

PUBLIC WATER SUPPLY DISTRICT#2 OF HOWARD COUNTY, MISSOURI

WATER USER'S AGREEMENT

The undersigned hereby makes application to Public water Supply District #2 of Howard County, Missouri, hereinafter referred to as the district for _____ water service connection(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, I/we hereby tender \$_____ for connection fee and \$100 for meter deposit for each meter installed and further agree to pay the expense of a road crossing, if required, in an amount not to exceed _____. The connection fee will not be refunded if the water service connection is made available to the water user. If water service connection is made available to the water user and user later discontinues water service, the meter deposit(s) shall be returned to water user less any outstanding fees or debts owed to the district. The district will pay up to \$1,250.00 to extend the district's water line to make the connection, if the connection is to a dwelling built on a permanent fixed foundation, or up to \$750.00 to make the connection, if the connection is to a mobile home or moveable dwelling that is not permanently attached to a permanent foundation. All extension expenses which exceed the above limits shall be the responsibility of the user.
2. To pay a minimum monthly charge for water service-connection 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 governing body of the district. Any changes made in the minimum monthly water charge and rate schedule by the governing body of the district shall become a part of the agreement as though fully set out herein.
3. A district employee will read the water meters on or before the last day of the month, and water users will receive a bill from the district by mail detailing the amount of water used, the current charges for water, and any past due amounts owed for water, late payments, or reconnection fees. Water users will remit payments, of the month's water bill not later than the 10th day of the month following the month for which the bill is due. Bills not paid on the 10th of the month shall be subject to a 10% late charge. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of the service.

If service is discontinued, a fee of \$50.00 will be charged for reconnection of the service or such other fee as may subsequently be approved by the district. If service is voluntarily discontinued by user after notice to district, a fee of \$35.00 will be charged for reconnection of the service or such other fee as may be subsequently approved by the district.

4. The water service supplied by the district shall be for the sole use of the undersigned; the undersigned agrees that he or she will not extend or permit the extension of pipes for the purposes of transferring water from one property to another, nor will he or she share, resell, or submeter water to any other consumer. Each meter service shall supply water to only one residence unless prior approval is given by the district and one minimum is paid for each residence using water on that meter service in addition to payment for amount of water used.

5. If after water service is made available and the same is discontinued or disconnected for any purpose, pursuant to the by-laws and resolution containing the rules and regulations of the district, reconnection shall be upon the conditions set out in said rules and regulations.

6. the undersigned agrees that they 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 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.

7. The undersigned agrees that they shall not deface, destroy, disconnect, or tamper with the water meter in any way. The water user shall be responsible for the replacement cost of any water meter and/or transmitter damaged by the water user.

8. The laws of the State of Missouri and the ordinances of the district, as presently existing, and as may be amended from time to time, are made part of this agreement as though fully set out herein.

9. The undersigned agrees that he or she will grant a waterline easement to the district for the transmission of water over, under and across any interest he or she 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. If the Board of Directors of the water district cause to be filed with the Recorder of Deeds in the county in which the water connection is located a notice of lien for delinquent water charges according to Section 247.110RSMo 1986 as amended in 1990, the undersigned agrees to reimburse the district for reasonable expenses incurred by the district for attorney's, filing fees, and any other necessary expenses related to filing the notice of lien and later releasing it as provided by law or in enforcing the lien as provided by law.

11. The location or description of the property to be served by the water service connection

Name

Name

Date of Birth

Date of Birth

Social Security Number

Social Security Number

Name of property owner or landlord if different than Water User _____