

# Service Application and Agreement

SERVICE INFORMATION		
<b>Type</b>	<b>Class</b>	<b>Location</b>
<input type="checkbox"/> Water	<input type="checkbox"/> Residential	<input type="checkbox"/> New Construction
<input type="checkbox"/> Wastewater	<input type="checkbox"/> Commercial*	<input type="checkbox"/> Manufactured/Modular
<input type="checkbox"/> Reuse	<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Existing Service
<input type="checkbox"/> Stand By	<input type="checkbox"/> Municipal	<input type="checkbox"/> Other _____
*If Commercial, please provide NAICS No. _____ (6 digits)		

TWC Office Use Only	
Account No	
Book No	
Completion Date	
Meter Size	
Tap Type	
W/O #	
Tap Inquiry W/O #	
Wastewater W/O #	
Reuse W/O #	
NS Completed By	
Billing Completed By	

ACCOUNT INFORMATION	
Applicant	Co-Applicant
Last Name	Last Name
First Name	First Name
DL #	DL #
Business Name	Business Tax ID
Primary Tel	Secondary Tel
<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Work	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Work
Primary Email	Secondary Email

LOCATION INFORMATION	
Service Address	Billing Address
City	City
ZIP	ZIP
Subdivision	<input type="checkbox"/> Same as Service Address
Unit No      Lot No.      CSI Due	Date to Commence Service:

FEES [TWC Office Use Only]	
Water Service	Wastewater Service
\$      New Service/Account Set Up	\$      New Service/Account Set Up
\$      Deposit (Refundable)	\$      Deposit (Refundable)
\$      Tap Fee	\$      Tap Fee
\$      Line Extension Fee	\$      Line Extension Fee
\$      Other Fees (i.e. Road Cut, etc.)	\$      Other Fees (i.e. Road Cut, etc.)
\$      SUB TOTAL (Water)	\$      SUB TOTAL (Wastewater)
	\$      TOTAL BALANCE DUE

[By signing below, Applicant and Co-Applicant agree and consent to the terms and conditions found on the following pages.]

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Co-Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# Service Application and Agreement

## Terms and Conditions

This Contract/Application for Utility Service ("Contract/Application") is by and between SJWTX dba The Texas Water Company, a Texas corporation, its successors and assigns ("Utility") and the Applicant ("Customer" or "Applicant") whose name(s) and signature(s) is/are shown on the first page of this Applicant.

**CUSTOMER LIABILITY:** Customer shall be liable for any damage or injury to Utility owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Customer agrees to take no action to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its Customers. Failure to comply with this provision shall be grounds to terminate Customer's service.

**LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY:** Public water utilities are required to deliver water to the Customer's side of the meter or service connection that meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). Utility will not accept liability for any injury or damage to individuals or to their properties occurring on the Customer's side of the meter when the water delivered meets these state standards. Utility makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service and/or sewer service caused by: (1) acts of God (2) acts of third parties not subject to the control of Utility if Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water and/or sewer systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water and/or sewer service pursuant to Utility's tariffs and the TCEQ rules. Utility will accept liability for any injury or damage to individuals or their property directly caused by its defective Utility plant (leaking water lines, sewer lines or meters) or the repair to or construction of Utility's facilities.

**FIRE PROTECTION:** Utility is not required by law and does not provide fire prevention or firefighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. Utility may (but is not required to) contract with individual Customers / Applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the Customer / Applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer / Applicant's registered professional engineer. Notwithstanding any understanding or intent of such Customer / Applicant for the use of such excess water service capacity, Utility does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for firefighting. Utility neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. No statement or action of Utility shall ever be implied or meant to suggest that any facilities of Utility comply with any state or local fire code.

**EXTENSION AND FACILITIES:** If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, Utility and the Applicant will select such engineer, and Applicant shall bear all expense incurred therein. The Applicant shall bear all extension charges and fees for either potable water or wastewater service as may be provided in Utility's tariffs and the rules of the TCEQ.

