

Sunset Water Utilities
P.O. Box 1326
Marble Falls, Texas 78654
(830) 693-2963
sunsetwaterutilities@gmail.com

Water Service Agreement

NAME: _____ ACCOUNT NO.: _____ (leave blank)

TELEPHONE NO.: _____ EMAIL _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SERVICE ADDRESS: _____

FEES: (this section to be completed by Sunset Water Utilities)

COMMENTS: _____

INSTALLATION: \$ _____

CONNECTION: \$ _____

TRANSFER: \$ _____

OTHER: \$ _____

TOTAL DUE: \$ _____

MO () CHECK NO.: _____

The customer agrees to comply with all applicable laws, rules, and regulations of the State of Texas and of Sunset Water Utilities pertaining to this water service, including but not limited to: 1) Allowing the water utility to have access to the property for meter reading and inspection of all plumbing to ensure compliance of regulations and to ensure that no cross-connections exist (meters, utility lines must not be enclosed in fences or otherwise obstructed in a way that would hinder utility worker access); 2) A water cut-off valve installed on the customer's side of the meter box will be required for each service line; customers are not to use utility side valves or do anything that may damage meters/contents of meter boxes or utility property; customer is responsible for repair/replacement of this valve and damage they have caused to utility property; 3) Payment of all applicable fees

X _____
Customer Signature

Date

SERVICE AGREEMENT

- I. **PURPOSE.** The Sunset Water Utilities 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 which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Sunset Water Utilities will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not reestablish service unless it has a signed copy of this agreement.

- II. **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 system by an air-gap or an appropriate backflow 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 supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow 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 0.25% 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% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the Sunset Water Utilities (the Water System) and _____ (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is 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 Water System's normal business hours.
- C. The Water System 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 reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System 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 Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

**Groundwater Rights Agreement
with Sunset Water Utilities**

I/We, _____, own or have legal control or authority of the
_____ acre tract of land located at _____.

Sunset Water Utilities provides water service to the property described above. There are no water wells located on the tract of land described above.

I/We agree to provide groundwater rights to Sunset Water Utilities to allow Sunset Water Utilities to use any and all groundwater located beneath the surface of the tract of land described above to provide water service to customers of Sunset Water Utilities.

These groundwater rights are provided for the limited purpose of allowing Sunset Water Utilities to use the amount of groundwater from the tract of land described above to add to the annual groundwater production operating permit that Central Texas Groundwater Conservation District issues to Sunset Water Utilities. This agreement does not allow Sunset Water Utilities or any other entity to explore for groundwater, drill, or place any equipment for such purposes on the tract of land described above.

This agreement will become effective on the date that it is signed by the property owners and will be in effect for only as long as Sunset Water Utilities or the public water system provides water service to the tract of land described above. This agreement will terminate and groundwater rights will automatically revert back to the property owner if the property owner has a water well drilled on the tract of land described above and no longer receives water service from Sunset Water Utilities or the public water system.

Signature of Property Owner(s)

Date