

**RURAL WATER DISTRICT NO 5**  
**OKMULGEE COUNTY**  
10410 LOBLOLLY RD  
HENRYETTA, OK 74437  
okmulgeecountyrd5@gmail.com  
(918) 652-2308

## **MEMBERSHIP APPLICATION AND AGREEMENT**

This application and agreement, between the Okmulgee County Rural Water District No. 5, Henryetta Oklahoma, hereinafter called the Association, and

\_\_\_\_\_ a  
member of the Association, hereinafter called the Member.

Whereas, the Member desired to purchase a Benefit Unit Membership for water from the Association, and to enter into a users agreement as required by the By-laws of the Association.

Now therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The association shall furnish, subject to the limitations set out in the Rules and Regulations and the By-laws and those hereinafter provided for, such quantify of water as the Member may desire in connection with his occupancy of the following described property:

QUARTER \_\_\_\_\_ SECTION \_\_\_\_\_ TOWN \_\_\_\_\_ RANGE \_\_\_\_\_

The Member hereby grants the association, its successors or 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 and inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

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 place of use. The Member agrees to pay for the water service at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Member agrees to purchase or cause to be purchased, one Benefit Unit for each water service at the unit price of \$1950.00, which will be considered a donation to the Association, and is non refundable.

Any water line extension or road crossing required to obtain service will be the expense of the member and must be installed by the Water District. All charges for this construction must be paid in advance.

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 the District, reconnection shall be upon the conditions set out in the By-laws and Rules and Regulations of the District.

Applicant is to contact the County Health Department for soil percolation test and papers of such must be submitted to Association before Benefit Unit can be installed. Member also agrees that water will not be plumbed to any dwelling for household use until the County Health Department has made a final inspection approving the sewage system whether new or old. ( New systems must be inspected prior to system being covered.)

The water service supplied by the district shall be for the sole use of the undersigned; the undersigned agrees he will not extend or permit the extension of pipes for the purpose of transferring water from one

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property to another, nor will he share, resell, or sub-meter water to any other consumer. Each Meter service shall supply water to only one residence or business establishment, with the necessary and usual outbuildings located on land within the District.

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 or the State and Local Health Department 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 the provision shall be grounds for disconnection of service.

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.

This Benefit Unit Membership shall entitle the owner thereof to one service connection for the property located in \_\_\_\_\_ County, Oklahoma.

This Benefit Unit follows the owner of land unless the owner of land designates otherwise in writing. All charges against the account must be paid before the Benefit Unit can be transferred to the new owner and the necessary transfer forms completed by the buyer and seller and approved by the Board of Directors. This Benefit Unit cannot be transferred to another location without the approval of the Board of Directors of Rural Water District No. 5.

\_\_\_\_\_

\_\_\_\_\_  
(Print) Property Owner's Name, Billing Address and Phone No.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
DATE

PLEASE NOTIFY OFFICE OF ANY CHANGES.

In Witness Whereof, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplication of original.

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
(SEAL)

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