If an Applicant requires service other than the standard service provided by Utility, such Applicant will be required to pay all expenses incurred by Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non-standard service demands on the water or wastewater system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems or Wastewater System plus meeting any additional requirements needed to meet local service conditions. Utility shall bear all expenses related to main over sizing or additional production, storage or treatment facilities for individual residential Customers with normal domestic service demands.

**PLUMBING CODE:** Utility has adopted the Uniform Plumbing Code. Any extensions and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Utility. The Customer will bring out his service lines to his property line at points mutually acceptable to Utility and the Customer. No potable water service smaller than 5/8" will be connected. For new potable service connections the Utility will install a cut off valve on the Customer side of the meter within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TCEQ rule or order pressure standard, the Customer will install, at the Customer's expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the Customer has a contract with Utility for reserve or auxiliary service, no other water and/or sewer service will be used by the Customer on the same installation in conjunction with Utility's service, either by means of a cross over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines and/or sewer lines on his premises. Two structures, dwellings or places of business shall not be permitted to be supplied with one service pipe where there is a water main and/or sewer main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines, sewer lines and other equipment furnished by Utility (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and/or sewer lines and for installation, not purchase, of said meters and lines.

**PERIOD OF USE:** Customer shall tie onto the Utility systems within sixty (60) days of the date of this application, or this application shall be deemed void. Any additional request for service for this location must then be made by a new Contract/Application. If major Utility construction is needed prior to service being connected, the above date may be extended for another sixty (60) days, or conversely, the Customer may begin paying a monthly water and/or sewer bill based upon an average of the estimated annual gallons as shown below.

**ASSIGNMENT:** No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.

**OTHER CONTRACTS:** It is possible that Applicant and Utility will enter into an additional contract pertaining to water and/or sewer service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application.

**RIGHT OF ACCESS AND EASEMENTS:** Utility will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water mains, sewer mains or other equipment used in connection with its provision of water service, sewer service or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system, including inspection of the Customers' plumbing for code, or plumbing, or tariff violations. The Customer shall allow the Utility and its personnel access to the Customer's property to conduct any test or inspection required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety of the continued provision or adequate Utility service to others, such entry upon the Customer's property shall be during normal business hours. The Customer may require any Utility representative, employee, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the Utility, and the purpose of the entry. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the Individual property in question.

If the property to be served does not have dedicated, recorded public Utility easements available for Utility's use in providing water and/or sewer Utility service to the property, the Applicant (or the Applicant's landlord in the case of a Tenant Applicant) shall be required to provide Utility with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No Applicant shall be deemed to be a "qualified" Applicant under the TCEQ's rules until such easement is recorded.

## PLUMBING RESTRICTIONS & ENFORCEMENT:

The following unacceptable practices are prohibited by State regulations. Other prohibitions are found in the Utility's tariff and/or Utilities Cross-Connection Control and Backflow Prevention Program manual, and Uniform Plumbing Code, as it may be amended from time to time.

# Service Application and Agreement

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 a properly installed air gap or an appropriate backflow prevention assembly in accordance with Texas Commission on Environmental Quality (the "Commission" of the "TCEQ") 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 installation of an air-gap or a reduced pressure-zone backflow prevention device. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly shall be properly installed and a service agreement shall exist for annual inspection and testing by a certified backflow prevention assembly tester.

C. No connection that allows water to return 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 private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.

E. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of private water distribution facilities installed on or after January 4, 2014.

F. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of private water distribution facilities installed on or after July 1, 1988.

State regulations require applicants for a new service connection to provide to Utility a Customer Service Inspection (CSI) Certificate that states their water and wastewater facilities have been inspected by a state-licensed CSI inspector and that they are in compliance with all rules and regulations applicable to the same and are free of potential hazards to public health and safety. In addition, Utility shall require CSI Certificates for all facilities which have undergone extensive plumbing modifications to the Customer's water system made after the initial CSI Certificate or for existing facilities where contaminant hazards are suspected. Service may be denied until the CSI Certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified which, in the opinion of the inspector or Utility, require the installation of a state-approved backflow prevention device, such backflow flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention assembly tester at the customer's expense. The backflow prevention device shall be maintained by the customer at their expense and shall be tested by a state-licensed backflow prevention assembly tester upon installation and annually thereafter. The Test and Maintenance Reports shall be provided to Utility. Failure to comply with this testing and reporting requirement may constitute grounds for termination of water service.

