Leavenworth Rural Water District No. 7

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Application for Benefit Unit Service

The undersigned being the owner of the land located within the above Rural Water District herby 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 purchase one benefit unit for water service at the unit price of $_____

(The benefit unit application fee hereby submitted is non-refundable and is used to pay for the study to determine availability) - (A copy of the Recorded Warranty Deed with the full Legal Description must be given at time of application for water district records).

NOTE: If road crossing is needed a minimum cost of $400.00 will be added to cost of Benefit Unit. If road crossing contains rock; the district's contractor's price per foot for rock bores will be charged if total installation cost exceeds $400.00.

Applicant's Name: _____

Property Address: _____

Billing Address: _____

Telephone Numbers: Home _____ Cell _____ Work _____

Email: _____

2. Pay a minimum monthly charge for each water service from time of service is applied for and approved 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 monthly 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. The District will bill for service on or before the 30th day of the month on which water is used and the undersigned agrees to pay said service bill on or before the 18th day of the month in which the bill is rendered, or be subject to a late charge of $10.00. Failure of the District to submit a service bill shall not excuse the undersigned from his/her obligation to pay for the service rendered. Failure to pay a bill by the 18th of the month following the month in which the bill is rendered shall result in a notice of delinquency/discontinuance of service being mailed and if service is disconnected, a reconnection fee. Non-payment may result in forfeiture of the benefit unit and removal of the meter in accordance with the District By-Laws.

4. Water Service supplied by the District shall be for the sole use of the undersigned, the undersigned agree that he/she will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he/she share, resell, or submeter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

Meters shall be made accessible to District personnel at any and all times outside fences, free and clear of shrubs, brush, trees, any debris or foreign substance. Animals must be restrained from interfering with reading of the meter and inspection and repair by the district or its contractors.

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 Regulation 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 he/she will make no physical connection between any private water system and the water system of the District. Representatives of the District any at any reasonable time come on the premises where the meter is being used for the purpose of make 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. The legal description of the tract of land to which this Benefit Unit is to be assigned is specifically described in the attached Recorded Warranty Deed:

The undersigned hereby acknowledges they have read this application and certify that the information they have given is true and correct.

Signature of Applicant: _____ Date: _____

Account # _____	Check____	Credit Card _____

BENEFIT UNIT APPLICATION PROCEDURE

1. Must have a copy of **Recorded Warranty Deed** along with Full Legal Description of property for Leavenworth Rural Water District No. 7 records.

2. Application of Water Service and Easement (water districts engineer will write easement with legal description for patron to sign) are to be filled out and Easement to be notarized.

3. A $90.00 (5/8 x ¾ & 1) & a $90.00 (1 ½ & 2) Benefit Unit Application Fee (Non-refundable) is to be given to the water district along with the Application, Easement, Deed & Full Legal Description of property.

4. Water district will fax legal description to the Engineer. A study will be done (takes 1–2 weeks).

5. Study is given to the Board of Directors at monthly meeting (last Tuesday of each month) and the Board approves or disapproves.

6. The district office will send you a letter stating the Benefit Unit was approved in which you will have 180 days (6 months) to act upon this notification and pay the $4,000.00 (non rd.-crossing) or if road crossing is needed a minimum cost of $400.00 will be added to cost of Benefit Unit. If road crossing contains rock or the district's contractor's charge for the rock bore, it will be paid by the applicant if total installation cost exceeds $400.00. If disapproved, we will send a letter stating reason for disapproval. If the district does not have a water line on your property (or across the road), you may be required to enter into a water line extension agreement and pay the cost of that extension before a Benefit Unit may be approved for your property. You will also be required to give the water district an easement on your land for location of water line(s), meters and fixtures on your property.

7. Upon payment for the Benefit Unit, and all Utility locates are made the meter will be scheduled for installation. The water district will install the water meter. Any connection to the water meter after installation will be the patron's responsibility. All water product passing through the meter will be billed and paid by the Benefit Unit holder. All service line connections to the meter will be sole responsibility of the Benefit Unit holder. Furthermore, it is the responsibility of the Benefit Unit holder to notify the water district of any leaks whatsoever.

8. Upon payment of the Benefit Unit and any water line extension costs required, you will begin receiving a monthly water bill for your indebtedness (regardless of the benefit unit begin installed).

A Benefit Unit Certificate is issued to you for your right for water. When the property is to be sold from the Benefit Unit Certificate holder, (the owner), execution of an assignment to the purchaser will need to be performed. This assignment is located on the back of the Benefit Unit Certificate and requires signatures of both parties. Upon execution of the Benefit Unit Certificate, the certificate needs to be sent to the water office to issue a new Benefit Unit Certificate to the new owners of the property.

Please keep this certificate in a safe and secure place.