

APPLICANT'S NAME(s) ON DEED - PRINT: \_\_\_\_\_ Date Applied: \_\_\_\_\_

Applying as (Check box):  Deeded owner  Trust  LLC  Partnership  Authorized Agent  Other: \_\_\_\_\_

**The completed Statement for Sales Tax Exemption sheet must accompany this application.**

## **RURAL WATER DISTRICT NO. 5**

**COWLEY COUNTY, KANSAS**

### **APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT**

(A separate application shall be made for each Benefit Unit to be purchased)

The undersigned, being the deeded individual owner(s), trustee(s), or authorized agent of land located within the above Rural Water District, hereby make(s) application to said District for water service, and if water service is made available by said District, agree(s) to the following conditions:

1. Purchase or cause to be purchased one benefit unit membership fee for each water service at the price of **\$4,000.00**. This does not include the installation expense which will be charged to the new member. This consideration paid for said Benefit Unit shall be considered a donation to the District and shall in no event, and under no circumstance, be refunded to the applicant. **THE ONLY EXCEPTION IS WHEN THE DISTRICT IS UNABLE TO COMPLETE AN EXTENSION DUE TO REASONS BEYOND THE CONTROL OF THE APPLICANT OR UNABLE TO OFFER SERVICE TO THE APPLICANT AT THE NOTED LOCATION.**
2. Pay a minimum monthly charge of **\$40.00** for each water service from the time service is made available by the District, and pay for all water used/metered 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 part of this agreement as though fully set out herein.
3. When the Rules and Regulations of the District provide that the District will read the water meters, a service bill for water used/metered shall be rendered by the District on or before the 5<sup>th</sup> day of the month following the month in which the water was used/metered and the undersigned agrees to pay said service bill on or before the 15<sup>th</sup> day of the month in which the bill is rendered or be subject to a late charge. Failure of the District to submit a service bill shall not excuse the undersigned from the obligation to pay for the water used/metered when the bill is submitted. Failure to pay a bill by the shut off date on the bill as rendered shall result in discontinuance of the water service and shut off service charge. Water service will remain shut off until all charges are paid in full. Six (6) months of non-payment triggers forfeiture of the meter as outlined in the District Forfeiture Policy.
4. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees to not extend or permit the extension of pipes for the purpose of transferring water from one property to another, will not 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. A mobile home constitutes a residence.
5. 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 the Rules and Regulations of the District.
6. The undersigned agrees that no physical connection will be made 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/metered for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
7. 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.
8. Any sale, transfer, inheritance, putting into Trust, or change in Deed for the property with the water service must be reported to the District Office.
9. A non-refundable \$250.00 application fee accompanies this application. This fee is charged by our engineering firm and is **non-refundable**.

10. Landowners are ultimately responsible for any and all charges incurred on meters they own.

11. The Statement for Sales Tax Exemption must accompany this application.

Daily Water Requirements for Water Users

Water will be used for the following purposes:

Agriculture,  Church,  Commercial,  Government,  Residence,  School, OR

Mixed percentage: (specify mix): \_\_\_% \_\_\_\_\_, \_\_\_% \_\_\_\_\_

Number of residences on property where water will be accessed \_\_\_\_\_

- 1. Number of persons \_\_\_\_\_ x 50 gallons \_\_\_\_\_ Gallons
- 2. Cattle (Include Dry Dairy Cows) \_\_\_\_\_ x 20 gallons \_\_\_\_\_ Gallons
- 3. Dairy (Average Number Milked) \_\_\_\_\_ x 35 gallons \_\_\_\_\_ Gallons
- 4. Horses \_\_\_\_\_ x 12 Gallons \_\_\_\_\_ Gallons
- 5. Hogs \_\_\_\_\_ x 4 Gallons \_\_\_\_\_ Gallons
- 6. Sheep \_\_\_\_\_ x 3 Gallons \_\_\_\_\_ Gallons
- 7. Poultry \_\_\_\_\_ x 2 Gallons \_\_\_\_\_ Gallons
- 8. Agricultural Production \_\_\_\_\_ Gallons
- 9. Water use for public institution, industrial installation, commercial establishment or agricultural production \_\_\_\_\_ Gallons

**Total estimated daily water requirements in Gallons (Total 1-9): \_\_\_\_\_ Gallons**

My present source of water is from: Well  Cistern  Pond  None

Address where meter is to be installed: \_\_\_\_\_

Complete Legal Description: S\_\_\_\_\_ T\_\_\_\_\_ R\_\_\_\_\_

**\*A completed Statement for Sales Tax Exemption sheet is included as a part of this application.\***

\_\_\_\_\_  
Legal Signature of Applicant as  deeded owner of record,  trustee,  partner,  
 general manager,  authorized agent, etc

\_\_\_\_\_  
Legal Signature of Applicant as  deeded owner of record,  trustee,  partner,  
 general manager,  authorized agent, etc

Current mailing address for billing purposes: \_\_\_\_\_

Cell Phone Numbers: \_\_\_\_\_ cell; \_\_\_\_\_ cell/home

Date of this Application: \_\_\_\_\_

If a party applying for a Benefit Unit does not follow through with a purchase of membership within 90 days after it has been approved by the Board of Directors, and an estimate has been sent, this application will lapse.

**THIS SECTION FOR OFFICE USE ONLY**

- Paid \$250.00 Application Fee Ck # \_\_\_\_\_  Approved by Board on Date: \_\_\_\_\_
- Paid \$4,000.00 Membership Fee Ck # \_\_\_\_\_  Proof of Ownership: \_\_\_\_\_
- Paid Estimate of \$ \_\_\_\_\_ Ck # \_\_\_\_\_  Returned signed easement on Date: \_\_\_\_\_
- Sales Tax Statement returned and % category marked:  
 taxable  exempt