

RURAL WATER DISTRICT NO. 2-C MONTGOMERY COUNTY, KANSAS

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned being the owner or occupier of land located within the above Rural Water District, hereby makes application to said District for 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 service at the unit price of \$2,000.00 plus all construction cost of meter installation. (A benefit unit entitles the holder to one water service connection).

2. Pay a minimum monthly meter charge, to be established by the Board of Directors, for each water service from the time service is made available by the District, and pay for additional water used at the rate set out in the adopted schedule. Any changes made in the rate schedule by the Board of Directors shall become a part of this agreement.

3. Water meters will be read by the District and a service bill for water used shall be rendered by the District on or before the 1st 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 30th day of the month in which the bill is rendered, or be subject to a late charge of \$15. 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. Representatives of the District shall have the right at all reasonable hours to enter upon consumers' 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 consumers.

5. 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 water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

6. 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 & the Rules and Regulations of the District, as amended from time to time.

7. 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.

8. The laws of the State of Kansas, the By Laws of the District, and 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.

9. The tract or tracts to which each benefit unit is to be assigned are specifically described as follows: (legal description of the property being served) _____

10. Each application for water service, when approved, shall be a covenant by all owners of perpetual easement for location of District main or lateral service lines upon the lands of said owners, without additional compensation, and whether or not fully described hereinabove. The District will normally locate lines about five feet inside the fence line, but reasonable variation is contemplated.

11. If the water service connection is to provide water to a residence or a business, applicant agrees to provide the District with a proper percolation test as required by the Kansas Department of Health and Environment, before the service is installed in accordance with the percolation test design and that an inspection will be requested from the County Sanitarian before the system is covered.

a. Such installation must comply with Kansas Department of Health and Environment Rules & Regulations regarding potential siphoning back to RWD #2-C System. Applicant agrees that should a resident or business be connected to the service in the future, proper procedures will be followed with regard to the State Health Department approval of the Sewage System. Failure to do so shall result in a discontinuance of service.

12. The benefit unit cost is \$2,000.00 plus \$90 for Feasibility Study. Applicant agrees to pay any additional extension charges. All system construction is performed by the District or its contractor.

13. The District requires payment in full of extension cost on availability of service and reserves the right to require some payment before construction begins. Extension charge not made within thirty days of completion of the extension will be assessed a 1.5% per month late fee.

Name (print or type) _____

Address (mailing) _____

Town _____ Zip Code _____

Phone # _____ (Daytime)

Signature _____

Date _____

RETURN ONE COMPLETED COPY TO RWD #2-C Montgomery Co. - P. O. Box 420,
Ochelata, OK 74051

**Keep one copy for applicant file.

DRIVING DIRECTIONS TO PROPERTY: _____