

EMERALD BAY MUNICIPAL UTILITY DISTRICT

WATER SERVICE AGREEMENT

The following are the terms of the Water Service Agreement between the Emerald Bay Municipal Utility District (hereinafter referred to as “the District”) and

_____ (hereinafter referred to as “the Customer”) at the property to be serviced under this Agreement located at _____, (street address) and/or legal description of the property.

I. **PURPOSE.** The Emerald Bay Municipal Utility District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will continue service or begin a new service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS.** The following unacceptable 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 air-gap or an appropriate backflow prevention device.
- 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 installation of an air-gap or a reduced pressure zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. 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.
- E. 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.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Emerald Bay Municipal Utility District and the Customer.

- A. The District agrees to provide water to the customer’s property, subject to the terms and conditions of this Agreement.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by a District Representative or designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major change to the private water distribution facilities. The inspections shall be conducted during the District’s normal business hours.

- C. The District shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic re-inspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.
- E. The Customer shall, at his/her expense, properly install and maintain any backflow prevention device required by the District. All testing of the backflow prevention device shall be performed by a District Representative or designated agent and records shall be maintained by the District. A Texas Commission on Environmental Quality (TCEQ) approved backflow prevention device will be required on all newly installed lawn sprinkling systems and on existing lawn sprinkling systems upon change of ownership (unless mandated at an earlier date by the TCEQ or customer service inspection identifies potential hazard) that are connected to the District's potable water distribution system. Lawn sprinkling systems shall be equipped with an approved Backflow Prevention Assembly installed on the discharge side of the point of delivery on the service line.
- F. All connections and reconnections (including taps) to the District's water system shall be made by the District at the expense of the person requesting the service and must comply with procedures outlined in the District's Rules and Regulations.
- G. The Customer shall be responsible for the payment of all current and past due fees and charges for water service. All bills are due when rendered and are delinquent if payment is not received by the District on or before the last day of the billing month. Rates and billing procedures are subject to change and the complete version of the District's Rules and Regulations are available on its website (www.emeraldbay-tx.gov) or printed copies are available upon request.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of this Agreement or the District's Rules and Regulations (as amended from time to time), then the District may, at its option, terminate service to the Customer and the Customer shall be responsible for damages to the District's property resulting from the Customer's breach of this Agreement. The Customer shall be responsible for any expenses incurred by the District in enforcing this Agreement, including, but not limited to, costs and reasonable attorney fees.

EXECUTED this _____ day of _____, 20____.

Customer's Signature: _____

Customer's Street Address: _____

City, State, Zip _____

Mailing Address (if different from above) _____

City, State, Zip _____

Telephone Number: _____