

# CITY OF CREIGHTON

CREIGHTON, MO

## UTILITY USER'S AGREEMENT

The undersigned, being the owner or occupier of land located within the above water supply district, hereby makes application for utility services, and if service is made available by City of Creighton (herein known as the City), agrees to the following conditions:

1. To become a utility customer (herein known as User) of the City and hereby tender a sum of a **\$150** water meter deposit.
2. The User shall pay a minimum monthly meter charge for the water service connection from time service is made available by the City and pay for additional water used at the rate set out in the rate schedule adopted by the City. Any changes made in the minimum monthly water charge and rate schedule by the City shall become a part of this agreement as though fully set out herein.
3. Bills will be rendered for payment each month for usage of the prior month in which the service was rendered, in the amount as set forth in the rate schedule. Failure of the Owner to submit a bill shall not excuse the user and/ or the property owner from their obligation to pay the bill. Failure of a user to receive a bill is the sole responsibility of the user and the amount due is the responsibility of the user and/or property owner. All bills not paid by 3 PM on the last day of the month shall be deemed late and subject to a ten percent late charge. Failure of the user and/ or property owner to pay an outstanding unpaid bill by 3 PM on the 7th of the month which follows the month after which the bill was or should have been rendered, shall result in the disconnection of service and disconnection shall be made at the Owner's discretion without the necessity of any type of notice to the user and/ or property owner. The service charge of \$50.00 (disconnect/reconnect) according to the rate schedule will be applied after 3 PM on the 8th of the month. If at the discretion of the owner, water is not disconnected, the user/owner will still be charged a service charge according to the rate schedule.
4. The utility service supplied by the City shall be for the sole use of the undersigned; the undersigned agrees that he/she will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he/she share, resell, or sub-meter water to any other consumer. Each member service shall supply water to only one residence or business establishment located on land within the City. Users are prohibited from tampering with their meter and the City utility system in any way and will be prosecuted for any such violations. Refer to the water/sewer/trash ordinance for complete information.
5. Trash service is mandatory and is billed by the City. Trash is picked up on Mondays. Trash bins may be placed at the curb after 5pm on Sunday and must be removed by 6pm on Monday. If your trash is missed, you can call Countywide Disposal to reschedule at 660-679-0717. Trash bins are for the sole use of the undersigned and shall not be removed from property except by city employees.
6. Request to terminate service must be completed in writing at City Hall by the user and/or property owner. Deposits will be applied to any outstanding balance if requested. The City will refund any remaining balance by check or money order within 30 days of the date of disconnection. After 30 days, any unclaimed funds will be forfeited to the City.

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7. The laws of the State of Missouri, the Ordinances of the City, and the Rules and Regulations 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.
8. The undersigned agrees that he/she will grant a water line easement to the City for the transmission of water over, under, and across any interest he/she may have in real property bounding the roads along which the initial water transmission lines of the City are planned in consideration for the City accepting this application.
9. Penalty for violation of this agreement can result in termination of utility services plus a **\$250 per day per violation fine** and any and all other remedies as provided by law.

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OCCUPANT NAME: \_\_\_\_\_

CO-OCCUPANT NAME: \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

CONTACT PHONE#(S) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DO YOU WISH TO RECEIVE PUBLIC ALERTS? ( ) YES ( ) NO

\_\_\_\_\_ Voice Mail Phone # \_\_\_\_\_

\_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_ Text Message Phone #'s \_\_\_\_\_

CHECK ONE: ( ) OWNER ( ) TENANT

(If tenant, Landlord's name: \_\_\_\_\_)

**COPY OF ID AND PROOF OF RESIDENCE REQUIRED**

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

\*\*\*\*\*

**Official use:**

( ) Deposit paid \$ \_\_\_\_\_

check # \_\_\_\_\_ cash \$ \_\_\_\_\_ money order # \_\_\_\_\_

( ) Copy of photo ID

( ) New client added to S.U.B.S to include deposit \*

Account # \_\_\_\_\_

( ) Work order issued for service, Date \_\_\_\_\_

Clerks initials \_\_\_\_\_