

**PUBLIC WATER SUPPLY DISTRICT #1
OF RALLS COUNTY, MISSOURI**

WASTEWATER USER'S AGREEMENT

The Board of Directors passed a sewer rate in April of 2004, which entails averaging winter water usage in the months of December, January, and February for billing sewer throughout the year. The actual rate is \$39.19 minimum, plus \$11.83 for every 1,000 gallons.

Since you are a new customer, and until the winter average can be calculated on your account, the Board has approved an average of the total sewer customers' water usage be utilized. The average winter water usage for this year is 3387 gallons. As a result, your monthly sewer charge will be \$79.26 per month from now through and including March 2027. In March 2027, a new average winter water usage will be calculated, and your new monthly sewer charge will be calculated for the period April 2027 through March 2028.

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The undersigned, being the owner or occupier of land located within the above Public Water Supply District, hereby makes application to said District for _____1_____wastewater service connection(s), and if wastewater service is made available by said District, agrees to the following conditions:

1. To become a wastewater customer of the District, and I hereby tender \$_____as a wastewater deposit and guarantee that my bills will be paid monthly and an additional \$_____for wastewater connection permit and inspection fee charge. The deposit will be refundable upon application when service is discontinued, and all charges and bills are paid in full.
2. Pay a minimum monthly wastewater charge for the service connection, from the time the service is made available by the District and pay for additional if there is a usage over the minimum fee. Bills not paid by the 15th of the month shall be subject to a 15% late charge. Failure to pay a bill by the 25th day of the month during which the bill is due shall result in discontinuance of your water service.
3. Any amount due for wastewater service, which is carried over from one month to the next by the district, shall automatically have a penalty of 15% added each month. This 15% penalty will be added each month as the balance due is carried over as unpaid.
4. The Wastewater service supplied by the District shall be for the sole use of the undersigned: the undersigned agrees that he/she WILL NOT extend nor permit the extension of the pipes or share a line with any one for the purpose of transferring wastewater from one property to another property. One service connection per residence, or business establishment located on the land within the District.
5. It is also understood and agreed that Public Water Supply District #1 of Ralls County Missouri, shall not be responsible for the maintenance or repair of any service line from the residence or business to the main trunk line/sewer main. The property, and the liability, therefore, shall be the responsibility of the owner of the building or residence, who shall be solely responsible for any repairs or replacement or any loss or damage to any property, real or personal, whether owned by the property owner, by the undersigned, or others, as a result of failure of equipment, or any other reasons. This shall include but not be limited to line blockage, and line breakage and any other problems that may be caused. The District shall be held harmless for any expense with regard to the wastewater repair, replacement or damage to any property, real or personal caused by the wastewater.
6. The undersigned agrees that he/she will make no physical connections or hook up to any other piping to the wastewater line executed for sewer use only. No foundation drains, basement drains or roof drains, storm water, groundwater, and subsurface water may be installed into the sanitary sewer lines. The service lateral is for carrying normal domestic waste only. Representatives of the District may at any time come on the premises where the wastewater is being made for the purpose of making inspection to enforce this provision. If this occurs, the property owner will be notified of the problem and given 5 days to correct the problem, or water service will be disconnected until the problem is fixed.

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7. The undersigned agrees that he/she will grant a wastewater line easement to the District for the transmission of the wastewater over, under, and across any interest he/she may have in real property bounding any part of the property which the wastewater transmission lines of the District are planned in consideration for the District accepting this application.
8. The laws of the State of Missouri, 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 thought fully set out herein.
9. The undersigned also agrees to only deliver normal domestic wastewater to the District. Persons shall not deliver any wastewater with a "B.O.D." concentration greater than 250 mg/l and a suspended solids concentration of not more than 300 mg/l. If greater concentration is detected than the undersigned agrees to a surcharge for high concentration of wastewater will be added to the bill of the undersigned. It is also understood that no wastewater will have a "P.H." greater than 10 or less than 6.0.
10. No persons shall discharge into the Districts wastewater mains any water or waste with gas, benzene, naphtha, fuel oil, or other flammable or explosive liquids. No water or waste may contain toxic or poisonous solids, liquids, or gases. No water or waste may contain fats, wax grease or oils in excess of 100 mg/l or have temperatures that exceed 150 F. Also, any waste with iron, chromium, copper, zinc, chlorine, or any objectionable or toxic substances. Only normal domestic waste is allowed in the District wastewater collection system.
11. The District reserves the right to reject any wastewater that does not meet the Rules and Regulation of the District.
12. Delinquent charge after service has been disconnected is payment of account in full plus a multiplier of \$60.00 per disconnects.
13. Water District has a minimum of 24 hours to reconnect the water service for delinquent payment.
14. District will require an inspection of the connection to the system
15. Any person or persons who issue a bad check to the district will be charged a Return check fee according to the Rate Schedule of the Water District. If the return check is issued before the 25th and is not clear by the 25th the service is subject to disconnection.
16. Any person or persons causing damage (by neglect or intent) to the sewer system operated or maintained by the District will be assessed a minimum service call charge of \$25.00 plus any charges involved in the repair or maintenance of the system. This includes but not limited to Labor, Equipment, Materials, and anything else needed in the repair or replacement of District property.
17. Any Person or persons found to be violating any of the District Rules and Regulations regarding Wastewater or State or Federal Laws or Ordinances shall be served by written notice stating the violation and providing a reasonable time limit to correct the problem. If the violation is a safety issue or health and welfare issue, the District reserves the right to stop water service immediately.

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18. Any persons or persons who continue to violate the Rules and Regulation of the District or the State or Federal laws governing wastewater will be fined according to the Rate Schedule of the District.
19. If an emergency arises please call the District office at (573)221-6615. If the emergency is after hours call the office and follow the direction on the recorder.
20. If disconnection of the service line is needed please inform the District, 24 hours in advance. The District will inspect to insure the sewer service is disconnected properly.
21. If an emergency were to arise you may contact the office at (573)221-6615. If after hours, call the office at the same number as above and follow the direction given on the machine.

Reminder: Bills due by the 15th
15% added after the 15th of the month
Disconnection of service on the 25th

X

(Signature)

X

(Name printed or typed)

(Address)

Social Security #

Phone