**APPEAL TO THE TCEQ OR OTHER REGULATORY AGENCY:** Any Applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule pages of Utility's approved tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the Applicant or existing Customer does not believe that these costs are reasonable or necessary, the Applicant or existing Customer shall have the right to appeal such costs to the Public Utility Commission of Texas (the "PUCT") or such other regulatory authority with jurisdiction over Utility's rates in that portion of Utility's service area in which the Applicant's or existing Customer's property is located. Unless the TCEQ, PUCT, or other regulatory authority enters interlocutory orders to the contrary, service to the Applicant may be delayed until such appeal is resolved.

**SEWER REGULATIONS:** (only if sewer service provided) The Utility only provides "sewage" collection and disposal to residences and some businesses. This service is limited to the collection, treatment and disposal of waterborne human waste and wastewater from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment, or disposal of waste with high BOD or TSS characteristics that it cannot reasonably be processed by the Utility's state-approved wastewater treatment plant within the parameters of the Utility's wastewater discharge permit. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, THAT MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUNDS MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.** It shall be the Customer's responsibility to maintain the service line, pressurized collection system (if any) and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If there is excessive infiltration, or inflow, or failure to provide proper pretreatment, the Utility may require the Customer, at Customer's expense, to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem.

Sewer service is provided for the residence or facility physically located at the location of the service. Bulk quantities of sewage generated at location off the premises of the service location shall not be disposed of in the Customer's service line.

In areas served by pressurized collection systems, specific Customer Premises Equipment may be required by the Utility. The Customer will retain ownership of the Customer Premises Equipment, and all maintenance, repairs and replacement are the Customer's responsibility. The Customer will supply its own electric power for the Customer Premises Equipment. Repair and replacement of the Customer Premises Equipment will be at the Customer's expense. Repairs on Customer Premises Equipment must be performed by a qualified plumber certified by the Utility, and a certified report of such repairs must be submitted to the Utility. The Utility requires that parts and equipment meet the minimum standards approved by the TCEQ and the Utility, to ensure proper and efficient operation of the sewer system.

Customers served by a pressurized collection system and/or an alternative (wastewater) collection system shall be required to execute, in addition to this Application, an Alternative Collection System Service Agreement required by 30 Texas Administrative Code §217.95, as it may be amended from time to time. Customer's execution of an Alternative Collection System Service Agreement, and Utility's receipt of the same, shall be a condition precedent to Utility's obligation to provide water and wastewater service to Customers served by alternative wastewater collection systems.

For new connections or any modifications to the Customer Premises Equipment, TWC shall require an inspection of the Customer Premises Equipment prior to initiating service. The inspection shall be conducted by a Utility representative or a pre-approved inspector. By signing this agreement, the Customer explicitly grants TWC access to the property to conduct the inspection.

**CUSTOMER AGREEMENT:** BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH UTILITY'S RULES AND TARIFFS AS THEY MAY BE AMENDED FROM TIME TO TIME AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER, INJURE, DAMAGE OR THREATEN UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE GROUNDS TO TERMINATE MY SERVICE.

I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON UTILITY'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM UTILITY.

