

# PUBLIC WATER DISTRICT #12 CASS/BATES WATER USERS AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_

The Undersigned being the owner and occupier or rental occupant of land located within the Public Water Supply District #12, hereinafter District for rural water service, hereby makes application to the District, and agrees to fully comply with the following conditions:

1.
  - A. To become an owner/occupier of rural water user and purchase a new meter connection, I herewith tender \$ \_\_\_\_\_, (or the actual cost of installation, whichever is greater) for meter setting, service line, and contribution to organization and planning expenses, plus a \$ \_\_\_\_\_ meter deposit, of which \$ \_\_\_\_\_ will be refunded when occupant vacates the property, unless in the case where the final bill will be deducted from the deposit and the remainder of the deposit will be refunded. A reconnect fee of \$ \_\_\_\_\_ may be charged and this fee is a non-refundable service fee.
  - B. To become an owner/occupier of rural water user, I herewith tender \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ will be refunded when occupant vacates the property, unless in the case where the final bill will be deducted from the deposit and the remainder of the deposit will be refunded. A reconnect fee of \$ \_\_\_\_\_ may be charged and this fee is a non-refundable service fee.
  - C. To become a rental occupant of rural water user, I herewith tender \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ will be refunded when occupant vacates the property, unless in the case where the final bill will be deducted from the deposit and the remainder of the deposit will be refunded. A reconnect fee of \$ \_\_\_\_\_ may be charged and this fee is a non-refundable service fee.
2. To pay a minimum monthly meter charge for the service connection and for all water which flows through the meter at the rate provided for in the "District's" rate schedule. Any charges to the minimum monthly charge and/or rate schedule deemed necessary by PWSD #12 Board of Directors shall become part of this agreement as though fully set out herein.
3. PWSD #12 regulations provide that the undersigned, as a rural water user will:
  - a. Receive the bill at the first of each month. (Bills are mailed the last working day of each month.). Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted.
  - b. Remit payment no later than the 10<sup>th</sup> of the month due.
  - c. Add a 10% penalty for each payment submitted after the 14<sup>th</sup> of the month due.
  - d. Have service disconnected, without notice if payment is not received by the 15<sup>th</sup> of the month. Service will not be restored until all accrued charges have been paid, in full, including a \$50.00 reconnect fee. Reconnection will be made the next working day. Any non-emergency after hours (Monday-Friday, 8:30a.m. to 5:30p.m.) call will be charged an additional \$75.
  - e. Protect metering equipment from damage by machinery, environmental conditions, and external force.
  - f. Pay for damages to the metering equipment caused by the undersigned.
  - g. Grant easement for the transmission of water over, under, and across any property interest abutting the roads along which rural water lines are planned.
  - h. Not extend, or permit the extension, of waterline from one property to another for the purpose of transferring water, reselling water, or sub metering water to another customer, or potential customer. Each meter service shall supply water to only one residence or business establishment located on land within the District.
  - i. Make NO PHYSICAL CONNECTION between any private water system and PWSD #12 system. PWSD #12 representative may come at any reasonable time on the premises where the water is being used for the purpose of inspection to enforce this provision. If in the judgment of the representative of the District, cross connection protection is required through either piping modification or installation of an approved backflow prevention device, due notice shall be given to the consumer. The consumer shall immediately comply by providing the required protection at their own expense; and failure, or refusal, or inability on the part of the consumer to provide such protection shall constitute grounds for discontinuing water service to the premises until such protection has been provided.
4. The Undersigned agrees that in the event the property being served by the water connection meter, applied for herein, should be annexed by any city or municipality, the undersigned will not sign a petition, or cooperate with or encourage the filing of a petition, to cause any part of such District to be detached or excluded from the District and be served with water by any municipal corporation. This agreement may be enforced in law or equity, including injunctive relief.

5. The Water User agrees to abide by the district's Lead Ban Policy prohibiting any lead based material to be used in remodeling or new construction.
  
6. Missouri State Laws and PWS #12 By-Laws, rules and regulations, as presently existing, and as may be amended from time to time, is part of this agreement as though fully set out herein.

DATE \_\_\_\_\_ APPLICANT SIGNATURE \_\_\_\_\_

2<sup>nd</sup> APPLICANT SIGNATURE \_\_\_\_\_

PRINTED NAME OF APPLICANT \_\_\_\_\_

PRINTED NAME OF 2<sup>ND</sup> APPLICANT \_\_\_\_\_

PAID BY  CHECK# \_\_\_\_\_  
 CASH  
 CREDIT CARD# \_\_\_\_\_

PROPERTY/MAILING ADDRESS \_\_\_\_\_

APPLICANTS DRIVERS LICENSE OR SSN \_\_\_\_\_ CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

2<sup>ND</sup> APPLICANTS DRIVERS LICENSE OR SSN \_\_\_\_\_ CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE#---- \_\_\_\_\_ HOME, \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

Date Installed if New Meter \_\_\_\_\_

Read Sequence \_\_\_\_\_

\_\_\_\_\_  
DISTRICT EMPLOYEE SIGNATURE

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