

CITY OF ST. CLAIR
SERVICE AGREEMENT FOR WATER/SEWER SERVICE

11. **TAMPERING WITH METER.** It is agreed that the customer shall be responsible for water meter or meter box and shall not cause or permit any person to tamper with, damage or destroy said water meter or meter box or water equipment belonging to the City. This includes the turning water on or off at the meter or permitting others to do so. Such tampering or damage shall be considered a violation of City Ordinances and subject to the code enforcement provisions thereof.
12. **CITY RIGHTS RESERVED.** It is agreed that the City of St. Clair reserves the right to transgress on the described property for the purpose of installing, maintaining, repairing or removing meters, boxes, lines or any other City owned materials or equipment.
13. **OBLIGATION TO FURNISH SERVICES.** It is agreed and understood that the City of St. Clair is under no obligation to furnish water/sewer services under this agreement unless the customer pays all bills as they become due; and it is further agreed that the City of St. Clair may at any time discontinue such service to the customer herein named if customer is indebted to the city for water and/or sewer service as provided by ordinance.
14. **MAIL STATEMENT.** The City agrees that each month it will mail to customer a statement showing the amount due by or before the fifteenth (15th) day following the statement date. The City shall only be responsible for the mailing of said statement to the address on file with the City for receiving water/sewer service and shall not be responsible for its delivery to or receipt by the customer.
15. **SERVICE DEPOSIT.** It is agreed that the customer shall deposit an amount of \$200.00 to insure that all bills hereafter remain paid. In the event that the customer falls to pay any bill or bills after the fifteenth (15th) day, a late charge is assessed. City may at anytime thereafter, at its sole discretion, apply the deposit to amounts owed by the customer. City may thereafter require customer to pay an additional deposit and may withhold service until same is paid. Deposit is to accompany submission of this agreement by customer.

BUSINESS NAME: _____ _____	BUSINESS PHONE NO: _____
CUSTOMER NAME: _____ _____	CUSTOMER PHONE NO: _____
DRIVER'S LICENSE NUMBER: _____ _____	FEDERAL ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____ _____	DATE OF BIRTH: _____
SERVICE ADDRESS: _____ ADDRESS: _____	BILLING _____
IF RENTING, NAME & PHONE NUMBER OF LANDLORD: _____	
<u>SPOUSE / ROOMATE INFORMATION</u>	
NAME: _____	
DRIVER'S LICENSE NUMBER: _____	SOCIAL SECURITY NO: _____ DATE OF BIRTH: _____
PLACE OF EMPLOYMENT: _____	PHONE NO: _____
<u>EMERGENCY CONTACT PERSON:</u>	
NAME: _____	PHONE NO: _____
ADDRESS: _____	
CITY	STATE
ZIP _____	

It is agreed that by submitting this service agreement, customer has read this agreement for water / sewer service; that the information contained

herein is true and correct and the customer agrees to abide by and comply with the code of ordinances of the city of St. Clair as its utility customer.

CUSTOMER SIGNATURE: _____ DATE:

Notice: The user of services will be responsible for any and all collection fees incurred by a collection service for collection of a delinquent account.

CITY USE:

ACCOUNT NO: _____ SERVICE START DATE:

DEPOSIT NUMBER & AMOUNT: _____ CONNECTION FEE: _____ OTHER
FEES: _____

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1. **PURPOSE.** The City of St. Clair is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City will begin service. In addition, when service to an existing connection has been suspended or terminated, the City will not re-establish service unless it has a signed copy of this contract.
2. **PERSONS LIABLE FOR WATER & SEWER SERVICE CHARGES.** The owner of any lot, parcel of land, or premises receiving any of the services of the combined water and sewage systems of the City; the occupant of such premises; and the user of the services shall jointly and severally liable for the payment of the charges for such services to the lot, parcel of land, or premises and all services rendered to the premises by the City shall be only on the condition that the owner, occupant, and user shall be jointly and severally liable therefore to the City.
3. **PENALTY FOR LATE PAYMENT.** It is agreed if any charge for the services of the combined water and sewage systems shall not be paid by the fifteenth (15th) day of the month in which it shall become due and payable, a delayed payment charge of fifteen (15%) of the amount of the bill shall be added thereto and collected therewith.
4. **TERMINATION OF SERVICES FOR NONPAYMENT; REINSTATEMENT; CHARGES.** It is agreed if any bills for the services of the combined water and sewage systems shall remain unpaid for twenty-five (25) days following the rendition of the bill, the water supply for the lot, parcel of land, or premises affected shall be disconnected to delinquent owner, occupant, or user and shall not be continued except on payment in full of the delinquent charges and accrued penalties, in addition to the payment of a charge of twenty-five dollars (\$25.00) or as amended by the City.
5. **CHARGE FOR TURNING WATER SERVICE ON OR OFF; EXCEPTION:** It is agreed by the customer to pay the City's established charges for shutting off and turning on water service.
6. **DELINQUENT ACCOUNTS.** The user of services shall be responsible for any and all collection fees incurred by a collection service for the collection of a delinquent account.
7. **PLUMBING RESTRICTIONS.** It is agreed the following unacceptable plumbing practices are prohibited.
 - a. No direct connections between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or another appropriate backflow prevention device.
 - b. No cross-connection between the public drinking water supply and a private water system is permitted.
 - c. No connection which allows water to be returned to the public drinking water supply is permitted.
8. **SURVEY & INVESTIGATIONS.** It is agreed the customer's premises shall be open at all reasonable times to the City's authorized representatives for the conducting of surveys and investigations of water use practices within the customer's premises to determine whether there are actual or potential cross connections to the customer's water system through which contaminants or pollutants could backflow into the public potable water system. (Customer or representative must be present.) Upon request by the City's authorized representative, the customer shall furnish information on water use practices within his premises. It shall be the responsibility of the water customer to conduct periodic surveys of water use practices on customer's premises to determine whether there are actual or potential cross connections to customer's water system through which contaminants or pollutants could backflow into customer's or the public potable water system.
9. **UNPOLLUTED DRAINAGE TO SANITARY SEWER PROHIBITED.** It is agreed that the customer shall not discharge or cause to be discharged in any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.
10. **WASTES PROHIBITED.** It is agreed that the customer shall not discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - c. Any water or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc; either whole or ground by garbage grinders.

11. **REQUESTED DISCONTINUANCE OF SERVICE.** It is agreed that any customer may request discontinuance of service when moving and/or when the property is sold to another party. Upon termination of service and settlement of all outstanding amounts, any existing agreement will become void and the security deposit will be refunded.