

In the event Owner has a separate water service for irrigation and/or a well at the Service Address listed above, Owner hereby represents and warrants that there is no cross-connection (a/k/a plumbing interconnection) between its irrigation system and/or well and its potable water system. Owner further represents and warrants that no water passing through its irrigation meter or produced by its well shall be deposited into ECUA's wastewater system; instead, the only water discharged into ECUA's wastewater system will be water that has passed through ECUA's potable water meter or otherwise metered in accordance with a separate written agreement with ECUA.

As further consideration for ECUA to enter into this agreement, Owner also authorizes ECUA to inspect the Service Address for cross-connections and/or unauthorized discharges into ECUA's wastewater system, and Owner acknowledges and understands that ECUA may immediately terminate water as well as wastewater service in the event ECUA is not allowed to inspect the Service Address or it determines a cross-connection and/or unauthorized wastewater discharge exists at the Service Address.

In the event the Owner intends to no longer own the property served by this agreement, the Owner shall present a copy of this agreement to each intended or prospective owner of the property or any portion thereof prior to such transfer, have that individual/entity acknowledge receipt of a copy of this agreement in writing, and provide a copy of that documentation to ECUA prior to the transfer of such ownership. If Owner fails to comply with the provisions of this paragraph, then until such documentation is provided to ECUA, Owner shall be jointly or severally liable with the new owner for the payment of any additional capacity impact fee or fees which may be due.

No capacity impact fee or fees or any part thereof shall be refunded on account of any reduction in average daily flow.

I have read this agreement and received a copy of it.

Dated: _____

Signature Of Authorized **Owner** and Property Owner (if applicable)

Type/Print Name _____

Type/Print Title _____

Employer Identification # _____

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Payments of Additional Capacity Impact Fees:

<u>Water:</u>	<u>Date of Payment</u>	<u>Amount Paid</u>	<u>Revised Equivalent Average Daily Flow</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

<u>Wastewater:</u>	<u>Date of Payment</u>	<u>Amount Paid</u>	<u>Revised Equivalent Average Daily Flow</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Note: Equivalent Average Daily Flow, in 100s of gallons is determined by dividing the capacity impact fee or fees paid by the capacity impact fee or fees per 100 gallons of average daily flow in effect at the time of payment.