

RURAL WATER DISTRICT No.2
NEW BENEFIT UNIT APPLICATION
ROGERS COUNTY, OKLAHOMA

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned, being the owner of or occupier of land located within the above Rural Water District, hereby makes application to said District for **one** water service (s), and if water service is made available by said district, agrees to the following conditions:

1. Purchase or cause to be purchased one benefit unit for each water at the unit price of **\$1,500.00**.
2. Pay a minimum monthly meter charge of **\$20.00** per month for **-0-** gallons of water for each water service from the time service is made available by the District, and pay for additional water used at the rates set out in the schedule adopted by Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. When the Rules and Regulations of the District provide that water users will read their own water meters and remit payments without notice, water users will read their own water meter and on the first day of each month or the earliest date thereafter, and remit the payment of each months water bill not later than the 5th day of the month following the month for which the bill is due as set forth in the water rate schedule. Bills not paid on the 16th of the month shall be subject to a 10% late charge. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of the service.

When the Rules and Regulations of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District on or before 5th day of the month following the month in which the water is used and the undersigned agrees to pay said service bill on or before the 16th day of the month in which the bill rendered, or be subject to a late charge of 10%. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of the service.

4. The water service supplied by the District shall be for the sole use of the undersigned; The undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell, or sub-meter from one property to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the By-laws and the Rules And Regulations of said District, reconnection shall be upon the conditions set out in the By-laws and the Rules And Regulations of the District.

6. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

7. The laws of the State of Oklahoma, the By-laws 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.

8. The tracts to which each Benefit Unit is to be assigned are specifically described as follows:

Property Address:

Legal Address:

Signature _____ **Date**

Warranty Deed _____

Contact Name

By-Laws Bklt _____

Current Address
Phone # _____

State ID: _____

Exp. Date: _____

**RURAL WATER DISTRICT NO. 2
ROGERS COUNTY
METER TAMPERING LAW
TORTS**

**Ss 23. Public Utilities–Definitions–Fraud–Penalties–Civil Liability-
Exemptions**

IT SHALL BE UNLAWFUL FOR ANY PERSON, WITH INTENT TO
DEFRAUD A UTILITY, TO:

1. Alter, tamper with, injure or knowingly allow the altering, tampering with or injuring of any pipeline, meter, meter seal, or other equipment used by utility to deliver or register services;
2. Prevent any installed metering device from registering correctly the quality of service passing through such metering device;
3. Make or cause to be made any connection between any pipeline, meters, or other equipment in such manner as to prevent the correct registration of service by any metering device, or to otherwise use water without the consent of the utility; or
4. Supply or cause to be supplied any utility service to any person without such service first passing through the metering device provided by the utility for measuring and registering the quantity of service.

Any person who is convicted of violating the provisions above shall be guilty of a misdemeanor punishable by payment of a fine of not more than One Thousand Dollars (\$1,000.00), or by imprisonment in the county jail for a period not to exceed six (6) months, or by such fine and imprisonment.

If a civil action is brought by a utility against a person, said person may post a bond, cash or other security with the utility in an amount equal to the value of the service alleged to be unlawfully used or diverted. Upon posting of said bond or cash, and until final disposition of the case, the utility shall restore to said person any service which it may have terminated.

Nothing in this section shall be construed apply to licensed and certified contractors while performing usual and ordinary service in accordance with recognized standards.

Signature