

EXHIBIT "B"
SERVICE AGREEMENT

I. **PURPOSE.** The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. Caldwell County MUD 2 (the "District") enforces these restrictions to protect the public health and welfare. Each customer must sign this agreement before the District will begin sewer 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.

II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing 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 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.

C. 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.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District and [NAME OF CUSTOMER] (the "Customer").

A. The District will maintain a copy of this agreement as long as Customer and/or the premises is connected to the District's sanitary sewer system.

B. Customer, at his/her expenses, shall allow his/her property to be inspected by the District or its representatives for possible unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new sewer service; when there is reason to believe that unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.

C. The District shall notify Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or any periodic reinspection.

D. Customer, at his/her expense, shall immediately correct any unacceptable plumbing practice on his/her premises.

E. Customer, at his/her expense, shall 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.

IV. **ENFORCEMENT.** If Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either terminate sewer service or undertake necessary repairs, replacement, or maintenance. Any expenses associated with the enforcement of this Service Agreement shall be billed to Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

ADDRESS: _____

Please fill out completely and return with a copy of your driver's license.

*****SERVICE WILL BE CONNECTED NEXT BUSINESS DAY FOLLOWING ACCOUNT ACTIVATION*****

**Special Notice
Right to Confidentiality of Personal Information**

House bill 872, effective September 1, 2021, requires utility companies to notify customers of their right to confidentiality. You are hereby informed that your billing information and personal records are kept confidential unless you request in writing that they become accessible to the public.

Customer Name: _____

_____ My billing/personal information should be available to the public.

“Personal Information” as defined by this notice means an individual’s address, telephone number and social security number.

“Billing Information” as defined by this notice means any information relating to the volume, units of utility usage, or the amounts billed to or collected from the individual for utility usage.

If you have any questions, please contact the District at 281-367-5511.

Permission to activate account

I give my permission for Municipal Operations to activate the sewer account at the address below without anyone present. I understand that the District and Municipal Operations & Consulting will not be held responsible for any damage to broken pipes, leaking pipes, flooded areas, or any water related damages etc.

Services Address _____

Signature _____ **(required)**

(NO Electronic signatures accepted)

**ATTACH PHOTO ID HERE
(or on a separate sheet of paper)**

Please attach a photo copy of a valid government-issued photo ID which includes your date of birth here, or on a separate sheet of paper



Please fill out completely and return with a copy of your driver's license.

*****SERVICE WILL BE CONNECTED NEXT BUSINESS DAY FOLLOWING ACCOUNT ACTIVATION*****