



JEFFERSON COUNTY RURAL WATER DISTRICT #13

**1951 Wellman Road
Lawrence, KS 66044**

**(785) 842-1502
www.jfrwd13.com**

BENEFIT UNIT APPLICATION AND WATER USER'S AGREEMENT

The undersigned hereby makes application to said District for one (1) water service, using the standard 3/4 x 5/8 water meter (unless specified otherwise), and agrees to the following conditions for the application process:

- A. The completed REQUEST FOR WATER SERVICE FEASIBILITY STUDY has been submitted to the District's engineering firm and the firm has confirmed that the District's system has the capacity to supply water service at the location designated on the request.
- B. The designated location lies within the boundaries of the Jefferson County Rural Water District #13. If the designated location is outside of the boundaries of the District, that property is available for attachment to the District and the process to attach the area into the District has been initiated by the District. Any attachment of property will be completed by executed County Commission Order before construction begins. The Applicant shall cooperate fully with the District in the attachment of lands to the District.
- C. The applicant agrees to be responsible for all disclosed fixed and variable costs provided by the District in extension of service. In addition, the applicant agrees that unknown subsurface conditions may exist, such as rock or buried structures, and that these unknown conditions will result in additional variable charges that must be paid by the Applicant. The District may, but is not required to, alert the Applicant when these unknown conditions are encountered, and the same shall be paid regardless of lack of notice. A description of any known additional estimated charges will be provided to the applicant by the District prior to signing this application, but this shall not be a limitation on additional charges for these unknown conditions. Additional charges may include, but are not limited to: easement fees, road crossings, county permit fees, additional construction costs (e.g. rock excavation, etc.), and existing line upgrades. The cost of the service line (the line from the meter to the house, business, building, etc. for actual use) is not included and is solely the responsibility of the applicant. By signing this application, the applicant agrees to pay any and all fixed costs, variable costs and any other charges as outlined in the Benefit Unit approval letter or as later may be incurred by the District in extending the service.
- D. The applicant is the legal owner of the property.
- E. The applicant may, at any time, appear before the Board with questions, comments, and special requests during the regularly scheduled monthly Board meetings (held at the District Office at 7:00 pm on the third Thursday of each month). If you plan to attend a meeting, please contact the District Office at least 4 business days prior to the regular meeting to be added to the agenda.

Upon approval by Jefferson County Rural Water District #13, the applicant agrees to the following:

1. The cost of the Benefit Unit and any other costs of extending service must be paid in full and in advance of any installation. Any additional charges must be paid after the installation is complete. Service to a new meter cannot begin until all charges and costs are paid. Benefit Units that require new water main construction and multi-lot developments may be given a different payment schedule in writing (attached, if applicable). The applicant has the responsibility for providing the service line, including any specifications that the District may require in special circumstances.
2. Pay a minimum monthly charge for each water service from the time a Benefit Unit number is issued and service is made available by the District. In addition, the undersigned shall 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 shall become a part of this agreement. Water service shall be considered available to the consumer when water is available at the main water line running to the property, or when said main adjoins, abuts or otherwise is located so as to provide access to a connection to the property, as determined by the District. If the patron requests a delay in installing mains upon their property or installing other facilities in order to allow connection to the District's system, so as to prevent service from being available as contemplated by this

Agreement, then the date of issuance of the Benefit Unit will be considered the date water service is available for purposes of billing for the minimum monthly charge.

3. The undersigned agrees to adhere to the Bylaws and the Rules and Regulations of the District.
4. The water service supplied by the District shall be for the sole use of the undersigned. The undersigned agrees not to extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor to share, resell, or sub-meter water to any other consumer. Each Benefit Unit shall entitle the owner to, not to exceed, one line from the District's water system. Each line shall serve, not to exceed, one primary residence, farm, or business establishment together with usual out buildings.
5. If after water service is made available and the same is discontinued or disconnected for any purposes, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the District.
6. The undersigned agrees to 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 the conditions set out in the Bylaws and the Rules and Regulations of the District may result in disconnection of water service.
7. The laws of the State of Kansas, the Bylaws 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.
8. The tract to which the benefit unit is to be assigned in specifically described as follows:
Sketch a brief map and show the location of driveway and mark with an X which side of the driveway you would like your meter placed.

Name	Phone
Mailing Address	Property Address (if different)
City, State, Zip	

By signing, I indicate that I have read and agree to adhere to the Benefit Unit Application and Water User's Agreement, the Bylaws and the Rules and Regulations of Jefferson County Rural Water District #13.

By signing, I indicate that I am the current owner of the described property; however I am not applying for water service in this district. The person submitting this application has a legitimate legal contract to purchase my property and I am aware that this application has been submitted for the purpose of obtaining water service on the property under contract.	
Signature	Date

Signature _____ Date _____

Application Accepted by: _____ Date of Approval _____