I HAVE BEEN SHOWN A COPY OF UTILITY'S TCEQ APPROVED TARIFFS, AND I AGREE TO PAY THE RATES IN THE TARIFFS AS THEY MAY BE AMENDED FROM TIME TO TIME AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

*If this application is cancelled before service has been activated or if this application is void pursuant to a provision herein, Customer shall only be entitled to a refund of the Deposit.*



## **Alternative Wastewater Collection System Maintenance and Service Agreement**

- I. PURPOSE.** SJWTX, Inc. dba The Texas Water Company (hereinafter referred to as "TWC") is responsible for protecting the public drinking water supply and the environment from pollution and other contamination which could result from the improper construction or configuration of a private water system and/or alternative wastewater collection system. Accordingly, this Service Agreement (the "Agreement") is to notify Customer, identified herein as the signatory or signatories on the last page of the Agreement, of the restrictions that are in place and enforced by TWC to provide this protection and ensure the public's health and welfare. For that purpose, and as required by 30 Texas Administrative Code Section 217.95, each Customer using an alternative collection system must sign this Agreement before TWC will begin service to the Customer's property. In addition, when service to an existing connection has been suspended or terminated, TWC shall not re-establish service to that connection until it has a signed copy of this Agreement from the owner(s) of the subject property.
- II. DEFINITIONS.** As used in this Agreement:
- A. "Alternative Collection System" refers to a wastewater collection system that uses components such as grinder pumps, septic tanks, or vacuum valves, which are installed throughout the collection system, specifically including the types of collection systems identified in 30 TAC 217, Subchapter D, (relating to Alternative Collection Systems). An alternative collection system is comprised of both on-site and off-site components.
  - B. "Customer" refers to the signatory or signatories identified on the last page of this Agreement or its/their assignee.
  - C. "Customer Premise Equipment" refers to the wastewater collection system and alternative collection system components and/or equipment placed or located on Customer's real property and owned by Customer. Unless stated otherwise in a writing executed by TWC, Customer's ownership of the Customer Premise Equipment commences at the boundary line of Customer's real property. The term Customer Premise Equipment shall have the same meaning as the term "on-site components" as it is used in 30 Texas Administrative Code Section and 217.95. Customer Premise Equipment may include, but is not limited to, septic and/or collection tanks, pumps, and filters, all corresponding controls for the same, and all fixtures or equipment used for the purpose of providing electronic or other power to the Customer Premise Equipment.
  - D. Any terms not defined herein shall have the same meaning as set forth in Title 30 Texas Administrative Code Chapter 217, Design Criteria for Domestic Wastewater Systems, as amended from time to time, unless the context of said term clearly indicates otherwise.
- III. RESTRICTIONS.** State regulations prohibit the following unacceptable water system and wastewater collection system practices:

- A. There shall be no direct connection between the public drinking water supply and a potential source of contamination. Potential sources of contamination shall be isolated from the public drinking water system by an air-gap or an appropriate TWC-approved backflow prevention device.
- B. There shall be no cross-connection between the public drinking water supply and a private water or wastewater collection system. 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 TWC-approved reduced pressure-zone backflow prevention device.
- C. There shall be no connection that allows water to be returned to the public drinking water supply.

**IV. ALTERNATIVE WASTEWATER COLLECTION SYSTEM REQUIREMENTS.** Customer is required by State regulations to abide by the following practices applicable to the ownership and operation of wastewater collection systems and alternative collection systems, including Septic Tank Effluent Pump (STEP) Systems, located on Customer's property (all together, the "wastewater collection system"):

- A. Any existing wastewater collection system component, building lateral, or on-site component that is to be incorporated into a new, expanded or materially altered wastewater collection system, e.g., the Customer Premise Equipment, must be cleaned, inspected, tested, repaired, modified, or replaced, as necessary, to the satisfaction of TWC, before Customer is permitted to connect said component to the wastewater collection system. The cost for said cleaning, testing, repairing, etc., shall be paid for by Customer.
- B. Any components of the wastewater collection system owned by TWC and located on the Customer's property must have an upstream isolation valve. TWC shall notify Customer in writing of any equipment owned by TWC that is located on Customer's real property; unless otherwise stated in said writing, Customer's ownership of the Customer Premise Equipment occurs at the boundary line of Customer's real property; i.e., Customer owns all Customer Premise Equipment on its Property.
- C. Any on-site components of the wastewater collection system owned by Customer and located on Customer's property, e.g., the Customer Premise Equipment, must have a service isolation valve located on the service pipe connecting Customer's on-site components to TWC's wastewater collection system. Customer must permit TWC access to the service isolation valve at all times through an easement granted by the property owner to TWC, its agents and assigns; the terms of said easement being defined in more detail below.

