

# Llano County Municipal Utility District #1

## Application and Agreement for Water, Garbage and/or Sewer

### Customer's Information

Date of Request:		
Name of Property Owner:		
Location of Service Requested (Include Lot #):		
Permanent Mailing Address:		
Telephone: (H)	(W)	(Cell)

### Contractor's Information

Name of Business:		
Contact Name:		
Address:		
Telephone: (H)	(W)	(Cell)

### Type of Service Requested (check the box)

WATER  SEWER  GARBAGE  OTHER

### Fees

Water Tap Fee	<input type="text"/>	Transfer Fee	<input type="text"/>
Sewer Tap Fee	<input type="text"/>	Other Fees (list)	<input type="text"/>
Grinder Pump Fee	<input type="text"/>	-----	<input type="text"/>
		-----	<input type="text"/>

Total Fees Collected	Check Number
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Customer's Signature:
Print Name:

LCMUD#1 Authorized Signature:
Print Name:

**Llano County Municipal Utility District # 1**  
**Application and Agreement for**  
**Water, Garbage and/or Sewer**

This agreement is entered into between Llano County Municipal Utility District #1, whose mailing address is 2900 Blue Lake Drive, located in Llano County, Texas (the "District") and \_\_\_\_\_ whose mailing address is \_\_\_\_\_ and whose service address is \_\_\_\_\_ (the "Customer") and effective as of the date last appearing below.

**1. PURPOSE**

Llano County Municipal Utility District # 1 is responsible for protecting the drinking water supply from contamination or pollution that 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 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 water system will not re-establish service unless it has a signed copy of this agreement.

**2. 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 supply by an air-gap or an appropriate back flow 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 shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back flow 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 8.0% 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 percent lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.

### **3. SERVICE AGREEMENT**

The following are the terms of the service agreement between the District and the customer.

- A. The District will maintain a copy of this application/agreement as long as the Customer and/or the premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System 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'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 contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

### **4. 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 back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

### **5. INSTALLATION OF WATER SERVICE EQUIPMENT**

The District will furnish and install, and or cause to be furnished and installed, on and within the property, the water service equipment, which shall include:

- A. A water connection pipe from the District's water main to the point of connecting at the Customer's property;
- B. A water meter; and
- C. Any other equipment from time to time determined by the District to be necessary for the purpose of providing the Customer with water service.
- D. The meter and/or connection are for the sole use of the Customer and to serve water to one dwelling or property. the customer shall not share, resale, or sub-meter water to any other dwelling, property, etc., without the specific written authorization of the District and in compliance with the rules and regulations.
- E. The District has the right to locate the water service meter and the pipes necessary to connect the meter on the property of the Customer at the point mutually agreeable to both the District and the Customer. The Customer will allow access at all the reasonable times to its property and equipment located upon Customer's premises for the limited purposes of reading the water meter, repairing or replacing existing facilities and to check for illegal connections or unsafe plumbing practices or cross connections. Effective January 1, 1996, the Customer Service Inspection Certificates (plumbing certificates) are needed on all new construction, material improvement, correction or addition to private plumbing or when the District believes that cross-connection of unacceptable plumbing exists, according to the rules and regulation for Public Water Systems.
- F. An additional fee may be charged to a consumer applicant for tap expenses not normally incurred; for example, any unusual excavation costs due to hitting rock are to be paid for by the consumer.

**6. INSTALLATION OF SEWER SERVICE EQUIPMENT**

The District will furnish and install, and /or cause to be furnished and installed, on and within the property described in paragraph 7 below (the "property"), the sewer service equipment, which shall include:

- A. A sewer connection pipe from the District's sewer main to the point of connection at the Customer's property, hereinafter referred the to as the "point of connection";
- B. A grinder pump, monthly charges for maintenance and operation, extension of the sewer line if applicable; and
- C. Any other equipment determined from time to time by the District

to be necessary for the purpose of providing the Customer with sewer service.

- D. The Customer agrees to sign and comply with the terms of the Water, Garbage and/or Sewer Service Agreement before the District will begin service
- E. The District has the right to locate the sewer service valve box and tap at the point mutually agreeable to both the District and the Customer. The Customer will allow access at all the reasonable times to its property and equipment located upon Customer's premises for the limited purpose of maintaining, repairing or replacing existing facilities.
- F. An additional fee may be charged to a consumer applicant for tap expenses not normally incurred; for example, any unusual excavation costs due to hitting rock are to be paid for by the consumer.

**7. OWNERSHIP AND MAINTENANCE OF WATER AND/OR SEWER SERVICE EQUIPMENT**

The District will own and maintain all sewer service equipment and water service equipment. The District may contract with one or more other persons or entities for the maintenance of the sewer service equipment and water service equipment.

**8. PROVISION OF WATER AND/OR SEWER SERVICE**

Except as may be prevented or limited by conditions beyond its control and subject to the provisions of paragraph 5 hereof, the District will furnish water and sewer service to the Customer pursuant to this Agreement in accordance with the applicable provisions of the Texas Water Code.

**9. GARBAGE SERVICE**

When water service commences for a Customer, garbage collection services and fees, whether used or not, also begin. Waste scrap, bricks, roofing, building materials, or other trash resulting from construction or remodeling, including carpeting, will not be removed from the premises by the garbage collector. These items are not to be placed in the dumpsters.

