

AGREEMENT OF “SHARED UTILITY CUSTOMER”
(CREEK-2 WATER / GLENPOOL WASTEWATER COLLECTION SERVICES)
WITH CREEK-2 AND GLENPOOL

The Parties hereto are:

- (1) Creek County Rural Water District No. 2 (“Creek- 2”);
- (2) the City of Glenpool and the Glenpool Utility Services Authority (collectively “Glenpool”); and
- (3) the following current or new Creek-2 Water Customer (the “Customer” and, together with Glenpool and Creek-2, the “Parties”):

[PRINT NAME]

[Include all necessary identifying information, to include Customer name, service address and Creek-2 account number.] _____ [PRINT ADDRESS]

The purpose of this agreement is to enable Creek-2 water customers who rely on Glenpool wastewater collection and disposal services (such water and wastewater collection services, the “Combined Services”) to secure the necessary connections and to make arrangements for payment of applicable Combined Service utility charges.

WHEREAS, the Customer wishes to continue or commence to receive water service from Creek-2, but utilize wastewater collection (sanitary sewer) services provided by Glenpool, thereby becoming a “Shared Utility Customer,” as that term is defined in a certain Agreement of Settlement, Compromise and Release executed by Creek-2 and Glenpool (the “Settlement Agreement”); and

WHEREAS, Creek-2 has agreed with Glenpool that Creek-2 shall bill and collect for Glenpool wastewater collection services provided to such Shared Utility Customers in all incorporated areas of Glenpool that are located within either of the “Permissive Area” or the “Released Area” as those terms are defined in the foregoing Settlement Agreement, subject to the conditions set forth in this agreement.

THEREFORE, the Parties hereby agree as follows:

1. The Customer’s property where the water and wastewater collection services (“Combined Services”) are to be provided is within either the “Permissive Area” or the “Released Area,” as those terms are defined in the Settlement Agreement and as depicted on the attached map of Glenpool Territory.

2. Creek-2 and Glenpool agree that they will comply with all applicable federal, state and local laws, regulations, policies and procedures related to the provision of the Combined Services.

3. The Customer will accept and honor all billings submitted by Creek-2 for wastewater collection services provided by Glenpool.

4. If the Customer fails to pay any portion of any bill submitted by Creek-2 to said Customer, regardless of whether the portion not paid relates to potable water or wastewater collection service, Creek-2 shall be permitted to terminate water service to said Customer until all obligations associated with the Combined Services, plus applicable assessments, interest, penalty and re-connection fees, if any, are paid in full.

5. Glenpool has the right to collect all payments, in whatever form they may take, related to the connection of the Customer to the Glenpool wastewater collection system, from the Customer before such connection is made. Such payments shall be equivalent to those payments required of any of Glenpool's other utility customers who are connected to the Glenpool wastewater collection system.

6. Creek-2 shall bill and collect for Glenpool wastewater collection services provided to the Customer and shall remit corresponding payments to Glenpool, provided that such payments are due to Glenpool regardless of whether Creek-2 is successful in collecting the payment of such bills from the Customer.

7. Creek-2 shall affirmatively condition the initiation of water service to any subsequent water customers at the Customer's address connected to the Glenpool wastewater collection system upon the execution of an agreement similar in scope to this agreement.

8. Creek-2 and Glenpool hereby release each other of all claims that could arise from the provision of the Combined Services.

9. Customer shall pay all reasonable costs incurred by Glenpool associated with connecting the Customer's property to Glenpool infrastructure associated with wastewater collection service to Customer's property directly to Glenpool as a condition for commencing wastewater collection service.

10. Except as otherwise provided herein, each Party to this agreement shall bear their respective costs and attorneys' fees, if any.

11. This agreement shall inure to the benefit of and be binding upon all successors and assigns of the Parties

12. This agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of the State of Oklahoma.

13. In the event of any controversy or dispute relating to or arising out of this agreement, the prevailing Party shall be entitled to recover reasonable costs and expenses, including without limitation attorneys' fees and other costs actually incurred.

14. This agreement sets forth the entire understanding between and among the Parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.

15. No term or provision of this agreement may be amended, waived, released, discharged or modified in any respect except in a subsequent written agreement signed by all the Parties.

16. This agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

17. This agreement does not grant any rights to any person or entity who or that is not a Party to this agreement.

18. Glenpool and Creek-2 warrant that they have followed all procedural and statutory requirements associated with public entities (proper posting of an agenda, public meeting, public vote, etc.) in gaining the approval and signatures necessary to make this a binding agreement.

PERMIT # _____

CUSTOMER

Signature: _____ Dated: _____

Printed Name: _____

CITY OF GLENPOOL

Signature: _____ Dated: _____

Printed Name: _____

Position: Glenpool City Manager, or his/her designee

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Printed Name: _____

Position: Glenpool City Manager, or his/her designee

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Printed Name: _____

Position: Executive Director of the Board, or his/her designee

Date Received from Glenpool _____

Date Signed Copy Returned to Glenpool _____