

WATER USER AGREEMENT

The undersigned (hereafter "Applicant"), being the owner or occupier of land located within the boundaries of Public Water Supply District No. 1 of Madison County, hereby makes application to said District for a water service connection. If water service is made available by said District, the Applicant expressly agrees to the following legally binding terms and conditions:

1. To become a water user of the District, Applicant hereby tenders the required security deposit and guarantee that bills will be paid in full monthly. The security deposit will be refunded when service is discontinued and all charges and bills are paid in full. Property must be ready for service upon application. If a new connection is needed, the applicant hereby tenders a deposit for a new meter set. Extra fees will apply to a new meter set if rock is encountered in the excavation, if a road crossing is required, if pipe is upsized and/or lengthened, or if any other special arrangements are made for the individual meter set which is beyond the standard. The meter set charge is nonrefundable if water service connection is made and water is made available to the user. The District shall in no event be liable for any damage done, water loss or inconvenience caused by reason of any break, leak or defect in, or by water escaping from service pipes, or from fixtures on the premises of the owner or water user. To avoid a service charge, customers should give two business days notice to have water connected or disconnected.
2. Applicant agrees to pay a minimum monthly meter charge for the water service connection from the 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. Any changes made to rates or fees by the Board of Directors shall become a part of this agreement as though fully set out herein. *Any customer who has relocated within the District or any former customer who has moved back to the District shall not receive service until all of their old accounts and all relevant charges established herein are paid in full. If any person with a past due utility account is residing in a residence receiving water, such water service may, at the sole discretion of the District, be discontinued.*
3. Water meters will be read monthly by the District. Water bills are due on the 1st and become past due after the 10th of each month. Accounts unpaid as of the 11th will incur a 15% penalty. Failure to pay a bill by 5:00pm on the 20th of the month in which the bill is rendered shall result in a delinquency fee charge and discontinuance of the service the following business day.
4. If the Applicant moves or vacates the property or residence, they are responsible for informing the District. Applicant remains financially responsible for all charges at the property until this formal request is made. Service will be disconnected within two business days of Applicant's request. Failure to provide a forwarding address or failure to cash the deposit refund check within 90 days will result in the forfeiture of the deposits to the District.
5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws, reconnection shall be upon the conditions set out by the Bylaws and the Rules and Regulations of the District. Accounts turned over to a collection agency will be charged all associated costs, including but not limited to collection fees, attorney fees, court costs, etc.
6. The meter set is property of the District. **No unauthorized person should operate or tamper with this equipment.** If damage is caused by an unauthorized person, repair cost will be billed to the Applicant on record or property owner. The District is not responsible for leaks, water damage caused by leaks or water loss at and beyond the customer's connection to the meter set. It is recommended that a shut-off valve be installed outside of the meter set for personal use. Contact the office to schedule an appointment to have a meter valve shut off. A service charge will apply for any request with less than 48-hours advance notice.
7. The Applicant agrees that they will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable hour come on the premises where the water is being used for the purpose of making an inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
8. The Applicant agrees that in the event any part of the water system of the property constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter serving this property and shall have the right to sever the service line serving said property. The definition of "lead free" as used herein shall be defined in the Rules and Regulations of the Mo. Dept. of Natural Resources as it now exists or as it may from time to time be changed.
9. The laws of the state of Missouri, the Bylaws of the District, and the Rules and Regulations of the Water District, and this Water User's Agreement, 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. The Applicant agrees that they will grant a Water Line and Utility Access Easement to the District for the transmission of water over, under and across any interest he may have in realty property bounding the roads along which the initial water transmission lines of the District are planned in consideration for the District accepting this application.
11. If the Applicant at any point changes the surrounding grade / ground elevation in the vicinity of any of the District's infrastructure such as water mains, hydrants, valve boxes, water meters, etc., the Applicant will be solely responsible for any expense associated with correcting the issue and bringing the situation back to District compliance.
12. The location or description of the property to be served by the water service connection is:

Customer _____

Address _____ Account # _____

Receipt of \$ _____ in the form of _____ is hereby acknowledged as deposit for rural water supply.

Your meter will be turned on within two business days. Your structure should be ready to accept service at the time of application. The Water District shall in no event be liable for any damage done, water loss or inconvenience caused by reason of any break, leak or defect in, or by water escaping from service pipes, or from fixtures on the premises of the owner or water user.

If your property is served by Junction City Sewer, the City of Fredericktown will bill you for sewer service. This invoice is based on your water usage and will be issued one month after your water usage is calculated. Notice: Pursuant to Missouri state law [250.236], Madison Co. PWSD #1 is required to disconnect water service due to nonpayment of sewer invoices. Pay sewer invoices promptly to prevent water shutoff.

PUBLIC WATER SUPPLY DISTRICT No. 1 of MADISON COUNTY, MISSOURI

1180 Highway OO, Fredericktown MO | 573-783-3460 | madisoncowater.com

APPLICATION for WATER SERVICE

ACCOUNT # _____

Welcome to the Madison County PWSD #1. This form is an application for credit, since water usage is billed after it is used. **Please complete all fields.** Failure to supply all information could result in an increase in deposit requirements or denial of service.

Please Print

Business Name _____

Federal ID/EIN _____ Business Phone # _____

Physical Address _____

Mailing Address (if different from physical address):

_____ Zip+4 _____ - _____

Email Address _____

Owner(s) and/or Person Requesting Service _____

SSN(s) _____ DOB(s) _____

Home Mailing Address _____

Main Phone # _____ Alternate # _____

☐ Own Property
Purchased from _____

☐ Renting/Leasing (Attach copy of Lease Agreement)

**If renting or leasing the property, the following must be filled out completely before water can be turned on.
Please call your landlord if you do not have this information.**

Landlord's Name _____ Phone # _____

Landlord's Address _____

Irrigation System: Y / N Pool: Y / N Multi-Unit: Y / N (If yes, # of units served _____)

Emergency Contact

Name _____ Relationship _____ Phone # _____

Signed By _____ Date _____

MUST INCLUDE COPY OF BUSINESS LICENSE & PROVIDE TAX ID

Your meter will be turned on within two business days. Your building should be ready to accept service at the time of application. The Water District shall in no event be liable for any damage done, water loss or inconvenience caused by reason of any break, leak or defect in, or by water escaping from service pipes, or from fixtures on the premises of the owner or water user. A service charge may be applied for return trips.