**10. FEES, RATES AND CHARGES; BILLING FOR WATER, GARBAGE AND/OR SEWER**

- A. The Customer hereby agrees to pay when due all fees, rates and charges with respect to such services now in effect and from time to time established and revised by the District, including without limitation, tap fees, water rates, garbage rates and sewer rates, and such payment when due shall be a condition to the District's obligations to provide equipment and services to the Customer hereunder.
- B. The District will bill the Customer periodically for such fees, rates and charges, at the address provided in the first paragraph of this Agreement or at such other address as the Customer shall

designate in writing the District. Payment of a bill for water, garbage and sewer service shall be due and shall become delinquent at such time or times, and shall be subject to such penalty or penalties for late payment, as the District now has in effect or as may be in effect. As a matter of information only, and subject to future change by the District, payment for water, garbage and sewer shall be due and shall become delinquent if the full payment is not received by the District by 5:00 p.m. on the due date, and District may assess the Customer a one-time penalty for delinquent bills of the greater of either \$5.00 or 5%.

C. Inactive Service Upon Request of Consumer: Consumers may request water and garbage services to be placed on an inactive status in order to reduce monthly charges. Inactive service will accrue no charges for water and garbage services. There is no inactive status for sewer service. The consumer will be billed the regular monthly rate.

**11. TERMINATION OF SERVICE**

In the event that the Customer fails to pay a delinquent account for water, garbage or sewer services, the District may, upon proper notice, terminate the Customer's water service until such time as payment is received. The District may charge the Customer a fee for reconnection of services.

**12. SMALL CLAIMS COURT**

Failure of any customer to pay for water, garbage or sewer services seriously jeopardizes the District in the fulfilling its financial obligations and places an unfair burden on those customers who pay for these services. Any utility bill that is delinquent for more than 90 days will be turned over to Small Claims Court.

**13. EASEMENT**

The Customer hereby grants to the District, its employees, agents and representatives, and any other entity with whom the District contracts for the installation, maintenance, repair or inspection of the water service equipment or sewer service equipment, a right of way easement across the Customer's property with the right of ingress and egress for the purpose of installing, maintaining, repairing, removing, reinstalling and inspecting the water service equipment or sewer service equipment. The Customer's property over which such easement is granted is situated in Llano County, Texas and described as follows:

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**14. DUTY TO PROVIDE SURVEY**

At the Customer's sole cost, the Customer shall provide the District with a copy of a current survey of the Customer's property, clearly showing the boundaries of the property, the location of all structures on Customer's property (including the location of water meter, grinder pump and sewer valve box) and the District's right of way boundaries adjoining Customer's property, with such survey to be provided by a certified or registered land surveyor. In the event that no current

survey of the Customer's property is available, then, at the Customer's sole cost, the Customer shall obtain such survey.

**15. CHARGE FOR REPAIR OF WATER AND/OR SEWER SERVICE EQUIPMENT**

If the water service equipment or sewer service equipment requires repair as a result of injury or damage by any action of the Customer, or any of its guests, invitees or residents on the property, the District will repair such water service equipment or sewer service equipment and the Customer will be responsible and shall reimburse the District for any charges incurred by the District in repairing such water service equipment or sewer service equipment.

**16. INJURY OR DAMAGE TO ANY PERSON OR ANY PERSON'S PROPERTY**

In the event the sewer service equipment causes or is alleged to cause, in whole or in part, any injury or damage to any person or any person's property (real or personal) by any action and/or omission by the Customer, or any of the Customer's guests, invitees, licensees, or residents, then the Customer agrees that the Customer will hold the District harmless and indemnify the District from any damages, attorneys' fees, costs and expenses arising from or alleged to arise from such injury or damage caused or alleged to be caused, in whole or in part, from such action and/or omission.

**17. CUSTOMER SERVICE INSPECTIONS**

- A. The customer service inspection certification will be completed prior to final inspection or before the building is occupied but no later than 30 days after completion of construction. Failure to file this customer inspection certificate will result in immediate termination of water.
- B. Any and all unacceptable plumbing practices found by the plumbing inspector will be immediately corrected at the expense of the customer.

**18. NOTICE**

Unless otherwise provided by applicable law, any notice to be provided under this Agreement shall be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein described shall be conclusively deemed to be effective three (3) days after having so been deposited, and notice given in any other manner provided herein shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be those appearing in the first paragraph of this Agreement. The parties hereto have the right at any time to change their respective addresses upon not less than fifteen (15) days written notice given to the other party hereto in the manner provided by this Section.

The customer agrees that this contract binds the Customer signing this agreement as well as all other owners or residents of the service property listed above, for whom the Customer agrees the Customer has signed as agent, and as well as the heirs, personal representatives, and any trustee in bankruptcy of the Customer and all other owners or residents of the such service property.

**EXECUTED AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_.**

**LLANO COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 1**

**By: \_\_\_\_\_  
Authorized Representative**

**CUSTOMER**

\_\_\_\_\_  
**Print Name: \_\_\_\_\_**

Miscellaneous Forms/ip-Service Agreement.doc  
06/25/2002-approved  
Revised 05/13/2004  
**05/25/2004-approved**