

**Rural Water District No. 7  
Osage County, KS**

**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, 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 water service at the unit price of \$6000.00. Your paid Benefit Unit is a donation and not refundable.
2. In cases where the benefit unit is transferred to the undersigned, the transferee must sign this application within 30 days of the application being mailed to said transferee. If the transferee fails to fill out, sign and return this application to the District within 30 days, then service shall be disconnected until said signed application is submitted.
3. Pay a minimum monthly charge for each water service from time service is made available by the District, and pay for additional water used at the rate set out in the rate schedule adopted by the 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.
4. The current fees/rates and reconnection charges per the District's Rules and Regulation are as follows:
  - 1) Monthly minimum: All benefit unit holders/patrons shall pay a monthly minimum sum of \$38.00. This monthly charge shall apply to all benefit units, whether or not water is actually used during that month (i.e. "0" use meters).
  - 2) Capital Improvement/Infrastructure Fund: Out of the monthly minimum there will be \$5.00 which shall be earmarked and set aside in a separate account for District improvements and infrastructure needs.
  - 3) Rate per 1,000 gallons: The rate per 1,000 gallons used for all benefit unit holders/patrons (excluding wholesale customers) is: \$9.00 per 1,000 gallons used. The \$9.00 per 1,000 gallons used rate shall only apply to benefit unit holders/patrons consuming over 1,000 gallons in a given month. (For example, a patron that used 2,990 gallons will be billed \$18.00 plus the monthly minimum, while a patron consuming 3,010 gallons would be billed \$27.00 plus the minimum.)
  - 4) All patrons of former Rural Water District #1 will pay a monthly acquisition fee of \$25.00 for 20 years effective from the first month of obtaining water from Rural Water District #7.
  - 5) Insufficient/Returned Check Charge: Any person who submits a check for payment of costs or fees that is returned or marked insufficient shall be assessed a \$30. fee by the District.
  - 6) Indicate whether this Benefit Unit is solely for the use as residential\_\_\_\_\_ or business purposes\_\_\_\_\_.

Meters will be read by a representative of the District on approximately the 20<sup>th</sup> day of the month and payment of the month's water bill shall be no later than the 16<sup>th</sup> day of the month following the month for which the bill is due as set forth in the water rate schedule. Constant flow users will pay their fixed payment by the same date. Bills not paid on the 16<sup>th</sup> day of the month shall be assessed a twenty dollar (\$20.00) late charge and subject to interest on any unpaid balance at a rate of 18% per annum until said delinquent bill is paid in full. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in a discontinuance of the service.

The re-connection charge for restoration of service, if re-connection is authorized and approved under the provisions of the By-Laws of the District, after each suspension of service because of delinquent payment or for other infraction of the Rules, shall be the unpaid amount charges to date against the consumer's benefit unit, (\$20.00) late charge plus eighteen percent (18%) interest per annum on the delinquent balance, and a sum of \$200.00 to cover reasonable cost of labor necessary to make such re-connection.

5. The water 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 and Rules and Regulations of the District.

7. The undersigned agrees that he will make no physical connection between any private water system and 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 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.

9. The minimum monthly payment is due beginning thirty (30) days from purchasing date of new meter or date service begins, whichever is earliest.

10. It is the responsibility of the undersigned applicant to pay for any road boring and extension of line or expenses from the Water District's existing water lines to the place the meter is to be installed. The user will pay for construction costs provided by a contractor (which shall be designated by the Water District), prior to any construction of an extension line. The user, upon completion of the project, will pay any additional installation expenses caused by unforeseen obstructions, such as buried rock formations. The District shall be responsible for the costs associated with obtaining easements for the extension line. The Water District, through an authorized representative, shall inspect the line before it is covered. Once the line has been inspected and approved, it will be the District's maintenance responsibility up to the meter only. All material and labor associated with furnishing the initial water meter, meter housing, meter installation and tapping the undersigned's service line into the District's main is the District's responsibility and is covered by the unit price set forth in paragraph #1 herein.

11. The tract to which the Benefit Unit is to be assigned is specifically described as follow:

Applicant Information:

Co-Applicant (i.e. spouse/co-tenant/etc.)

Name (please print):

Name (please print):

Signature:

Signature:

Mailing Address:

Mailing Address:

Social Security No.:

Social Security No:

or

or

KS Driver's License No:

KS Driver's License No.:

Date of Birth:

Date of Birth:

Phone No.:

Phone No.:

Employer:

Employer:

Date:

Date:

Rural Water District No. 7, Osage County, approves and accepts the aforesaid application for water services subject to the terms and conditions of this agreement and additional requirements, if any, set by the Board of Directors.

\_\_\_\_\_  
Chairman, on behalf of  
Rural Water District No. 7

\_\_\_\_\_  
Date

pc\rwd\application

**ruralwater@rwd7osage.com**