

EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT

WATER & WASTEWATER SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 20____, between EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT, a Utility District organized under the laws of the State of Texas (hereinafter called the District) and, _____ (hereinafter called the User).

WITNESSETH:

The District agrees to sell and deliver water and/or sewer service to the User and the User agrees to purchase and receive water and/or sewer service from the District in accordance with the Rules and Regulations of the District as lawfully amended from time to time by the District.

The User shall pay the District for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule lawfully adopted from time to time by the District.

The District shall have the authority to disconnect service to any User in the event of non-payment of any charges of assessments owing by said User, within fifteen (15) days after demand for payment by mail, sent to the address provided by such delinquent User.

Meters to be furnished and installed by the District shall meter all water. The meter and/or connection is for the sole use of the User and is to **serve water and/or sewer service to only one dwelling or one business.** The extension of pipe or pipes to transfer water or collect sewage from one property to another, unless otherwise authorized by the District, is prohibited.

In the event the total water supply be insufficient to meet all of the needs of all Users; or in the event there is a shortage of water; the District may prorate the water available among the various Users on such basis as is deemed equitable by the District and may also prescribe a schedule of hours covering the use of water for irrigation purposes, provided that, if at any time the total water supply be insufficient to satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and satisfy all the needs of the Users for both domestic and livestock purposes before supplying any water for garden purpose.

Users shall install at their own expense, service line and other necessary equipment and materials from the water meter to the point of use. This will include a cutoff device at the point of connection to the District's water meter and a clean out with backflow prevention devices at the point of connection to the District's sewer line. All Users shall maintain their service lines. For water services, the District shall own and maintain facilities downstream from the termination of the gravity-flow service line. Upon installation or modification of service lines the User will provide the District with a 24-hour notice to inspect such installation prior to back-fill. User agrees to install lines in accordance with District specifications and to immediately perform corrections upon notification by the District.

Plumbing Restrictions: The following undesirable plumbing 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 a reduced pressure-zone backflow prevention device.
3. No connection, which allows water to be returned to the public drinking water supply, is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.
5. 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.

The User shall hold the District harmless from any and all claims or demands for damage to real or personal property occurring upstream from the point the User ties on to the sewer line and downstream from the water meter. The District will cooperate with the User's Insurance agency or company regarding such claims. Such assistance shall, in no manner, imply that the District has any liability or responsibility for damage to the Customer's property. **The User agrees to grant** to the District an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines,

EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT

meters, valves, and any other equipment which may be deemed necessary by the District, and to not construct within said easement any structures, buildings or other facilities that would interfere with the operation, repair, replacement, or removal of said pipe lines, meters, valves and other equipment. The User shall be responsible for protection from damage of all lines and equipment owned by the District and installed on the property of the User. This will include, but is not limited to, meters, valves, water lines, grinder pumps, and sewer lines. **Damage will include stoppage caused by User flushing items into the sewer that cannot be conveyed by the system. Examples of these items are plastic bags, wash rags, towels, cat litter, saw dust, excess grease and any other type of solid waste that normally would be disposed of through garbage collection. Should User damage District equipment or fail to provide adequate protection, all cost of repair will be at the expense of the User.**

The District shall have the right to locate a sewer connection and/or water service meter and the pipe necessary to connect the meter on the property of the User at a point to be chosen by the District, and shall have access to its property and equipment located upon User's premises at all reasonable time for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service, shall have the right to remove any of its property from the User's premises. The User is prohibited from placing any structures, fill, or other equipment and/or material that would limit access to and/or require relocation of District equipment without approval of the District.

When the User moves from the location and no longer needs water service, **USER MUST NOTIFY THE DISTRICT OFFICE, IN WRITING, AND PROVIDE A DISCONNECT DATE.** A District representative will obtain the final bill reading and lock the meter in the off position. The user will be billed for the service provided since the last billing cycle. **USER IS RESPONSIBLE FOR ALL BILLS INCURRED AT THIS LOCATION UNTIL THE DISTRICT IS NOTIFIED TO THE CONTRARY, WHETHER USER RESIDES THERE OR NOT.**

ENFORCEMENT: If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either 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 User.

User Signature

ACCEPTED AND APPROVED:

District Representative

User Account Number: _____

Date: _____

EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT
APPLICATION FOR WATER AND WASTEWATER SERVICE

COMMERCIAL CUSTOMERS ONLY:

NAME OF BUSINESS: _____

Is this the name that you want to appear on the bill? Yes No

USER INFORMATION:

_____ Driver's License Number

_____ Date of Birth

Account Name: _____ Telephone #: _____

Billing Address: _____ City, ST, Zip: _____

Email: _____

What is your current source of water (name of company)? _____

PROPERTY LOCATION & IDENTIFICATION: RESIDENTIAL COMMERCIAL

Service Address: _____

Block#: _____ Lot #: _____ Section: _____ Subdivision: _____

PROPERTY OWNERSHIP

1. Do you own property where water and/or wastewater service will be located? YES NO

2. Property owner if not User

Name: _____

Phone #: _____

Mailing Address _____

Water and wastewater service provided by:

Water: _____ Wastewater (sewer/septic) _____

3. Facilities within the district boundaries must apply for both water and sewer service. One service will not be provided unless application is made for both without special board action. Where another agent provides one service, proof of application to this agency must be provided.

4. CONDITIONS FOR WATER SERVICE

(a) Charges for connection, re-connection and lock removal fee of DISTRICT WATER SERVICE are as follows:

Water	5/8" meter	3/4" meter	1" meter	1 1/2" meter	2" meter
Deposit					
Water	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Service Charge	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Re-Connect Fee	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Lock Removal Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

(b) On new installations the tap fee will include installation of service to a meter near the customer property line in a convenient location determined by the District.

(c) Facilities outside the District boundaries and within 2,000 feet of the lake **must obtain Tarrant County Water District approval for a sewage disposal system** prior to receiving a water meter for a new installation.

5. CONDITIONS FOR SEWER SERVICE.

(a) For reconnection on an existing service, no additional fees will be charged, except where water service is

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provided by the City of Mabank. IN THIS CASE, WHERE MABANK PROVIDES THE WATER SERVICE AND THE DISTRICT PROVIDES THE SEWER SERVICE, A \$40.00 SECURITY DEPOSIT WILL BE COLLECTED BY THE CITY OF MABANK.

- (b) The District will install gravity sewer service near the property line at a point determined by the District. For pressure service, the District will install a grinder pump system on the User's property, at a convenient location determined by the District, and connect to the sewer main. The User will be charged the actual cost of installation.
- (c) The User will be responsible for connection to the building from the property line for gravity service and from the grinder pump system for pressure service. The User must also provide a 220 VOLT/20 AMP electric service (including a disconnect switch) at a location determined by the District for pressure systems. All installations will be in accordance with District specifications and subject to District inspection.

**MAKE CHECK PAYABLE TO:
EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT**

Should it not be feasible to furnish services, any and all payments received will be refunded.

Date to Turn Water On: _____

IF WATER IS TURNED ON, USER IS RESPONSIBLE FOR ANY LEAKS, AND USER MUST HAVE THEIR OWN CUT OFF VALVE.

The policy of East Cedar Creek Fresh Water Supply District requires all customers to have their own water cut-off valve. **If there is not a cut-off valve at your residence, you will need to have one installed before East Cedar Creek Fresh Water Supply District will turn the water service on.**

- Customers are required to be present to have water turned on. The User is responsible for any leaks.
- This agreement states that you must have a cut-off device. This device is for your protection and is required to be installed within three feet of the meter.
- If the district makes multiple service calls to establish water service, there will be a \$25.00 service charge for each additional trip.

