

Bassfield Residential Water Dept. Application

Owner of Home: _____

Name of renter if applicable: _____

Physical Address: _____

Billing Address: _____

Phone Number(s) _____

Driver License number or Social Security number:

Is this a new meter connection or an existing meter? New _____ Existing _____

Does this property have or going to have more than one home hooked to the water meter: _____ If so, how many: _____

Is there a well hooked or going to be hooked up to the home: _____

WATER USERS' AGREEMENT

This agreement entered into between the Town of Bassfield, a nonprofit corporation, hereinafter called the "Association," and

_____ member(s) of the Association, hereinafter called "Member,"

WITNESSETH

Whereas, the Member desires to purchase water from the Town of Bassfield and to enter into a water users' agreement as required by the Town of Bassfield.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Town of Bassfield shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property.

The Town of Bassfield shall install at the Town of Bassfield's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend 20 ft. The Town of Bassfield shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Town of Bassfield at the nearest place of desired use by the Member, provided the Town of Bassfield has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to grant to the Town of Bassfield, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.

whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Town of Bassfield's distribution system as set forth above, the Member agrees to pay the Town of Bassfield a lump sum of (xxx) Dollars (\$) as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

RUS Bulletin 1780-9

Page 3

Water Cut Off Policy

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment by the 15th of the month will be subject to a penalty of five dollars added to the account.
2. Nonpayment within forty-five days from the due date will result in the water being shut off from the Member's property.
3. In the event it becomes necessary for the Town to shut off the water from a member's property, as set by the Town in its rate schedule will charge a \$50.00 reconnection fee.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____,
_____.

Town of Bassfield

Clerk _____

Member _____