

Rogers Mesa Domestic Water Company

Application and Agreement for New Membership and New Water Service Connection

This Application is dated _____. This Application shall become the Agreement between Rogers Mesa Domestic Water Company ("RMDWC") of PO Box 428, Hotchkiss, CO 81419, and _____, of _____ ("Applicant") when the Applicant is declared a Member and this Application has been executed by both parties.

1. RMDWC is a not-for-profit, membership organization that provides domestic water service to its Members for single-family residential use within its service area. The service area is generally described as Rogers Mesa, Delta County, Colorado. The Board of Directors of RMDWC is authorized to annually offer a limited number of new Memberships together with new service connections to individuals who meet RMDWC's criteria for Membership and to establish procedures for awarding such new Memberships, including by lottery in the event the number of qualified applicants exceeds the number of new Memberships to be offered. **The Board of Directors has stipulated that no person who has interest in three or more taps is eligible to apply for a new tap, unless an exception is approved by the board prior to application.**

2. Applicant warrants that it is, as of the date of making this Application, qualified for Membership in RMDWC; that all the information contained herein is true, complete, and accurate; and that the Applicant will promptly notify RMDWC if any information changes. Initial all that apply:

_____ A. The Applicant is presently a Member in good standing of RMDWC under the name _____ and service connection serving the residence at _____.

_____ B. The Applicant is the owner of land, including an existing, occupied residence, located at _____, within the RMDWC service area, and not presently served by a domestic water company.

_____ C. The Applicant is the owner of vacant land within the RMDWC service area, located at _____.

_____ D. The Applicant has not received a new Membership in the Company, for water service to any address, within the preceding 3 years.

_____ E. All RMDWC water taps presently owned by the Applicant are in full use and are permanently connected to single-family residences.

F. Please explain the purpose of this service connection and provide and additional information we should know: _____

_____ (use the back of this page for additional space).

3. The Parties agree to the following terms & conditions:

A. The Parties agree that this Application is the complete Agreement between the Parties;

B. The Applicant agrees, if it becomes a Member, to abide by the By Laws of RMDWC, as amended;

C. As Member, and owner of the property served by the service connection, the Applicant agrees to be solely responsible for the timely payment of all water charges to that address. RMDWC will not collect water charges from a non-Member (tenant) except under special circumstances approved by the Board.

D. The Applicant agrees to, and hereby gives permission for, RMDWC, its officers and/or employees, to enter the premises described above for the purpose(s) of inspecting, maintaining, and/or repairing the water delivery system. In the event that RMDWC seeks to exercise this clause, and except in exigent circumstances, it agrees to provide at least 24 hours notice to the Member by leaving a message at the phone number provided below, as updated; it is the responsibility of the Member to notify the occupant.

E. If a Statement for water charges remains unpaid for 30 days after the date appearing on the billing statement the parties agree to the following procedure:

i. RMDWC can assess a late fee in an amount to be determined from time-to-time by the Board, and giving 2 weeks from the date appearing on the late notice to pay water charges plus late fee before incurring further charges and facing possible shut-off of water service;

ii. If the account remains unpaid after the expiration of the 2-week period referred-to above, RMDWC shall have the right to shut-off water service to residence at the address identified in this Application and Agreement.

iii. RMDWC shall not impose deadlines shorter than those specified in this Section. Not observing strict adherence to the time-frames shall not be construed as a waiver of any time-frames or other remedies.

4. Membership Fee:

A. The amount of the Membership Fee shall be set from time-to-time by the Board.

B. A one-time Membership fee, in the amount of \$15,000.00, is to be paid as follows: one-half tendered with this Application; one-half within 30 days of successfully being named a Member under this year's lottery, or other method for

allocating new Memberships.

C. RMDWC will hold the deposit checks until new members are determined, will promptly deposit the checks of successful applicants, and promptly return those of unsuccessful applicants. If any check(s) are returned for insufficient funds, the Membership will go to the applicant in the next position.

D. The monthly membership service charge is due from the date of completion of the installation of the water meter; and will be apportioned, if applicable, to cover a partial billing period.

E. RMDWC agrees to promptly refund of amounts received in payment of Membership fee if:

i. If Applicant is unsuccessful in obtaining a Membership in this year's lottery, or other method for allocating new Memberships

ii. If technical issues prevent meter installation

iii. If new member fails to hook-up within time-limitations determined by RMDWC.

iv. If installation of water meter has been completed and has not been paid-for, this cost, plus a reasonable administrative fee, will be deducted from any refund to the Member.

5. New Membership Selection Procedure:

A. A procedure for allocating new Memberships will be determined from time-to-time by Board.

B. If a lottery is the procedure selected, the procedure and schedule to perform the lottery is set out in the addendum to this Application and is incorporated herein by this reference.

6. Installation of new service connection:

A. RMDWC will install a water meter, back-flow preventer, and pressure regulator and make the connection to the to the RMDWC water main at the address given above. Scheduling of this installation will be coordinated between RMDWC Superintendent and the Applicant.

B. The Applicant agrees to be responsible for the costs of all hardware, hardware installation, and associated expenses incurred to provide domestic water to the address of this Application. Installation costs may be substantial depending on numerous factors, some of which may become apparent only after work has begun. RMDWC may be able to provide a non-binding estimate of installation cost after this Application has been submitted and approved.

B. The Applicant agrees to be solely responsible for connecting the water line from the meter to the residence. RMDWC strongly recommends the installation of a pressure tank on the residence side of the meter and back-flow preventer system. The applicant agrees to pay, indemnify, and hold RMDWC harmless for any and all damages and/or consequences of applicant's failure to properly install and maintain the pressure tank.

C. The Applicant agrees that there shall be no cross-connection between the RMDWC water system and any other water source, including a domestic well; and agrees to pay, indemnify, and hold RMDWC harmless from any and all

damages and/or consequences, including health impacts resulting from failure to comply with this provision.

D. RMDWC agrees to turn-on the water service at the meter within a reasonable time after being notified that the water connection to the residence is complete, pressure-tested, and ready to use.

E. Initial applicable paragraph:

_____ **Applicant agrees to make the connection from the water meter to an existing residence within 1 year of water meter installation.**

_____ **Applicant for water tap to serve new construction agrees to make the connection from the water meter to the new residence within 3 years of being awarded new Membership.**

F. **If Applicant fails to connect residence to water meter as agreed above, the Membership is terminated** and the Company shall refund the Application Fee, less a reasonable administrative fee. This Membership termination shall not require further Board action nor notice to the Applicant although, upon request, the Board may consider extenuating circumstances and provide appropriate relief.

Signature of Applicant

date

Applicant's name printed

Contact information:

Applicant's mailing address:

Phone number(s):

Email address:

RMDWC by the President

date

Date Application received:

Application reviewed by and date: