

Public Water Supply District #6 of Bates County

117 W. Ohio St.

Butler, MO. 64730

Phone: (660) 679-6516

WATER USERS AGREEMENT

THE UNDERSIGNED, BEING THE OWNER AND OCCUPIER OF LAND LOCATED IN THE PUBLIC WATER SUPPLY DISTRICT, HEREBY MAKES APPLICATION TO SAID DISTRICT FOR ONE WATER SERVICE CONNECTION AND IF WATER SERVICE IS MADE AVAILABLE BY SAID DISTRICT, AGREES TO THE FOLLOWING CONDITIONS:

1. TO BECOME A WATER USER OF THE DISTRICT, HEREBY TENDER \$_____ FOR COST OF MATERIALS FOR THE WATER SETTING, SERVICE LINE AND CONTRIBUTION TO ORGANIZATION AND PLANNING EXPENSES. ALL OTHER COSTS WILL BE PAID BY THE WATER USER. A DEPOSIT OF \$_____ FOR LAND OWNERS. A DEPOSIT OF \$_____ FOR RENTERS. THIS DEPOSIT IS SUBJECT TO REFUND ONLY AS FOLLOWS:
 - a. IF SERVICE IS MADE AVAILABLE, NO REFUND WILL BE MADE
 - b. IF I AM INCLUDED IN THE ENGINEERING PLANS BUT THE LINE IS NOT BUILT, I WILL RECEIVE, ON REQUEST, A PRORATED REIMBURSEMENT BASED ON PRELIMINARY ENGINEERING AND ORGANIZATION EXPENSES.
 - c. IF MY LOCATION IS NOT CONSIDERED FEASIBLE AND IS NOT INCLUDED IN THE ENGINEERING PLANS, I WILL, UPON REQUEST, RECEIVE FULL REIMBURSEMENT.
2. PAY A MINIMUM MONTHLY METER CHARGE PER MONTH FOR WATER SERVICE CONNECTION FROM TIME SERVICE IS MADE AVAILABLE BY THE DISTRICT AND PAY FOR ADDITIONAL WATER USED AT THE RATE SET OUT IN THE RATE SCHEDULE ADOPTED BY THE BOARD OF DIRECTORS. RATES ARE SUBJECT TO CHANGE.
3. METERS WILL BE READ ON MONTHLY BASIS BY THE DISTRICT. PAYMENTS RECEIVED BY THE 16TH OF EACH MONTH ARE ON TIME
4. **PAYMENTS RECEIVED AFTER THE 16TH WILL BE ASSESSED A LATE FEE.** FAILURE TO PAY YOUR BILL BY THE 30TH OF SAID MONTH WILL RESULT IN DISCONTINUANCE OF THE SERVICE. IF LANDOWNER'S METER IS LOCKED FOR NON-PAYMENT AND LOCK IS REMOVED, DEPOSIT WILL BE RAISED TO \$200. IF METER IS LOCKED FOR NON-PAYMENT MORE THAN ONCE, YOUR DEPOSIT, EITHER OWNER OR RENTER WILL BE DOUBLED.
5. THIS WATER SERVICE SHALL BE FOR THE SOLE USE OF THE UNDERSIGNED. THE UNDERSIGNED AGREES THAT HE WILL NOT EXTEND, SELL, SHARE, RESELL OR SUB-METER WATER FROM ONE PROPERTY TO ANOTHER.
6. THE UNDERSIGNED AGREES THAT HE WILL NOT INSTALL OR MAINTAIN TO ANY PREMISES WHERE ACTUAL OR POTENTIAL CROSS-CONNECTIONS TO THE PUBLIC SYSTEM MAY EXIST. NO CONNECTION SHALL BE INSTALLED OR MAINTAINED WHEREBY AN AUXILLIARY WATER SUPPLY AND THE METHOD OF CONNECTIONS AND USE OF SUCH SUPPLY SHALL HAVE BEEN APPROVED BY THE WATER SURVEYOR AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. THE USER ALSO SHALL HAVE HIS PREMISES OPEN FOR SURVEYS AND ON REQUEST BY THE WATER SURVEYOR SHALL FURNISH INFORMATION ON WATER USE PRACTICES. PROTECTION IS

REQUIRED ON ALL SERVICE LINES BY A BACKFLOW PREVENTION ASSEMBLY AND AN APPROVED AIR GAP SEPARATION OR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY WHERE, IN THE JUDGEMENT OF THE WATER SURVEYOR, THE MISSOURI DEPARTMENT OF NATURAL RESOURCES A POSSIBLE IMMEDIATE AND DANGEROUS HAZARD TO HEALTH COULD EXIST DUE TO A POSSIBLE CROSS-CONNECTION.

7. IF, IN THE JUDGEMENT OF THE WATER DISTRICT, LEAD BASE MATERIALS HAVE BEEN USED IN NEW CONSTRUCTION OR MODIFICATIONS AFTER JANUARY 1989 NOTICE SHALL BE GIVEN TO THE CONSUMER, WHO SHALL IMMEDIATELY COMPLY BY HAVING THE LEAD BASE MATERIALS REMOVED FROM THE PLUMBING SYSTEM AND REPLACED WITH LEAD-FREE MATERIALS. IF THE LEAD BASE MATERIALS ARE NOT REMOVED FROM THE PLUMBING SYSTEM, THE WATER DISTRICT SHALL HAVE THE RIGHT TO DISCONTINUE WATER SERVICE TO THE PREMISES.
8. THE LAWS OF THE STATE OF MISSOURI, THE BY-LAWS OF THE DISTRICT AND THE RULES AND REGULATIONS OF THE DISTRICT AS PRESENTLY EXIST AND AS MAY BE AMENDED FROM TIME TO TIME ARE MADE A PART OF THIS AGREEMENT.

THE UNDERSIGNED AGREES THAT HE WILL GRANT A WATER LINE EASEMENT TO THE DISTRICT FOR THE TRANSMISSION OF WATER OVER, UNDER AND ACROSS ANY INTEREST HE MAY HAVE IN REAL PROPERTY BOUNDING THE ROADS ALONG WHICH THE INITIAL WATER TRANSMISSION LINES OF THE DISTRICT ARE PLANNED IN CONSIDERATION FOR THE DISTRICT ACCEPTING THE APPLICATION. THE LOCATION OF DESCRIPTION OF THE PROPERTY TO BE SERVICED BY THE WATER CONNECTION IS:

Signature: _____ **Date:** _____
Printed Name: _____ **SS/DL#:** _____
Physical Address: _____
Mailing Address: _____
Email: _____ **Phone:** _____

<u>Office Use Only</u>	
Meter# _____	Acct# _____
Route _____	
Loc # _____	
Previous Owner/Tenant/Landlord _____	