**V. TERMS OF SERVICE (ALTERNATIVE COLLECTION SYSTEMS).** The following are the terms of service between TWC and Customer for TWC's provision of wastewater collection service to an alternative collection system located on Customer's property:

- A. Customer Premise Equipment shall be the property of Customer, unless specifically stated otherwise in writing by TWC. Customer is solely responsible for the proper construction, operation, and maintenance of all Customer Premise Equipment. This includes, without limitation, the payment of all electric power used in the operation of the Customer Premise

Equipment, the cost of installing, operating, repairing, replacing, removing, and maintaining any Customer Premise Equipment in accordance with this Agreement, whether performed by Customer or TWC, will be at Customer's sole expense.

- B. Prior to the construction or installation of any new or repaired Customer Premise Equipment, Customer must notify TWC of the proposed installation or repair, and TWC must be given the opportunity to verify that Customer will comply the rules and regulations pertaining to the operation of said equipment. TWC shall have the opportunity to approve all materials and equipment before Customer incorporates the same into any construction or repair of any Customer Premise Equipment (including the right to inspect and approve any pre-treatment equipment). The installation, replacement, or repair of Customer's Customer Premise Equipment must be performed by TWC, its agents, or a qualified maintenance provider approved by TWC. TWC shall provide customer a list of approved maintenance providers upon receipt of Customer's request for the same. If repairs to the on-site components are performed by a third-party maintenance provider approved by TWC, Customer shall submit a certified report of such repairs to TWC following completion of the same. TWC requires that the parts and equipment used in the repair or replacement of any Customer Premise Equipment meet the minimum standards approved by the TCEQ and TWC.
- C. TWC shall have an engineer inspect and approve the installation of any and all new or repaired Customer Premise Equipment before placing the system into service, including the right to inspect and approve the installation of any pre-treatment unit
- D. TWC shall have access at all reasonable times to Customer's property to inspect and, if necessary, maintain Customer Premise Equipment.
- E. TWC has the right to make emergency repairs and perform emergency maintenance to any alternative collection system component, including Customer Premise Equipment and collection line laterals, when required to protect the environment, public health, and the integrity or operation of the alternative collection system.
- F. The cost of any repairs or maintenance, including emergency repairs and maintenance, to any Customer Premise Equipment, whether or not performed by TWC or its agents, shall be charged to and paid for by Customer. The cost of any repairs or maintenance performed on any Customer Premise Equipment by TWC, or its agents, shall be billed to Customer and shall reflect only those amounts incurred by and billed to TWC and its agents for the same. Invoices for said repair and maintenance costs shall be provided to Customer in a separate billing statement or included in Customer's monthly water and wastewater billing invoice. Unless otherwise agreed to in a writing executed by TWC, Customer shall pay said repair and maintenance invoices within sixty (60) days of Customer's receipt of the same, unless provided otherwise in said invoice.
- G. Customer shall be responsible for the cost of providing power, electric or otherwise, to any Customer Premise Equipment requiring power.
- H. It shall be the Customer's responsibility to maintain the Customer Premise Equipment, service line, pressurized collection system (if any), and appurtenances in good operating condition; e.g., in good working order, clear of obstruction, defects, or blockage. Customer

agrees to operate the system in accordance with TWC's written procedures and limitations. If there is excessive infiltration or inflow or failure to provide proper pretreatment, TWC may require Customer to repair the Customer Premise Equipment to eliminate the infiltration or inflow or take such actions necessary to correct the problem including, but not limited to, pumping the contents of Customer's on-site collection tank(s) at Customer's expense.

- I. If the property to be served does not have a dedicated, recorded public utility easement encompassing the Customer Premise Equipment and available for TWC's use in providing water and/or sewer utility service to the property in accordance with this Agreement, the Customer shall be required to provide TWC with a suitable recorded easement as a condition of service. The form of any such easement must be approved in advanced by TWC and shall include the following: (1) the easement shall be in a location acceptable to TWC; (2) the easement shall be for a corridor no less than fifteen (15) feet in width providing access to the receiving tank lift station and other Customer Premise Equipment; (3) the easement must encompass at least a fifteen (15) foot radius surrounding the Customer Premise Equipment; and (4) the easement shall be for the benefit of TWC, its agents and assigns. The easement shall be signed by (and shall be binding upon) all current record title owners of the property in question and enforceable against any and all subsequent purchasers of the property.
- J. TWC has the right to collect, transport, and dispose of any residual material removed from Customer's Customer Premise Equipment via the easement referenced above. As part of TWC's provision of wastewater services to Customer, TWC may conduct a bi-annual tank inspection and will pump the contents of Customer's on-site collection tank(s) once every five (5) to ten (10) years or more frequently as needed for proper system operation. If TWC is required to pump the contents of Customer's on site collection tank(s) more frequently than once every five (5) years, said additional pumping and disposal shall be performed by TWC or its agents at Customer's sole expense.
- K. The terms of this Agreement shall be enforced on Customer in addition to any and all other similar terms applicable to wastewater collection systems and alternative collection systems specified in TWC's most up-to-date Sewer Utility Tariff applicable to the service area encompassing Customer's property.
- L. Customer shall not allow for or permit the diversion or drainage of any fluids not approved by TWC into Customer's Customer Premise Equipment or TWC's wastewater collection system; including, but not limited to, any of the following: storm water, surface water runoff, grease, oil, solvent, paint, or other toxic chemical compounds.

**VI. ENFORCEMENT.** If the Customer fails to comply with any of the terms of this Agreement, TWC, at its option, may: (a) terminate service immediately as referenced below; (b) properly install, test, and maintain an appropriate backflow prevention device at the Customer's service connection; or (c) take any other action it deems advisable for the proper operation of the Alternative Collection System. Any expenses associated with the enforcement of this Agreement shall be billed to and paid for by Customer. In addition to the foregoing, TWC may terminate water and wastewater service with no compensation to Customer if Customer fails to comply, to TWC's satisfaction, with Customer's obligations or responsibilities under this Agreement,

TWC's Sewer Utility Tariff, or if any amounts due herein to TWC by Customer are not paid in full within sixty (60) days of Customer's receipt of an invoice for the same from TWC.

**VII. REGULATORY COMPLIANCE.** To the extent that any additional terms are required in order for this Service Agreement to comply with Title 30 Texas Administrative Code Section 217.95, as it may be revised from time to time, Customer agrees that such additional terms are hereby incorporated in this Service Agreement by this reference.

**VIII. REPAIR AND MAINTENANCE – Third Party Provider.** Customer may contract with a third-party maintenance provider for the provision of repair and maintenance services to Customer's Customer Premise Equipment in accordance with this Agreement. If Customer elects to use a third-party maintenance provider, said maintenance provider must be (1) preapproved by The Texas Water Company in writing; (2) qualified to provide service to alternative collection systems, specifically Customer's Customer Premise Equipment; and (3) have a 24 hour emergency maintenance number that Customer and/or The Texas Water Company can rely upon in the event emergency maintenance is required.

This Agreement is subject to the terms and restrictions of TWC's Sewer Utility Tariff, as it may be amended from time to time.

AGREED AND ACCEPTED:

**Customer (1):**

Customer's Name (printed):

Customer's Signature:

Date:

**Customer (2):**

Customer's Name (printed):

Customer's Signature:

Date:

Service Address:

Building Completion Date:

The Texas Water Company  
P.O. Box 1742 Canyon Lake, Texas 78133  
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www.txwaterco.com  
newservice@texwaterco.com