for reading, inspection, and protection from the weather, if possible. It being understood and agreed that the meter is set in accordance with the contract, and, will be, remain the property of, and under control of, Creek County Rural Water District No. 2 at all times. Permission is hereby granted the employees, or agents of said District, to go upon the premises covered by this contract at any time to read, examine, or remove said meter. Third - The undersigned agrees and warrants that the premises to be supplied with water will be properly plumbed and free from any leaks, and the undersigned agrees to keep the same in a safe condition and hereby assumes all risk of accident or damages to persons or property in the use of water hereby contracted for. The undersigned further agrees and warrants that no permanent structure will be placed where it covers the meter can. The undersigned specifically relieves and releases Creek County Rural Water District No.2 from any liability on account of injury to person or property occasioned by the use of water. In this connection, it is specifically understood that the water to be sold hereunder is furnished by Creek County Rural Water District No. 2, but said District is not in any manner liable to the applicant therefor, or from damages resulting from the use thereof, and does not warrant or guarantee said water, the supply thereof, or water service to the applicant. Fourth - That this application and contract is transferable to another person, and may be transferred to, and used, in another location in the District by the party signing this contract if certain requirements are met. Application for such transfer must be made at the office of Creek County Rural Water District No. 2, and approval must be obtained by District Board. Fifth - That I will not, nor will I permit, any connection to the service pipe between the line of Creek County Rural Water District No. 2 and the meter. Should any pipe be so connected or any water used on the premises without passing through the meter, I hereby agree to pay for all water estimated to be used. In addition, I agree to pay all violation and/or service fees charged. Sixth - During my occupancy of the premises, that I will not attach, or permit anyone else to attach, the plumbing of the line to any other water company while connected to the line of Creek County Rural Water District No. 2. Seventh - That I agree to abide by all the rules and regulations promulgated for Creek County Rural Water District No. 2 as printed on the reverse hereof, the same being incorporated herein by reference and/or any other rules and regulations that may be promulgated hereafter. Eighth - It is understood this agreement and the right to purchase water covers service to only the dwelling or business listed above, and building accessory thereto, and water service to additional dwelling houses or businesses requires separate water meters and water contracts, and these are not covered hereby. This application is made and it is understood that water will be furnished hereunder upon the terms, conditions, agreements, rules and regulations herein set forth. The acceptance of this contract by Creek County Rural Water District No. 2 shall constitute a contract upon the terms as stated above. It shall be in force from date of connection and turning on of meter. As collateral security for the payment of sums due at any time in the future, under the terms of this Contract for Water, I/We pledge to and grant to the Water District, a lien on My/Our real property specified in this application (location where water service is delivered) and further grant a security interest in any and all fixtures, equipment, and personal property situated/located on said property. I/We authorize the Water District to record/file with the county clerk, a lien which I/We intend to be an encumbrance on My/Our property specified herein, to secure any obligation I/We may owe the Water District at any time pursuant to this Contract for Water. I/We further authorize the Water District to record a financing statement with any county/agency/authority of the State of Oklahoma and to execute and file such lien, security interest and/or financing statement as may be required by law, on My/Our behalf as My/Our duly authorized agent. TRANSFER ONLY

