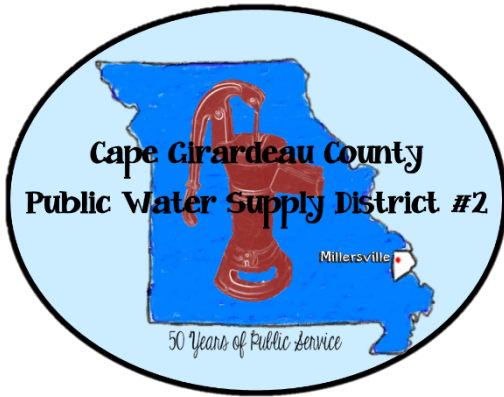


WATER USER AGREEMENT

Cape Girardeau County Public Water Supply District #2
(573) 243-1156



Office Address
2345 State Hwy B
Oak Ridge, MO 63769

Mailing Address
PO Box 21
Millersville, MO 63766

Customer(s) Name

Check one:

Owner & Occupant

Service Address

Owner & Landlord

Renter Must provide copy of lease

Mailing Address (if different)

Builder

Home Phone Number

Cell Phone Number

Email Address

The customer of property located within the boundaries of Cape Girardeau County Public Water Supply District #2, is making an application to PWSD #2 for water service and does agree to all the following conditions that apply.

1. The customer will tender **\$200.00 meter deposit** (make checks payable to PWSD #2). Meter deposit will be refunded to customer after customer discontinues water service and customer's bill is paid in full.
2. The customer agrees to pay a monthly water bill by the tenth of each month. Bills paid after the tenth will be assessed a 10% late penalty. Balances over \$100 not paid by the 10th will have their service interrupted. A reconnect fee of \$60 first time and \$120 second time will be charged to customer. The customers reconnect charge and water bill must be paid in full to get service turned back on. Customer must maintain one year without shut off and will return to \$60 first reconnect fee and \$120 second reconnect fee. Customer will be charged \$40 of all insufficient funds (each check returned). In addition, a 1.5% Cape Girardeau County resident sales tax and a primacy fee charge for DNR. A \$1 per page charge for customer public records of PWSD #2. The cost of gallons used and minimum charge is set by the Board. Annual adjustments to these charges can be made once a year by the Board for bonded indebtedness.
3. The customer agrees to allow our employees on said property for the purpose of inspecting water lines and district equipment, and read meter usage monthly, and/or to excavate to repair main water line, service line, or meter. The cost of repairs to water lines from the meter to the customer residence, shed, or barn is not the district responsibility and the customer will bare that expense. The District will make all reasonable efforts to supply continuous service; however, it has the right to interrupt service for making repairs, connections, extensions, or other necessary work. Efforts will be made to notify water users of interruptions, when possible, but the District is not responsible for any loss due to interruption.
4. The water service supplied by PWSD #2 shall be for the sole use of the customer and the customer shall not without the Board's written permission extend water lines or permit the extension of water lines for the purpose of transferring water from one property owner to another, nor shall the customer sell, resell, or sub meter water to another potential PWSD #2 owner/customer. If done the customer's service will be

discontinued. PWSD #2 is not responsible for the quantity or quality of the water after it leaves the main line, passes into a service line and passes through the meter.

5. Every household and/or commercial enterprise shall have its own meter. If one or more trailer or doublewide is added to the service property, each one of these must each have a separate meter.
6. There shall be no "CROSS CONNECTION" or potential cross connection or structural arrangement between a public water system and any other source or system through which it is possible to introduce into any part of our system any other water or other fluids or any other substances other than potable water which PWSD #2 supplies. Simply stated: we will not hook-up any water service that has resident well or community well or cistern water piped into a house or business, and we will discontinue service if it is discovered that capped-off and/or removed piping was put back into service inside that dwelling after we connected our lines and DNR will be notified. According to DNR, all abandoned wells must be properly sealed.
7. PWSD #2 will repair damage to our equipment. However, if repair is needed often, customer will be liable to pay for damage. Customer will not place items on or over meter covers (lids). No unauthorized person shall tamper with, maliciously, willfully, or negligently break, damage, destroy, leave uncovered in cold weather, deface, any structure or appurtenance or equipment, which is part of PWSD #2 water system. Any person violating this provision shall be subject to have charges filed against said individual(s) with Cape Girardeau County legal authorities under a charge of Disorderly Conduct and Destruction of Public Property.
8. The Revised Bylaws of PWSD #2, the laws of the State of Missouri as found in Chapter 247 of Missouri Revised Statutes pertaining to Public Water Districts, the rules of the Department of Natural Resources, and Cape Girardeau County ordinances will be complied with by PWSD #2 and the customer if serviced.
9. A new user connection fee to hook-up to a supply line, a main line, is set by the Board at \$1,600.00 (one thousand six hundred dollars). This fee is paid by the builder or person requesting construction of a new service connection. Make payment separate from meter deposit payment. This fee pays for the cost of the connection, labor and parts, and is not refundable. The cost of the bore across any roadway shall be added to this fee and both paid by the customer or service will be discontinued. Placement of the meter shall be in a place where it can be read and repaired without difficulty. Customers are responsible for determining the pressure and the need for a pressure regulator valve. PWSD #2 can check pressure at the customer's request.
10. LEAD BAN POLICY: It is the water district intent to ban the use of lead based material in new construction or modification of the public drinking water system or private plumbing connected to the public drinking water system. If, in the judgement of the water district or his authorized representative, lead materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the customer. The customer shall immediately comply by having the lead based materials removed from the plumbing system and replaced with lead free materials. If the lead-based materials are not removed from the plumbing system, the water purveyor shall have the right to disconnect water service to the premises.
11. Any violation of this agreement will result in immediate disconnection and forfeiture of meter deposit.

Signature of Customer(s)

Date

Date to Begin Meter Reading

Meter Account Number

THIS SECTION FOR PWSD #2 OFFICE USE ONLY

METER DEPOSIT

Cash

Check

Credit Card

\$

Received By

Date

Amount Received

Check or Reference #

DEPOSIT REFUND

\$

Issued By

Date

Amount Issued

Check #