

West Jefferson County Municipal Water District

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as the “Agreement”) is made on this the _____ day of _____, 20____, by and between West Jefferson County Municipal Water District, a Political Subdivision of the State of Texas (hereinafter referred to as the “District”) and _____ (hereinafter referred to as the “Customer”).

WITNESSETH:

The District agrees to sell and deliver water and/or provide sewer services (sometimes referred to collectively hereinafter as “services”) to the Customer located in areas of the District where available, and the Customer agrees to purchase and receive services from the District, for general use and domestic purposes, in accordance with the rules and regulations of the District, as amended from time to time by the Board of Directors of the District.

RATES. The Customer shall pay the District for services provided hereunder at the rates and upon the terms and conditions set forth in the District’s rate and fee schedule, as amended from time to time by the District’s Board of Directors.

BILLS AND PAYMENT DUE DATE. Bills shall show the date the Customer’s meter is read and shall be sent out to the Customer on or about the 1st of the following month, or at such times as may be established by the District’s Board of Directors. Bills are due and payable on or before the 15th day of the month in which the bill is sent out to the Customer, or, if a bill is sent out to the Customer prior to the 1st day of the month, then on or before the 15th day of the month immediately following the date the bill is sent to the Customer.

LATE FEES. If a bill is not paid on or before the due date set forth hereinabove, a late fee will be assessed and charged to the Customer. The late fee amounts are set forth in the District’s rate and fee schedule, as amended from time to time by the Board of Directors of the District.

DEPOSIT. To ensure payment of all services provided by the District, a deposit must be submitted with the Customer’s Service Application, along with any other required fees. The deposit amount is set forth in the District’s rate and fee schedule, which is subject to amendment by the District’s Board of Directors. When service to the Customer is discontinued permanently, the deposit, less any amount still due and owing to the District for services provided, shall be refunded to the Customer without interest.

NON-PAYMENT AND DISCONNECTION. If a bill is not paid in full on or before the due date set forth hereinabove, the District may disconnect the Customer’s services. In the event services are disconnected by the District for non-payment, the Customer will be charged a reconnect fee for each type of service provided. The reconnect fee amounts are set forth in the District’s rate and fee schedule, which is amended from time to time by the Board of Directors of the District. Prior to reconnection, the Customer must (1) pay all arrearages due and owing to

the District; (2) pay the applicable reconnect fee(s); and, (3) make a request to the District for reconnection.

DELINQUENCY AND DISCONNECTION NOTICE. Before the District may disconnect services, it shall notify the Customer of the delinquent charges. This notice shall specify that if full payment of the delinquent fees is not received within five (5) business days from the date of the notice, the services provided to Customer by the District may be disconnected without further notice. Failure to disconnect services does not constitute a waiver of the District's right to do so.

STANDARDS. All water lines and connections shall comply with and be installed in accordance with District's specifications, the provisions of the International Plumbing Code as published by the International Code Council, Inc., with current revisions (hereinafter referred to as the "International Plumbing Code"), and State regulations, including, but not limited to, Texas Commission on Environmental Quality regulations, excepting where otherwise specified by Ordinance.

REQUIREMENTS. With regard to water services, a shut-off valve is required on the service line at the water meter, and same shall be installed by and at the expense of the Customer and/or the owner of the property/premises. All connections between the building and any preexisting water well must be disconnected with a minimum of a nine inch (9") physical gap between the well line and the building line. The Customer and/or owner of the property/premises shall, at the expense of the Customer and/or the owner of the property/premises, any backflow prevention device required by the District.

RESTRICTIONS. The following unacceptable practices are prohibited by State regulations:

1. 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 air-gap or an appropriate backflow prevention device;
2. 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 installation of an air-gap or reduced pressure-zone backflow prevention device;
3. No connection which allows water to be returned to the public drinking water supply is permitted, including, but not limited, the return of water used for condensing, cooling, or industrial processes back to the public water supply;
4. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use;
5. No pipe or pipe fitting which contains more than 8.0% lead shall exist in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014;

6. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use; and,

7. No solder or flux which contains more than 0.2% lead shall exist in private water distribution facilities installed on or after July 1, 1998.

METERS. All water and sewer meters shall be furnished and installed by the District. The meters are the property of the District. The Customer shall install, at the Customer's own expense, a service line from the meter to the point of use, in accordance with the specifications of the District and the provisions of International Plumbing Code. The District shall have the right to enter and access the Customer's property/premises and any services related equipment located thereon at all reasonable times for any purpose relating to or in the furtherance of the District's business, including, but not limited to, for purposes of locating a meter and/or the lines/pipes necessary to connect the meter to the service line on the Customer's property/premises. The Customer is responsible for ensuring that District personnel has access to the meter at all time without hindrance, and the Customer is also responsible for keeping the meter box free of debris and overgrowth and the meter free of dirt, mud, etc. On discontinuance of service, the District shall have the right to remove any of its property, including, but not limited to, the water and sewer meters, from the Customer's property/premises.

INSPECTIONS. All private plumbing and water distribution facilities, whether new, existing, or modified, are subject to inspection to ensure compliance with the District's specifications, the provisions of the International Plumbing Code, and State regulations. The District shall perform a Customer Service Inspection prior to providing continuous service to a new construction or after any material improvement, correction or addition to private plumbing facilities, or when the District believes that a cross-connection, unacceptable plumbing or contaminant hazards exist.

REPAIRS. The presence of a potential source of contamination during an inspection is important because it signals the need to eliminate the threat of contamination. All repairs needed to correct any deficiency identified during an inspection by the District shall be made by and at the expense of the Customer and/or the owner(s) of the property/premises upon which the deficiency exists. If the deficiency is found not to be an immediate danger to the water supply, the Customer and/or the owner(s) of the property/premises will have fourteen (14) days to make such necessary repairs.

INSPECTION AFTER REPAIR. The District will re-inspect the property/premises after all necessary repairs have been made to ensure compliance with the District's specifications, the provisions of the International Code, and State regulations.

INSPECTION FEES. The Customer and/or owner of any property/premises inspected to ensure compliance with the District's specifications, the provision of the International Plumbing Code, and State regulations will be charged for each such inspection and/or re-inspection. The inspection fee amounts are set forth in the District's rate and fee schedule, and which is subject to amendment from time to time by the Board of Directors of the District.

EXPENSES. Any expenses associated with the enforcement of this Agreement by the District shall be billed to the Customer.

IMMEDIATE TERMINATION OF SERVICE. THE EXISTENCE OF A SERIOUS THREAT OF CONTAMINATION OR TO THE INTEGRITY OF THE PUBLIC WATER SUPPLY IS SUFFICIENT GROUNDS FOR IMMEDIATE TERMINATION OF SERVICE. ONCE THE DISTRICT DETERMINES THAT THE THREAT IS ELIMINATED, SERVICE MAY RESUME.

Customer's Signature

Date

Customer's Signature

Date

ATTEST:
