

## **MEEKER MUNICIPAL WATER DISTRICT SERVICE APPLICATION AND AGREEMENT**

**AGREEMENT** made this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, between MEEKER MUNICIPAL WATER DISTRICT, a conservation and reclamation district created under Section 59, Article XVI, Texas Constitution, (hereinafter called the District) and \_\_\_\_\_ (hereinafter called the Applicant and/or Customer)

Witnessed: \_\_\_\_\_

The 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 that are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each Customer must sign this agreement before the District will begin 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.

The District shall sell and deliver water service to the Customer and the Customer shall purchase, or reserve services from the District in accordance with the bylaws and this Agreement.

The Board of Directors shall have the authority to cancel the service of any Customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Customer and is to serve water to only one (1) dwelling or one (1) business. Extension of pipe or pipe(s) to transfer water from one property to another, to share, resale, or sub meter water to any persons, dwellings, businesses, or property, etc., is prohibited.

In the event the total water supply is insufficient to meet all of the needs of the Customer, or in the event there is a shortage of water, the District may initiate the emergency rationing program as specified in the District Drought Plan. By execution by the customer of this agreement, customer hereby shall comply with the terms of said program.

The Customer shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the District. The use of pipes and pipefittings that contain more than 0.25% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District.

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 of like contractors, tampering by other customer/users of the District, normal failures of the system, or other events beyond the District's control.

**The Customer shall grant to the District now, or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves, and any other such equipment, which may be deemed necessary by the District to extend or improve service for existing or for future Customers, on such as required by the District.**

**The Customer shall be responsible for protection from damage of all lines and equipment owned by the District and installed on the property of the Customer. This will include, but is not limited to, meters, valves, and water lines. Should Customer or its contractor, subcontractor, or tenant, damage District equipment or fail to provide adequate protection, all cost of repair will be at the expense of the Customer.**

The District shall have the right to locate a water service meter an a 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 property and equipment located upon Customer's premises at all reasonable 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.

- A. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by District or its 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 changes to the private water distribution facilities. The inspections shall be conducted during the District normal business hours.**
- B. The District shall notify the member in writing of any cross connection or other potential contamination hazard, which have been identified during the initial inspection or the periodic re-inspection.**
- C. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.**
- D. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention devices, RPZ industrial, and large commercial will be required by the District. A Customer Service Inspection CSI copy of all testing and maintenance record shall be provided to the District.**

- E. **If an irrigation system is connected to a potable water supply and requires major maintenance, alteration, repair or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method as defined in this 30 Texas Administrative Code 334.52 before any major maintenance, alteration, repair, or service is performed. The Customer 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 Customer ties on to the system. The District will cooperate with Customer's Insurance Agency or company regarding such claims. Such assistance, shall in no manner, imply that the District has any liability or responsibility from damage to the Customer's property.**

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

---

Applicant / Customer

Meeker Municipal Water District  
807 N. Meeker Road  
Beaumont, Texas 77713  
(409) 866-1670 Office Hours 8:30am – 4:30pm, Monday -Friday