Previous Owner

RULES AND REGULATIONS

- 1. In case the supply of water should fail, whether from natural causes, bursting of pipes, or accidents in any way, Creek County Rural Water District No.2 shall not be liable for any damage by reason of such failure, nor shall it be liable in any event for damages to persons or property arising, accruing, or resulting from the use of water or the furnishing of water hereunder. It being especially agreed that the liability of Creek County Rural Water District No.2 for damages from the use of water shall cease at the property line of the consumer.
- 2. The quantity of water delivered to domestic consumers shall be ascertained by meter measurement, and the quantity recorded by meter shall be conclusive upon Creek County Rural Water District No.2 and the consumer, except in the following cases: When the meter is found defective or ceases to register, until the same shall be repaired or replaced, the quantity of water consumed shall be ascertained by the average of another meter, or by the amount consumed during a previous year or corresponding period.
- 3. All service, pipe, and fixtures from Creek County Rural Water District No.2 service box are to be put in at the expense of the consumer, who shall keep the same in good repair, and while connected with the said attachments, service pipe and fixtures will be subject to the inspection and control of the officers and agents of said District.
- 4. The District will provide a meter, upon the terms fixed in the application, which shall, together with any pipe, service or fittings belong thereto, be known as and remain the property of Creek County Rural Water District No.2, and any interference therewith on the part of the consumer or any plumber or pipe fitter is strictly prohibited.
- 5. When payments are not made on the due date, the water will be cut off for such non-payment as soon after said date as may be possible. When the water has been turned off, or the meter disconnected by reason of the non-compliance with District rules, service charges will be made for turning the water on again. These charges must be paid in full at the office of Creek County Rural Water District No.2 before the work is done.
- 6. The applicant hereby releases Creek County Rural Water District No.2, its successors or assigns, for any loss, injury, or damage which may be caused directly or indirectly to persons, the building, or other property on the premises by reason of freezing or bursting pipes, or for any variation in pressure or shortage of supply caused by breaks in the District pipes, or any other unforeseen accidents that may occur during the operation of the water system.
- 7. Said District, by its authorized agents, shall at all reasonable hours have the right to enter upon the premises for the purpose of inspecting, reading and caring for the meter, inspecting the manner of using water, and to disconnect the service pipes thereon and shut off the water, for any of the following reasons: First, for repairs or inspections; Second, for want of supply; Third, for non-payment of the account; Fourth, for fraudulent consumption of water; Fifth, for making any changes in the connection without written consent of Creek County Rural Water District No.2 (in case of deficiency of water, notice of the fact should be given forthwith at the office of Creek County Rural Water District No.2 or at a place hereafter designated by Creek County Rural Water District No.2, that the defect may be remedied without delay); Sixth, for violation of the terms of this contract.
- 8. Creek County Rural Water District No.2 reserves the right to change, modify, increase or reduce the rates charged for water, the manner of payment or collection of accounts, and make any other modifications, additions or changes by action of the Board of Directors or otherwise. Creek County Rural Water District No.2 reserves the right to add any charges to water bills required by law, now existing, or that may be enacted in the future.
- 9. Benefit Unit Owner (BUO) is required to grant/convey to the District perpetual easements to accommodate the presence of all existing and future water lines, valves, meters, pumps and other equipment (collectively "lines") on BUO's property and access to adjacent property to facilitate repair, replacement, removal or relocation of lines without compensation to BUO or cost to the District. If the District is compelled to incur any expense for line construction of any nature (i.e. repair/relocation/new construction), or easement acquisition, the Board may in its discretion, levy upon any BUO a "special assessment" to reimburse the district for such costs and expenses, provided those costs bear a reasonable relation to the costs associated with providing water service to the particular benefit owner(s). Refusal to pay costs and assessments is a basis to cancel a Benefit Unit and terminate water service.
- 10. The Rules and Regulations contained in the Board Policy book state that when a person purchases property that has existing water service from Creek County Rural Water District No.2, any account balance that remains outstanding by the previous owner or tenant becomes the financial responsibility of the new owner. Failure by the previous owner or tenant to pay all back charges on the account in full will result in the new owner being obligated to pay all of these charges.
- 11. If an Applicant for water service or an existing customer receives or is to receive water service from Creek County Rural Water District No. 2, but is provided, or is to be provided sewer service by the City of Glenpool and/or the Glenpool Public Works Authority, the Applicant/Customer shall be bound by the terms of the Agreement of Shared Utility Customers attached as Ex. 10, to the Settlement Agreement between the District and Glenpool dated May 11, 2015. A copy of the Agreement of Share Utility Customer is available at the District's office.

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.

The following information is requested by the Federal Government for loan and grant programs in order to monitor borrower/grantee compliance with 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 below.