User Signature

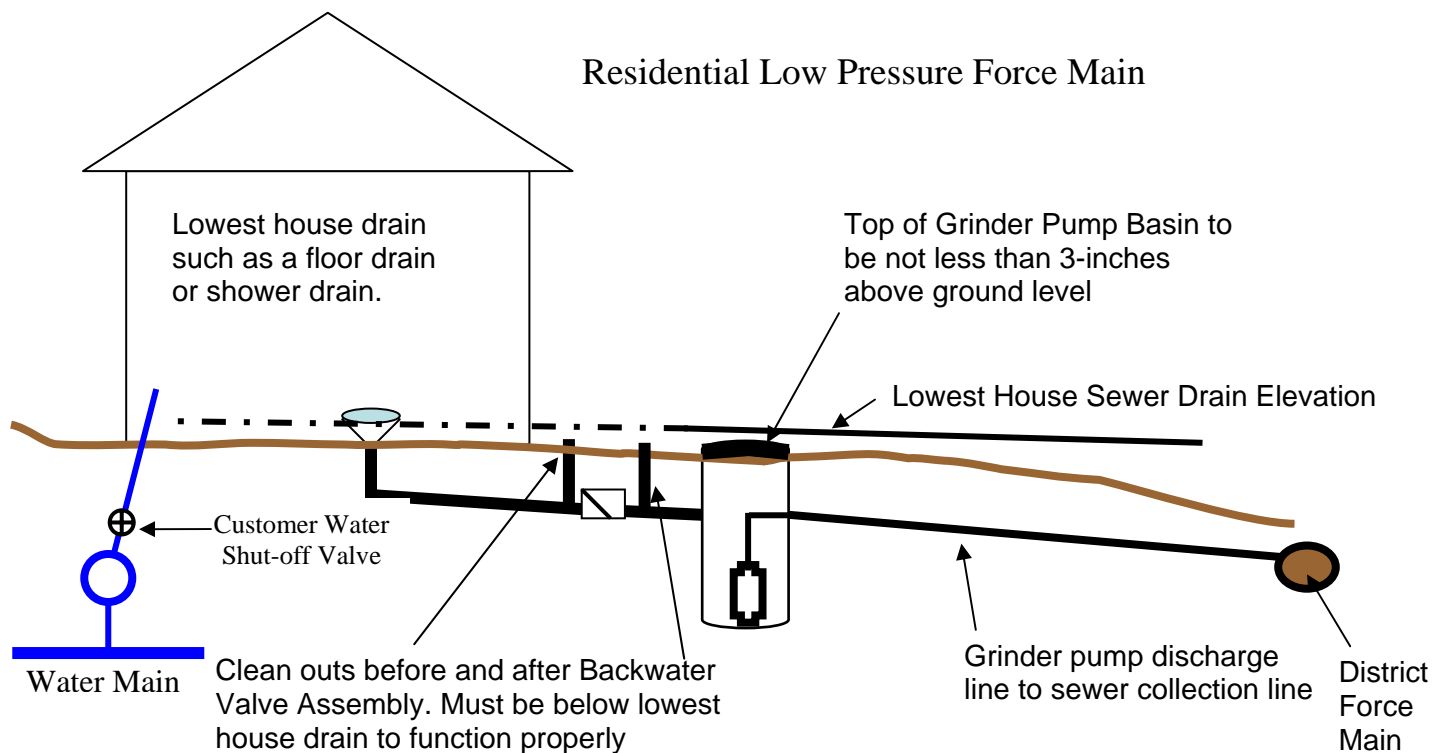
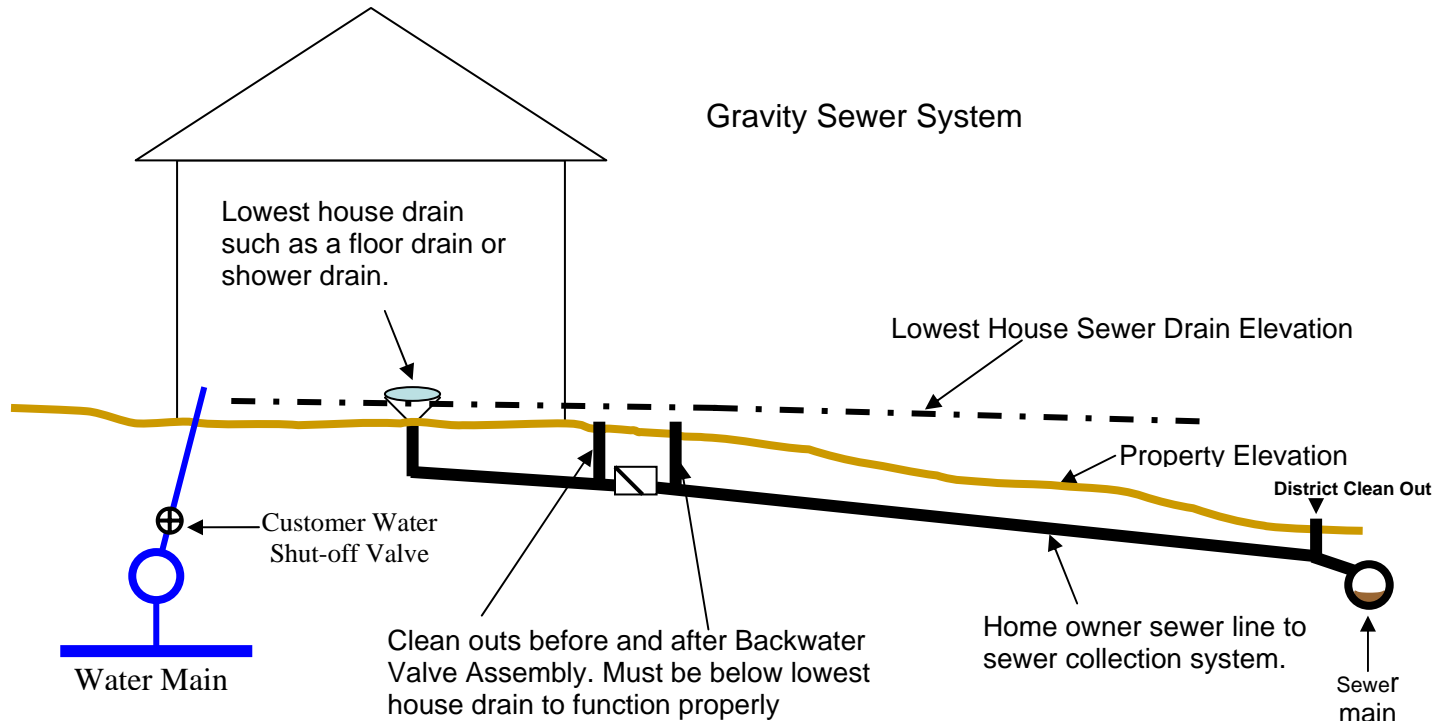
OFFICE USE ONLY

