

McLENNAN COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #2

Standard Service Agreement

Please Print

DATE _____

OWNER'S/LANDLORD NAME: _____

OWNER'S

Address: _____

OWNER's Phone #: _____ ; _____

SERVICE ADDRESS _____

The District shall sell and deliver water and/or wastewater service to the Customer and the Customer shall purchase, receive, and/or reserve service from the District in accordance with the Service Rules and Regulations of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Rules and Regulations, including payment of a deposit, the Customer shall become eligible to receive service.

(Updated December 5th, 2012) Board of Directors have adopted the 1994 Standard Plumbing Code.

(Updated July 2nd, 2018) Board of Directors have adopted the 2018 International Plumbing Code from ICC).

The Customer shall pay the District for water and sewer service hereunder in accordance with the District's Service Rules and Regulations, schedules of rates and fees and upon the terms and conditions set forth therein. A copy of this Agreement shall be executed before service may be provided to the Customer.

The Board of Directors shall have the authority to discontinue, terminate or suspend service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District's Rules, Regulations or schedule of rates and fees.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its meter and equipment located upon Customer's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property. The Customer shall install, at their own expense, any necessary service lines from the District's facilities and

equipment to the point of Customer's use, including any customer service isolation valves, backflow prevention devices, pressure regulators, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations including Chapter 341 of the Texas Health & Safety Code or the District's Service Rules and Regulations.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

e. (Updated June 18th, 2018: The use of pipe and pipe fittings, joints, valves, faucet and fixture fittings utilized to supply water for drinking or cooking purposes shall comply with NSF 372 and shall have a weighted average lead content of .25 % or less.)

**** Prior ****No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system. The Customer shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours, except in emergencies.

The District shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable practice on their premises. The Customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to terminate service or properly install, test, and

maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the service needs of all of the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By execution of this Agreement, the Customer hereby agrees to comply with the terms of said program.

By execution hereof, the Customer shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers/users of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Customer as well as the District's purposes in providing system-wide service for existing or future customers.

By execution hereof, the Customer agrees that non-compliance with the terms of this agreement by said Customer shall justify discontinuance, termination or suspension of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of facts by the Customer in this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policies.

A person renting or leasing residential, commercial or other property from another ("Lessee Applicant") within the District may apply for water and sewer service from the District. In order for Lessee Applicant to obtain water and/or sewer service from the District, the owner of the property must, prior to the initiation of service, guarantee in writing the payment of all bills, fees, and assessments by the Lessee Applicant. If the Lessee Applicant fails to make payment of any bill, fee or assessment, the owner of the property will be obligated to make payment in the same way that the Lessee Applicant is obligated. If both the Lessee Applicant and the owner fail to make payment, the District may refuse to provide further water service to the property in question until such time as all bills, fees or assessments have been properly paid.

OWNER/LANDLORD SIGNATURE

DATE:_____

Renter's Name:_____ Account#:_____

APPROVED AND ACCEPTED:

McLENNAN COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT #2

By_____ DATE:_____