

**WASTEWATER SERVICE APPLICATION AND AGREEMENT
WELLBORN SPECIAL UTILITY DISTRICT**

This Application for wastewater service and agreement (“Agreement”) is made by and between WELLBORN SPECIAL UTILITY DISTRICT, its successor and assigns (the “District” or “Utility”) and the applicant (“Customer”) whose name and signature is shown on the last page of this document.

- I. **PURPOSE.** The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration and for collecting and treating domestic wastewater. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The District enforces these restrictions to ensure 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. **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 agreement as long as the Customer and/or the premises are connected to the Sewer 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 District 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 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 District. Copies of all testing and maintenance records shall be provided to the District.

III. SPECIFIC UTILITY SERVICE RULES AND POLICES

- A. Prohibited Wastes. The disposal into the District's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers. These substances are defined as "garbage" under Section 361.003(12) of the Solid Waste Disposal Act, Texas Health and Safety Code, and are not "sewage" as defined by Section 26.001(7) of the Texas Water Code. The District only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment, or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the District's state-approved wastewater treatment plant within the parameters of the District's state and federal wastewater discharge permits. THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE DISTRICT'S COLLECTION SYSTEM.
- B. Damages to Equipment. Pursuant to Texas Commission on Environmental Quality Rule 291.87(n), the District may charge for all labor, material, and equipment, and other costs necessary to repair or to replace all equipment damaged due to service diversion or the discharge of wastes which the system cannot properly treat. This shall include all repair and clean up costs associated with discharges of grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption or for sale to the public discharged from grease traps or other grease and/or oil storage containers. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. The District may not charge any additional penalty or charge other than actual costs unless such penalty has been expressly approved by the regulatory authority having rate/tariff jurisdiction and filed in the Districts' rate order.
- C. Operations. Pursuant to Texas Commission on Environmental Quality Rule 291.86(b)(3)(A) and (B), the customer's service line and

appurtenances shall be constructed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the Uniform Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the District can provide evidence of excessive infiltration or inflow or failure to provide proper treatment, the District, may, with the written approval of the TCEQ's executive director, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the District may disconnect service after proper notice.

- IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Agreement, the District shall, at its opinion, either terminate service or impose a charge or fine on the customer. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

This Agreement may not be assigned or transferred by the Customer without the written consent of the District.

NAME AND ADDRESS OF
CUSTOMER

CUSTOMER'S SIGNATURE:

DATE: _____