

RURAL WATER DISTRICT 1  
POTTAWATOMIE COUNTY, KS  
5035 FLUSH ROAD  
ST. GEORGE, KANSAS 66535  
PHONE # 785-456-2452

## **WATER USERS AGREEMENT**

1. Agrees to follow the rules and regulations of the district.
2. **Must provide the district with current and keep up to date contact information (email and phone number)**
3. **Benefit Units belong to and follow the property. If you are the owner and rent, you are still responsible for the bill.**
4. From the time the meter is installed you must pay a monthly minimum where or not you use water. You must also pay for the water use at the rate set by the district. Members are responsible for water used because of leaks. If bill is excessive because of the leak and or member is having financial difficulties, payment arrangements can be made. Payment would be current usage plus a percentage of remaining bill. Any changes to monthly minimums or water use rate charges by the board of directors of the district shall become a part of this agreement as fully set out herein.
5. Water users will be sent a bill around the first of the month. Bills not paid by the late date on the bill shall be subject to a late fee. Failure to pay the bill by the first of the following month could result in discontinuance of service.
6. Water service supplied by the district shall be for the sole use of the undersigned. The undersigned agrees that they will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will they share, resell, or sub-meter water to any other person or customer. Each service shall supply water to only one residence or business establishment located on the land within the district.
7. The undersigned agrees that he will make no physical connection between any private water systems and the water system of the district. At any reasonable time representatives of the district may come to the premises where the water is being used for the purpose of inspecting to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
8. **It is the property owner's responsibility for notifying the district of their intent to sell or rent or change of renters. It is the owners' responsibility to provide the district with the new owner or renter's name and phone number, email and date of transfer. The owner will be responsible for any water used up until notification from the owner. Date should be the date as recorded in the courthouse for owners selling property.**
9. 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.
10. No drains may empty toward the meter pit. All meters in livestock areas must be protected by a fence in a 10 foot radius. Location of meter will be determined by the district. Meter pits may not be covered by landscaping, or have trees planted within 10 feet. Meter pits cannot be behind fences without access large enough to allow equipment to pass through. Any changes in grading after the installation of the meter or relocation of pit will be at owners expense.
11. The district is not responsible for damage to any irrigation system or any other systems connected to the district's water supply. Any damage caused to the district's meter pit or water system by the installation of private system or failure of such system, will be at the owner's expense.
12. The district or its representatives must have unhampered access to the water meter, meter pit, valves, lines or any other appurtenances over and across the property. Any violation of this access may result in loss of service to the property. Any valve, meter pit, or hydrant damaged will be at the expense of the owner. The district will not be responsible for any damage to fencing, buildings or obstacles placed over water line or utility easements with water lines due to repair, replacement or failures of the water system components. The district will not be responsible for re-installing or re-erecting fences removed to repair or replace district water system equipment. Any cost to the district for obtaining access will be billed to the owner.

The undersigned, being the owner/renter of land located within Rural Water District No. 1 of Pottawatomie County, KS, hereby makes application for water service, and if water service is available, agrees to the above stated conditions

\_\_\_\_\_  
Owner/Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner/Renter

\_\_\_\_\_  
Date