APPLICANT: I do not wish to furnish this information.	CO-APPLICANT: I do not wish to furnish this information.
Race/National Origin: (Select one or more) American Indian or Alaska Native Asian Native Hawaiian or other Pacific Islander Hispanic or Latino White African American Other (specify)	Race/National Origin: (Select one or more)American Indian or Alaska NativeAsianNative Hawaiian or other Pacific IslanderHispanic or LatinoWhiteAfrican AmericanOther (specify)
TO BE COMPLETED BY INTERVIEWER: This application was taken by:face to face in Applicant's Name: (print or type)	
Co-Applicant's Name: (print or type)	
Interviewer's Name: (print or type)	
Interviewer's Signature:	
DATE:	

NOTICE CONCERNING APPLICATIONS FOR WATER SERVICE IN "GLENPOOL TERRITORY"

Your property has been determined to be located withing the "Glenpool Territory" as depicted on the attached map. If the service location has never been provided domestic water service by Glenpool Utilities Service Authority (Glenpool) or Creek County Rural Water District No. 2 (Creek-2) you have the right to choose either Creek-2 or Glenpool to be your domestic water service provider.

This notice must be attached to the front of all Applications received from a potential customer if the property to be served is within the "Glenpool Territory."

ACKNOWLEDGMENT I, ______ [print name], acknowledge that I received a copy of this Notice when I was provided the ______ [Glenpool or Creek-2] Water Application and Contract. X _______ Signature 585-57.not permissivearea-final:tf For Office Use Only: Document Control Number ______ Account Number ______ Date Signed ______ Address ______ Zone: Released ______ Permissive ______ Reserved _______ Sewer Tap: ______ Yes ______ No

WATER RATES EFFECTIVE ON BILLING DUE BY 2/16/2024

MINIMUM BASE FEE MUST BE PAID EACH MONTH REGARDLESS OF WATER USAGE

1,000 TO 50,000 GALLONS IS \$6.35 PER THOUSAND GALLONS ALL WATER OVER 50,000 GALLONS IS \$6.85 PER THOUSAND GALLONS

WATER (JSED	AMOUNT
1000	Gal	\$39.85
2000	Gal	\$46.20
3000	Gal	\$52.55
4000	Gal	\$58.90
5000	Gal	\$65.25
6000	Gal	\$71.60
7000	Gal	\$77.95
8000	Gal	\$84.30
9000	Gal	\$90.65
10000	Gal	\$97.00
11000	Gai	\$103.35
12000	Gal	\$109.70
13000	Gal	\$116.05
14000	Gal	\$122,40
15000	Gal	\$128.75
16000	Gal	\$135.10
17000	Gal	\$141.45
18000	Gal	\$147.80
19000	Gal	\$154,15
20000	Gal	\$160.50
21000	Gal	\$166.85
22000	Gal	\$173.20
23000	Gal	\$179.55
24000	Gal	\$185.90
25000	Gal	\$192,25

DISCONNECT FEE:

\$125.00

HYDRAULIC STUDIES:

\$250.00 PER RESIDENT

\$500.00 PER BUSINESS

BASE FEES PER METER SIZE:

3/4"- \$33.50
1"- 6.25 + 33.50 = \$39.75
1½" - 6.25 + 38.50 = \$44.75
2" - 6.25 + 43.50 = \$49.75
3" - 6.25 + 48.50 = \$54.75
4" - 6.25 + 53.50 = \$59.75
6" - 6.25 + 58.50 = \$64.75
WATER TAP FEES:
3/4" WATER TAP = \$2,100.00
1" WATER TAP = \$2,600.00
2" WATER TAP = \$6,800.00

TRANSFER FEES: \$62.50 PLUS BASE

3/4" TAP = \$33.50 + \$62.50 = \$96.00 1" TAP = \$39.75 + \$62.50 = \$102.25 1 1/2" TAP = \$44.75 + \$62.50 = \$107.25

2" TAP = \$49.75 + \$62.50 = \$112.25

3" TAP = \$54.75 + \$62.50 = \$117.25

4" TAP = \$59.75 + \$62.50 = \$122.25 6" TAP = \$64.75 + \$62.50 = \$127.25

FH WATER SALES #2876:

\$50.00 PER 1000/gal

(.05 cents per gal)

CONSTRUCTION METERS

\$300.00 one time/non-refundable fee plus usage

SUPPRESSION LINES:

MONTHLY BASE FEE \$33.50

INSTALLATION FEES:

4" LINE: \$7,200.00

6" LINE: \$8,800.00

8" LINE: \$11,100.00

AUTOMATIC BANK DRAFT PROGRAM FORM

Creek County RWD#2 has a program that will make bill paying easy. It is the "Automatic Bank Draft Program". It will save you time and money.