	Deposit Amount:*	\$	_____
	Service Charge:	\$	_____
	Water MUE Fee:	\$	_____
	Water Tap Fee:	\$	_____
	Water Inspect:	\$	_____
	Sewer MUE Fee:	\$	_____
	Sewer Tap Fee:	\$	_____
	Sewer Inspect:	\$	_____
	Road Bore:	\$	_____
	Misc. Fees:	\$	_____
	Total Amt Received:	\$	_____

ECCFWSD Required Sewer Plumbing Installation

NOTE: Clean-out before and after Backwater Valve must have Pop-Off Relief assemblies installed instead of Threaded Cap Lids.

NOTE: Customer Water Shut-Off Valve to be within 3-feet of water meter on new and renovation projects.



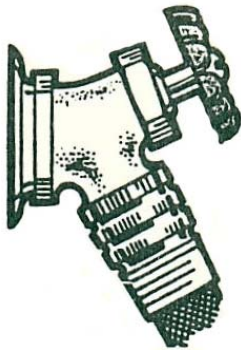
User Signature: _____

ATMOSPHERIC VACUUM BREAKERS

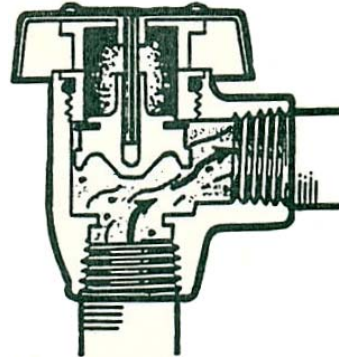
New State regulations require Atmospheric Vacuum Breakers on all outside faucets and irrigation taps.

- *What is an Atmospheric Vacuum Breaker?*
Atmospheric Vacuum Breakers are small fittings that mount on any outdoor faucet, or at the connection point for any sprinkler. On outdoor faucets, they fit between the faucet and the hose. They have little or no effect on the operation of the faucet.
- *What do Atmospheric Vacuum Breakers do?*
Atmospheric Vacuum Breakers prevent contaminated water from being siphoned from outside sources into the drinking water distribution system. In short, they help keep your drinking water clean.
- *Why are they important?*
Whenever there is a loss of pressure in the water system, water is siphoned through any open faucet or operating sprinkler system into the water system. If the hose happened to contain contaminated water (I.e. lying in a water puddle, hooked to automatic waterer, etc.) the contaminated water could possibly be siphoned back into the water system and delivered to another customer. In short these devices help keep your water safe and free from contamination.
- *What if I don't install Atmospheric Vacuum Breakers?*
New state regulations prohibit a water utility from providing new service, or change in service, to any business or residence without Atmospheric Vacuum breakers installed on all outdoor faucets and sprinkler systems. In short, no Atmospheric Vacuum Breakers — no water!
- *Where can I get them?*
Atmospheric Vacuum Breakers can be purchased at most local Home Supply, Hardware and Plumbing Supply retailers.

Hose Bibb Vacuum Breaker



Sprinkler System Vacuum Breaker



I authorize East Cedar Creek FWSD to charge my account for _____ vacuum breakers at \$____ each.
Price subject to change.

Customer Signature

Address

Date