

## WATER SERVICE AGREEMENT

The following are the terms of the service agreement (the Agreement) between MSEC Enterprises, Inc. dba MidSouth Water Services (the Utility) and the applicant taking service from the Utility (the "Customer"). This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Utility and the Customer.

**I. PURPOSE.**

The Utility 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 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 electronically sign this agreement when applying for service before the Utility will begin service. In addition, when service to an existing connection has been suspended or terminated, the Utility will not re-establish service unless it has an electronically signed copy of this Agreement.

**II. PLUMBING CODE.**

The Utility adopts the International Plumbing Code pursuant to Texas Commission on Environmental Quality (TCEQ) Rule 290.46(i). The piping and other equipment on the premises furnished by the Customer shall be maintained by the Customer at all times in conformity with the requirements of the International Plumbing Code and any other federal, state, and/or local regulations.

**III. 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.

IV. TERMS.

- A. The Utility will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Utility.
- B. The Customer shall allow their property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Utility 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 Utility's normal business hours.
- C. The Utility 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 their premises.
- E. The Customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Utility. Copies of all testing (including annual retesting if required) and maintenance records shall be provided to the Utility.

V. ENFORCEMENT.

If the Customer fails to comply with the terms of the Service Agreement, the Utility may, 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 and the Customer, by electronically signing this Agreement when applying for service (or having signed a previous agreement when application for service was made), agrees to be bound by the terms of this Agreement and to pay all costs incurred by the Utility related to the installation of any backflow prevention devices.