

East Fork Special Utility District

SERVICE AGREEMENT

This service agreement is made between East fork Special Utility District (the "District"), Collin County, Texas, and the undersigned ("Applicant" and/or "Customer"). The District shall sell and deliver water utility service to Applicant, and Applicant agrees to purchase, receive and/or reserve service from the District in accordance with the District's approved Rate Order, as amended from time-to-time by the District's board of directors. Upon Applicant's compliance with the requirements for obtaining service set forth in the Rate Order, including payment of all applicable fees, the Applicant shall qualify to receive service and thereafter may be called a Customer of the District.

The District's board of directors shall have the authority to discontinue service to any customer that fails to comply with any rule, regulation or policy set forth in the Rate Order, or that fails to pay all utility fees and charges as required by the District in accordance with the Rate Order. If at any time service to Customer is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this service agreement.

All water furnished by the District to Applicant shall be metered by a meter installed, owned and maintained by the District. The meter connection is for the sole use of Customer and is to provide service to only one (1) dwelling or one (1) business on the property designated for service. **Any extension of pipe(s) to wholly or partially divert or transfer water service from one property to another, to share or resell water service, or to submeter water service to any other person, dwelling, business or property, is prohibited. Applicant is expressly prohibited from attempting to tamper with or bypass the meter. Any person who intentionally or knowingly causes impairment or interruption of the District's public water supply, or causes it to be diverted in any manner, shall be reported the District for possible prosecution under Texas Penal Code § 28.03.**

Customer shall install, at Customer's own expense, any necessary customer service lines from the District's water meter and service equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to Customer's property for the purpose of inspection for possible cross-connections, potential contamination hazards, illegal lead materials and any other violations or possible violations of the Federal Safe Drinking Water Act or Chapter 341 of the Texas health & Safety Code, other state or federal statutes and regulations, or the District's approved Rate Order and service policies.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each Customer of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unacceptable practices are prohibited by state regulations:

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- 1) Any direct connection between the public drinking water supply and a potential source of contamination is prohibited. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- 2) Any cross-connection between the public drinking water supply and a private water system is prohibited. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- 3) Any connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is prohibited.
- 4) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection which provides water for human consumption.
- 5) No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection which provides water for human consumption.
- 6) All installed plumbing fixtures, including those without limitation pressure relief valves and thermal expansion devices, must comply with state plumbing codes and/or regulations.

Customer shall allow the property designated to receive service to be inspected by the District for possible cross-connections, potential contamination hazards and illegal lead materials. The District shall conduct such inspections prior to initiating service to Applicant and periodically thereafter. Inspections shall normally be conducted during the District's regular business hours.

The District shall notify Customer in writing of any cross-connections or other unacceptable practices which have been identified during the initial or subsequent inspection(s). Customer shall immediately correct any unacceptable practice on their property. Customer shall, at Customer's 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 as required. Failure to comply with the terms of this Service Agreement shall cause the District to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. The District may assess the Customer for any expenses associated with the enforcement of this agreement. **Notwithstanding anything to the contrary, the District may immediately disconnect service without prior notice if an actual health hazard exists. Any expenses associated with the enforcement of this service agreement shall be billed to the Customer.**

In the event the total water supply is insufficient to meet all of the needs of the District's customers, or in the event there is a shortage of water, the District may initiate the Drought Contingency Plan for the East Fork Special Utility District set forth in Section H of

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the Rate Order. By execution of this service agreement, Applicant hereby agrees to comply, and shall comply with all terms of the Drought contingency Plan.

By execution hereof, Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks, tampering by third persons or customers of the District, normal system failures, system maintenance or repairs, or other events beyond the District's control, or for damages caused by negligent acts of the District, its employees, designated representation and contractors.

Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any proving system -wide service for existing or future customers.

This service agreement must be executed by the District and Applicant before service is provided to Applicant. Applicant acknowledges receipt of a copy of the Rate Order by execution of this service agreement. The District will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the District.

By execution hereof, Applicant shall guarantee payment of all rates, fee and charges due on any service account of Application with the District. Liquidation of said deposits may give rise to discontinuance of service under the terms and conditions of the District's approved Rate Order.

By execution hereof, Applicant agrees that any failure of Applicant to comply with the terms of this service agreement shall result in the denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by Applicant on any of the four (4) pages of this service agreement shall result in the denial or discontinuance of service pursuant to the terms and conditions of the District's approved Rate Order.

Please Note: If you are a joint customer with East Fork for water service and with the City of Wylie for sewer/trash service: East Fork SUD and the City of Wylie have an agreement that failure to pay the City of Wylie for Deposit and/or Sewer/Trash bills may result in disconnection of water service to your home until the City is paid and the City has notified East Fork SUD that such bill has been paid.

If the meter has been locked for non-payment to the City, regardless of whether the water bill to East Fork SUD has been paid, there will be a disconnection charge of \$70.00 payable to East Fork SUD before water service can be reinstated.

Please Note: The District hereby notifies the Customer that check valves are routinely installed on all new services. The check valves create a closed system for the customer,

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which helps to ensure the health and safety of all Customers from possible cross-connection contamination. The Customer is warned that as a result of the installation of check valves, the possibility of thermal expansion is present within the Customer’s closed system. **To prevent possible damage or harm from thermal expansion, all Customers shall install and maintain adequate thermal and/or pressure relief valves on all hot water heaters** attached to the Customer’s service lines. For further information regarding the dual check valves, closed systems or thermal expansion, please contact the District.

Regarding wells located on a property that has water service from East Fork:

All wells placed on properties within East For SUD’s service area are required to have an RPZ backflow prevention assembly device installed at the meter by a certified Backflow prevention Assembly Tester (BPAT) and an annual backflow prevention assembly test report to be sent to the District for its records.

Regarding irrigation systems on a property that has water service from East Fork:

All irrigation systems within East Fork SUD’s service area are required to have a backflow prevention assembly device installed by a certified Backflow Prevention Assembly Tester and an annual backflow prevention assembly test report to be sent to the District for its records.

Any misrepresentation of facts by applicant in this service agreement shall result in the district disconnecting service to applicant in accordance with the district’s rate order. The district shall maintain a copy of this service agreement as long as the applicant and/or premises is connected to the district’s public water system.

I understand that I am responsible for the bill amount due each month until East Fork SUD receives a disconnection notice in writing. (Request for Service Discontinuance form)

AGREED TO BY APPLICANT:

Applicant/Customer Signature Date

Applicant/Customer Signature Date

APPROVED:
East Fork Special Utility District

By: _____
East Fork SUD Representative Date