

**APPLICATION AND SERVICE AGREEMENT,
INCLUDING LIVESTOCK, SWINE OR POULTRY HOUSES**

AGREEMENT made this _____ day of _____, 20____, between RURAL WATER DISTRICT #14, a Rural Water District organized under the laws of the State of Oklahoma, (hereinafter called "District") and _____, (hereinafter called "Member"),

WITNESSETH:

The undersigned hereby make application for water service for one residence or one business in the said District and agrees to the following conditions:

Pay a service connection fee at a cost of \$700.00 and a meter deposit of \$100.00 per residence (\$100 deposit for a business; \$100 deposit per poultry house or swine house). The meter is not to serve more than one residence or business. If it is later learned that the meter is being used to serve more than one residence or business, the Member will be subject to Board action, which can result in the loss of water service.

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

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

Members shall comply with all requirements of state and federal law, including but not limited to obtaining a "perc" test and/or permits required by law for water service to Member.

If, after water is made available, the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the District, re-connection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the District.

The laws of the State of Oklahoma, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing and as may be amended from time to time are made a part of this Agreement as though fully set out herein.

The Member shall install, at his own expense, a service line from the District owned meter to the point of use. It is the responsibility of the Member to install a pressure reducing device at Member's expense. The Member shall have full responsibility for payment for all water passing through the meter installed by the District. Any leaks found on the Member's side of the meter shall be the responsibility of the Member as to both payment to the District for water lost and to repair of the line.

The Member shall hold the District harmless from any and all claims or demands for damage to real or personal property due to interruptions in service. The Member agrees to grant the District 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 District, on such forms as are required by the District.

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

the furtherance of, its business operations and/or discontinuance of service. District shall have the right to remove any of its property from the Member's premises.

The Member shall be responsible for payment for all water which passes through their meter including, but not limited to, usage by renters or third parties.

If there has been a discontinuance or disruption of the use of water by the Member, the District shall not be obligated to reconnect the meter or allow further purchases through said meter until all debts owed the District or accumulated unpaid bills for such meter have been paid in full.

The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. The District will not accept responsibility for losses which might occur due to such necessary interruptions.

Member agrees that District shall not be liable for losses which might occur due to interruptions to service caused by changes in pressure, loss of water supply, storms, strikes, floods, or causes beyond its control.

Representatives of District shall have the right at all reasonable hours to enter upon Member's premises to read and test meters, inspect piping and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by Member or to disconnect service for unpaid bills.

A water meter will be installed only after all forms, applications, easements, are completed, all fees paid and final approval is made by District Board or Manager.

Member understands that if the property to be served is on a "hill top" above 600 feet elevation and the water pressure drops below the State minimum pressure requirement, Member may install a free flo tank and/or a pump on Member's side of the meter at Member's expense. If Member installs such tank/pump, he agrees to equip the pump with an automatic low-pressure cut off switch so that Member's pump will not lower the pressure of other customers to the point that their pressure falls below the State pressure requirement. In the event Member chooses not to install a tank/pump, District reserves the right to remove the meter.

Pursuant to Oklahoma Administrative Code 252:626, Public Water Supply Construction Standards, there shall be no cross connections made or maintained between the water system of the District or any other system (private or otherwise) and that all new structures constructed within the District shall, prior to service connections, comply with the plumbing standards of the State of Oklahoma. Cross connections from two or more sources of water is unlawful. A consumer may have a well or pump from a pond, but there must be an air gap of at least six (6) inches or two pipe diameters, whichever is larger, above the overflow or drain pipe, or, in lieu of an air gap, the installation of a reduced pressure zone backflow prevention device will be considered. To allow maintenance on the backflow prevention device, the design shall include a diversion line with equal backflow prevention. Backflow prevention devices cannot be located in a pit or vault where it can become submerged. Maintenance of the backflow prevention devices, on the customer's side of the meter, will be the owner's responsibility. This maintenance shall include an annual third party inspection. A copy of the Annual Inspection Report and Certification must be provided to District stating that the backflow prevention device is working properly. In addition, all sewage disposal systems shall comply with the standards contained in Oklahoma Department of Health Engineering Bulletin Nos. 600, 0587 and 0575.

Representatives of the District, the Oklahoma Department of Environmental Quality and local Health Department shall have the right at all reasonable hours to enter upon consumer's premises for the purpose of inspection and enforcement of this provision. Failure to comply will result in service termination.

IN THE EVENT SERVICE WILL INCLUDE LIVESTOCK, SWINE OR CHICKEN HOUSES, THE FOLLOWING PARAGRAPHS SHALL BE COMPLETED:

The undersigned requests from Rural Water District #14 a water meter to service _____ chicken house(s). Water used through this meter is to be the _____ main or _____ backup source of the water supply.

I/We **have at this time** the present source(s) of usable water in place. Please check all that apply: Rural Water _____, storage tank(s) _____, well(s) _____, pond(s) _____ or lake(s) _____.

I/We **plan to have** in place the following source(s) of usable water: Please check all that apply: Rural Water _____, storage tank(s) _____, well(s) _____, pond(s) _____ or lake(s) _____. If storage tanks, how many _____, capacity of _____ gallons per tank.

The District further reserves the right to require the Member to install a storage tank and to limit pressure or flow if necessary to ensure service for existing domestic use. Further, in the event that service for livestock and poultry consumption causes service to domestic users to be reduced in pressure or quantity, the District shall have the right to restrict or discontinue such livestock and poultry consumption. It shall be within the sole discretion of the District to determine when and what steps shall be taken to ensure continuous and stable service to its domestic users. Member agrees to comply with conservation orders issued by the District impacting upon the use of water during the hot summer months, or in other periods of time, and understands that the failure to comply will constitute cause for disconnection of Member's service.

If the meter serves livestock, swine or poultry houses, and if at any time this meter is used for domestic purposes, the undersigned will first be required to get a visual inspection of an existing septic system or a perc test and final approval of a new septic system from the Department of Environmental Quality and supply Rural Water District #14 with copies of same. Failure to do so will result in loss of this meter.

APPLICANT (Print Name)

Sequence # _____.

APPLICANT (Print Name)

MM# _____

Signature of Applicant

Tap fee \$700.00

Mailing Address

City State Zip

Deposit \$100.00

Home Phone

Chicken Houses \$100.00 each house

Business or Cell Phone
(His) _____ (Hers) _____

Social Security Numbers of Both Applicants