

## **WATER SHUT OFF AGREEMENT**

This Water Shut Off Agreement (the “Agreement”) is made by and between the Boone County Regional Sewer District of Boone County, Missouri (“BCRSD”) and Confluence Rivers Utility Operating Company, Inc. (“Confluence Rivers”), the date of this Agreement being the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WHEREAS, BCRSD is a duly formed and existing public sewer district existing pursuant to the provisions of Chapter 204 of the Revised Statutes of the State of Missouri; and

WHEREAS, Confluence Rivers is a Missouri corporation and a “water corporation” as defined in Section 386.020, RSMo. Confluence Rivers is regulated by the Missouri Public Service Commission; and

WHEREAS, Confluence Rivers supplies water for Bon Gor Lake Estates located in Columbia, Missouri (“Bon Gor Lake Estates”); and

WHEREAS, Section 393.015 of the Revised Statutes of Missouri authorizes contracts between sewer districts and any water corporations which provide for the termination of water service for the non-payment of sewer bills and said Section establishes procedures, immunities, costs and reimbursement allocations relevant thereto; and

WHEREAS, BCRSD and Confluence Rivers desire to contract with each other pursuant to the provisions of Section 393.015, RSMo.

NOW, THEREFORE, the Parties agree as follows:

1. All of Section 393.015 of the Missouri Revised Statutes, as amended, is by this reference incorporated and made a part of this Agreement, the same as if said Section were stated herein verbatim.

2. Confluence Rivers agrees to provide BCRSD monthly water meter data for each of Confluence Rivers' user or customer premises in Bon Gor Lake Estates. As of the date of this Agreement, the parties understand there are approximately one hundred seven Confluence Rivers' user or customer premises in Bon Gor Lake Estates. The monthly water meter data shall be provided by Confluence Rivers in a consistent format each month and include at least the following information: parcel number, billing date, account number, number of dials, reading date, water reading, gallons used, service address, customer name, and water company name.

3. Confluence Rivers agrees to terminate water service to any Confluence Rivers user or customer premises upon such user or customer's non-payment of a BCRSD sewer bill for sewer service to said premises provided, however, that no such water service shall be terminated until the expiration of thirty (30) days after BCRSD sends by certified mail a written notice to said BCRSD's sewer service user or customer that said water service will be terminated.

4. The parties hereto shall comply with the liability and indemnification provisions set forth in Paragraph 2 of Section 393.015, RSMo.

5. BCRSD shall pay to Confluence Rivers the sum of One Hundred Dollars (\$100.00) per disconnection, made by Confluence Rivers per BCRSD's request pursuant to this Agreement. Such \$100.00 fee shall be payable within fifteen (15) days from the date the water service is disconnected.

6. BCRSD agrees that, in providing notice to customers of termination of water service as a result of the customer's failure to pay sewer charges, BCRSD shall notify its customers that Confluence Rivers is required to cooperate in the water disconnection by virtue

of the provisions of Missouri state statutes, and that any questions pertaining to the water disconnection, pursuant to the terms of this Agreement, shall be directed to BCRSD offices at 1314 North 7<sup>th</sup> Street, Columbia, Missouri, 65201, (573) 443-2774.

7. This agreement shall remain in full force and effect until such time as it is terminated pursuant to Paragraph 8 hereinafter.

8. This agreement may be terminated by either of the parties hereto by thirty (30) days' written notice given to the other party at its principal place of business.

*[Remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the  
day and year first set forth above.

**CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOONE COUNTY REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Randall Chann, Chair of the Board

Attest: \_\_\_\_\_  
Brian Burks, Secretary of the Board