

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
OF HOWARD COUNTY, MISSOURI

P. O. BOX 7

FRANKLIN, MO 65250

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WATER USER'S AGREEMENT

The undersigned, being the owner or occupier of land located within the above Consolidated Public Water Supply district, hereby makes application to said District for (1) water service connectionN(s), and if water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District, and I hereby tender (\$ 100.00) as a water meter deposit and guarantee that my bill will be paid monthly. The minimum water bill will begin upon installation of water meter. The meter deposit will be refundable upon application when service is discontinued and all charges and bills are paid.
2. Pay a water connection fee of actual cost of installation. An estimated cost of installation must be paid in advance of the time the water meter is installed on the property of the user. An itemized statement will be mailed after installation and you will be billed accordingly or if there is a credit coming to customer, there will be a credit on the first or second water bill. Your estimated cost is (\$2,100).
3. Pay a minimum monthly meter charge of \$ 18.00 per month for the water service connection, per unit, from time service is made available by the District, and pay for additional water used at the rate set out in 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 full set out herein.
4. When the Rules and Regulations of the District provide that water users will read their own 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 fifteenth day of the month following the month for which the bill is due as set forth in the water rate schedule. Bills not paid on the first day of the month following the month in which the bill is rendered shall result in discontinuance of the service. When the Rules and Regulation of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District on or before the 5th day of the month following the month in which the bill is issued, and the undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge of 10%. Failure of the District to submit a service bill will not excuse the undersigned from his obligation to pay for the water used. Bills not paid on the first day of the month following the month in which the bill is rendered shall result in discontinuance of the service. The re-connection fee is \$100.00. The occupant and user of the premises receiving water service, and the owner of such premises shall be jointly and severally liable to pay for such services rendered on such premises. The owner shall have the power to sue the occupant or the owner or both of such premises in a civil action and receive any sums due for such service plus a reasonable attorney's fee and cost to be fixed by the court.
5. 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 service shall supply water to only one residence or business establishment located on land within the District.
6. If after water service is made available the same can be discontinued or disconnected for any purpose, pursuant to Bylaws and the Rules and Regulations of the District.
7. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service. The undersigned also agrees upon the lead ban in public and private drinking water plumbing. The purpose of this is to ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and to protect residents from lead contamination in the district's public drinking water system and their own private plumbing systems. This shall apply to all premises served by the public drinking water system Consolidated Public Water Supply District No. 1 of Howard County. This policy will be reasonably interpreted by the water purveyor. It is the purveyor's

intent to ban the use of lead-based material in the construction or modification of the district's drinking water system or private plumbing connected to the district's system. The cooperation of all consumers is required to implement the lead ban. If, in the judgement of the water purveyor or his authorized representative, lead base materials have been used in new construction or modification after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system, or the water purveyor shall have the right to discontinue water service to the premises. The following definitions shall apply in the interpretation and enforcement of this policy. 1. "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system; 2. "Lead base materials" means any material containing lead in excess of the quantities specified as follows: 3. "Lead free" means: (A) When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent; and (B) When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than eight percent lead. 4. "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and 5. "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system. No water service connection will be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989. If a premise is found to be in violation, water service shall be discontinued until such time that the drinking water plumbing is lead free.

8. The laws of the State of Missouri, the Bylaws 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 though fully set out herein.
9. The undersigned agrees that he will grant a water line easement or a water meter 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 in consideration for the District accepting this application.
10. The location or description of the property to be served by the water service connection is:

Name: _____
Mailing Address: _____
Service Address: _____
Owner, Tenant, Other: _____
Former Owner (If applicable): _____
Phone Number & Email Address: _____

OWNER SIGNATURE

DATE

TENANT SIGNATURE

DATE