- No check to write
- No stamp to buy

- No trip to the water office
- No worry about bills when you are out of town

Creek County RWD#2 automatically deducts your water bill from your checking or savings account every month.

How bank drafts work...

WITNESS:___

- You will receive your water bill as usual each month.
- You will have approximately 5 days to contact Creek County RWD#2 if you have questions about the bill.
- Deduct the amount of your water bill from your checking or savings account records.
- The rest is handled by your bank, credit union or savings and loan. Your water bill will automatically be paid on the 16th of each month as shown on your bill.

To enroll in the Automatic Bank Draft Program...

Simply complete this authorization form and attach a voided check, Return the form to:
Creek County Rural Water District #2
2425 W 121st St South
Jenks, OK 74037
(918) 918-299-5712 fax

If you have any questions about this program, call us at (918) 299-4448.

PLEASE ATTACH A VOIDED CHECK.

CREEK COUNTY RURAL WATER DISTRICT #2

2425 W. 121ST ST SOUTH JENKS, OKLAHOMA 74037-6904 (918) 299-4448 (918) 299-5712/FAX

WEBSITE WWW.CCRWD2.COM

Office Hours: 8:00 a.m. to 5:00 p.m., Monday thru Friday Emergency Number: 918-299-4448

After hours payment drop box located on east side of building.

Bank Drafts and Board Policies are available at our office and our website.

The Board of Directors' Meetings are the 2nd Tuesday of each month, 5:30 p.m., in the District office.

Welcome new customer. We are glad to have you as a member of the District. We have included a few policies and answered some frequently asked questions.

It is a violation of District By-Laws to have a double hookup; only one home or business may be served through the meter. There are no exceptions to this policy. A separate business, garage apartment, visitors' cottage, travel trailer being used for occupancy, all require the purchase of an additional Benefit Unit. If you have questions on this policy, please contact the District Manager and discuss the matter with him/her.

Payments are due on the 1st of the month and delinquent after the 16th of the month. Bills are mailed to the customers about ten days before the 1st of each month. If you do not receive one by the end of the month, please call the office. After the 16th of each month, a 10% penalty is added to the account. If the 16th occurs on a weekend, payment must be in our drop box by 8:00 a.m. the following Monday to avoid a penalty charge.

Bank drafts that automatically deduct your water payment on the 16th of each month are an option for our customers. Please call the office if you are interested in this payment method; there is no charge for this service.

Service disconnections on past due bills will occur any time after the first day of the following month after the bill was due. A \$125.00 charge will be added to the account if the service is disconnected. Full payment of the past due amount and the \$125.00 disconnect charge must be made before the service will be reconnected. Service reconnections will only be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Rental property is the responsibility of the owner, and water bills are only sent to the owner. It is the responsibility of the owner to notify the renter of the amount owed, or to collect the amount and make the payment. If the renter signs up for automatic draft payment with us, both they and the owner will receive a bill. That is the only exception to this policy.

Be sure to Call Okie at 1-800-522-6543 (<u>www.CallOkie.com</u>) anytime you will be doing outside digging. This free service will locate all utility lines. Private lines are not part of this service.

<u>PLEASE REMEMBER</u> to call the office anytime that you experience pressure fluctuations or see standing water. We check out every potential problem. <u>PLEASE</u> call the office if you get a new phone number or a cell phone. It is important that we keep contact numbers current in case of an emergency.

Once again, welcome to the District. We strive to provide the best service possible to all our customers.