CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT #1 OF COOPER COUNTY, MISSOURI

WATER USER'S AGREEMENT

The undersigned, being the owner or occupier of land located within the above Public Water Supply District having previously requested to said district one water service connection and said water service having been made available by said district, agrees to the following terms and conditions:

1. The undersigned agrees to become a water user of the district and has paid the following water meter deposit:

G	3/4-inch meter	\$75.00
G	1 inch meter	\$100.00
G	2-inch meter	\$150.00

The meter deposit is refundable upon application should the undersigned wish to discontinue water service, providing all charges and bills have been paid.

- 2. I agree to pay a minimum monthly meter charge for the water service connection from time service is made available by the district, and pay for additional water use at the rate set out on the rate schedule adopted by the board of directors. Any changes made in the minimum monthly water charge and rate schedule by the board of directors of the district shall become a part of this agreement as though fully set out herein.
- 3. When the rules and regulations of the district provide that water users will read their own water meters and remit payments without notice, water users will read their own water meters on the first day of each month, or the earliest date thereafter, and remit the payment of the month's water bill not later than the 5th day of the month in accordance with the rate set forth in the water rate schedule as established by the District Board. Bills not paid on the 16th day of the month shall be subject to a 10% late charge. Failure to pay a bill by the fifteenth day of the month following the month in which the bill is rendered shall result in discontinuance of the service.
- 4. The water service supplied by the district shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell or sub-meter water to any other consumer. Each meter shall supply water to only one residence located on land within the district.
- 5. If after water service is made available, the same is discontinued or disconnected for any purpose, pursuant to the by-laws and rules and regulations of the district, reconnection shall be upon the condition set out by the by-laws and rules and regulations of the district.
- 6. A cross-connection is defined as any situation which could permit water or other substances of unsafe or questionable quality to flow backwards or be introduced into the water supply lines of the district and thereby degrade the quality of the water and threaten the health and safety of the users of the District's water system. The undersigned states that he does not have nor will he add a cross-connection unless he first informs the District and a cross-connection control device approved by the District is properly installed and maintained as provided in the District's Rules and Regulations. The undersigned consents to authorized representatives of the District to enter their property and buildings to make periodic inspections in order to discover possible cross-connection hazards. Violations of this provision shall be grounds for disconnection of service.
- 7. The undersigned agrees representatives of the district shall have the right at all times to enter upon the water user's premises to read and test meters, inspect piping and to perform other duties for the maintenance and operation of service. The premises must be kept so that water meters are accessible for observation or inspection.

- 8. The laws of the State of Missouri, the 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, or made a part of this agreement as though fully set out herein.
- 9. The undersigned agrees that, if in the opinion of the district it is necessary, he will grant a water line easement to the district for the transmission of water over, under and across any interest he may have in real property bounding the roads along which the initial water transmission lines of the district are planned or located in consideration for the district accepting his application.

PLEASE CHECK THE PRIMARY USE OF WATER __ Household _____ Farming ____ Non-Domestic (business, commercial or industrial) ___ Other (Specify) _____ The applicant certifies the one box marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified. PER DISTRCT'S RULES WATER USER'S AGREEMENT NEEDS TO BE SIGNED AND RETURNED WITHIN 30 DAYS OF RECIEPT OR WATER SERVICE WILL BE DISCONNECTED Name Spouse's Name Address Applicant's Employer Home Phone Spouse's Employer **Business Phone** Owner, Tenant or Other Signature Receipt of \$_____ in the form of _____ is hereby acknowledged (check, cash, etc.) Date Name *If you claim to be a tax-exempt organization you must provide a certificate from the State of Missouri showing you are sales/use tax exempt. Were you previously connected to a private water well? Yes No

IF THE ANSWER TO THE WELL QUESTION IS YES, WE CANNOT HOOK THE CUSTOMER UP TO THE WATER DISTRICT UNTIL THEY HAVE COMPLETED AND SENT A PUBLIC WATER SUPPLY NOTIFICATION FORM MO 780-1427 TO THE DEPARTMENT OF NATURAL RESOURCES, ADDRESS

CPWSD#1 Cooper County Water User's Agreement Landowner

IS ON THE FORM