



Consolidated Rural Water & Sewer District #1 of Jefferson County  
 P O Box 97 Hastings, OK 73548  
 Office 580-963-3161 Fax 580-963-2551  
 Email jeffcorwd@pldi.net

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\_\_\_\_\_ **Acct#**

**WATER USERS AGREEMENT**

This agreement entered into between the CONSOLIDATED RURAL WATER AND SEWER DISTRICT #1 OF JEFFERSON COUNTY, OKLAHOMA, hereinafter called the "District" and

\_\_\_\_\_,  
 Member(s) of the District (hereinafter called "Member" whether one or more).

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Service Request For (check all that apply):  Single Family Residence  Mobile Home  
 Commercial Tap  Pasture Tap  Irrigation  Other(Explain) \_\_\_\_\_

**WITNESSETH**

WHEREAS, Member is the owner of the following described real property:

**LEGAL DESCRIPTION:** \_\_\_\_\_

\_\_\_\_\_

**Driving Directions:** \_\_\_\_\_

\_\_\_\_\_, and

WHEREAS, the member desires to purchase water from the District and to enter into a Water Users Agreement as required by the Bylaws 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 shall furnish, subject to the provisions of this agreement, as well as the limitation set out in the District's Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the above-describe real property.

A water meter will not be installed upon the above-described real property until the property has received an approved septic system by the Department of Environmental Quality;

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excluding farm taps. The Cost for Benefit Unit is \$1250.00 The cost of the Benefit Unit, as well as any additional costs, such as highway bore; road bore, etc., shall be paid prior to any meter being installed.

The Member hereby grants to the District, its successors and assigns, a perpetual easement in, over, under, and above-described real property, with the right to erect, construct, install and lay and therefore use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described real property.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or other points of use. Member's service line shall connect with the distribution system of the District at a place mutually agreed upon by and between the District and the Member which is consistent with the Rules and Regulations of the District, provided the District has determined in advanced that the system is of sufficient capacity to permit delivery of water at that point. The point so determined is hereafter referred to as the "point of service."

**MEMBER ACKNOWLEDGES THE FOLLOWING:**

- THE DISTRICT MUST MAINTIAN PRESSURE WITHIN ITS WATER DISTRIBUTION SYSTEM SUFFICIENT TO SUPPLY THE ENTIRE DISTRICT;
- PRESSURE WITHIN THE DISTRICT'S WATER DISTRIBUTION SYSTEM CAN FLUCTUATE AND MEMBER HAS BEEN ADVISED TO INSTALL AND MAINTAIN A PRESSURE REDUCING VALVE (PRV) ON MEMBER'S SIDE OF THE METER IN ORDER TO CONTROL WATER PRESSURE FLOWING TO MEMBER'S DWELLING OR OTHER POINTS OF USE;
- MEMBER IS SOLELY RESPONSIBLE FOR REGULATING THE PRESSURE OF WATER FLOWING FROM THE DISTRICT'S METER TO MEMBER'S DWELLING OR OTHER POINTS OF USE; AND
- MEMBER HAS BEEN ADVISED TO INSTALL AND MAINTAIN A VALVE IN AND UPON MEMBER'S SERVICE LINE BEYOND THE DISTRICT'S METER IN CASE THE NEED FOR EMERGENCY SHUT OFF ARISES.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the District.

The Member agrees to purchase a Benefit Unit at a fee consistent with the policy of the District. The fee paid for the Benefit Unit is not a deposit, and provided service is made available, it will not be refunded. The Benefit Unit fee includes membership in District and entitles the owner to water service from the system through one (1) meter. The Member does not purchase or own

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the water meter. All materials included in a meter installation are owned, operated and maintained by the District.

The District shall purchase and install a cutoff valve and water meter at each point of service. The District shall have EXCLUSIVE right to use such cutoff valve and water meter. The Member shall be responsible for any damage done to the meter installation through negligence of the Member or anyone acting on behalf of Member.

THE MEMBER ACKNOWLEDGES THAT THE DISTRICT'S PRIMARY PURPOSE IS THE DELIVERY OF POTABLE WATER TO ITS MEMBERS FOR DRINKING AND OTHER HOUSEHOLD USES ONLY. THE DISTRICT'S DISTRIBUTION SYSTEM IS NOT DESIGNED TO FACILITATE DISTRIBUTION OF WATER FOR FIRE PROTECTION OR IRRIGATION PURPOSES.

In the event the District does not have sufficient resources to meet the needs of all of its members, the District may prorate available resources, including water, among the various Members on such conditions as is deemed equitable by the District. Such conditions may include, but not be limited to, establishing a schedule of hours when water may be used for irrigation purposes, prohibiting the use of water for irrigation purposes, and taking all measures necessary to ensure that Member adheres to the conditions established by the District. If at any time the total water supply shall be insufficient to meet the needs of all the Members, the District will prioritize water usage in the following order:

1. Drinking, then
2. Household Use, then
3. Watering livestock, and then
4. Irrigation of any crops.

The Member agrees not to connect any present or future source of water located on the above-described property to any water lines served by the District's distribution system. Member agrees to disconnect from Member's present water supply prior to connecting to and switching to the District's distribution system and shall eliminate present or future cross-connections in Member's system.

The Member may connect Member's service lines to the District's distribution system and may commence to use water from said distribution system on the date the water is made available to the Member by the District. Water charges to the meter shall commence on the date service is made available, regardless of whether the Member connects to the system.

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

1. Bills are mailed out by the last day of the month and are due the 15<sup>th</sup> of the following month. If Member does not receive a bill by the 5<sup>th</sup> of the month, Member should contact the district's office. Failure to receive a bill DOES NOT release Member from any obligation to pay the amount due by the due date. The District mails all bills out at the same time and the District cannot control the Post Office delivery system.

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2. Any amount not paid by the 15<sup>th</sup> of the month will be subject to a penalty of ten percent (10%) of the delinquent amount.
3. Failure to pay the past due amount by the 6<sup>th</sup> of the following month will result in the water being shut off from the above-described real property.
4. In the event it becomes necessary for the District to shut off the water from the above-described real property, a fee of **\$50.00** will be charged for reactivation of the service for the 1st disconnection. Each subsequent disconnection of service will have a \$75.00 reactivation fee added to the account.
5. If the District's meter is pulled for any reason, Member must pay all past due bills, plus a minimum bill for the number of months it was not in service, plus a 50.00 reactivation fee before the meter will be reinstalled.
6. If Member is executing this water user agreement as a transfer of a benefit unit from a previous member, any outstanding balances on the transferring member's account will automatically become Member's responsibility. There will be a **\$125.00** transfer fee that must be paid along with paper work.
7. The District has 90 days to install a meter from date Member returns a signed Water Users Agreement to the office of the District along with the membership fee and other penalties and fees that may be due and owing as described previously herein. Member acknowledges that if the meter requires a line extension, the time of installation may require longer than 90 days due to the need for engineering and permitting.
8. When a membership is transferred before the 15<sup>th</sup> of the month the new member will be responsible for the current bill. If the membership is transferred after the 15<sup>th</sup> of the month the previous owner of the membership will be responsible for the current bill. No transfer will be made until both the Water User's Agreement and Transfer form are in the District's office. Any transfers received on the 15<sup>th</sup> of the month will not be completed until the following business day which will make the previous owner

IN WITNESS WHEREOF, we execute this Agreement this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Member sign

\_\_\_\_\_  
Member print