MCUD

Midland County Utility District

Return to: Midland County Utility District
415 W Wall St., Suite 1815
Midland, TX 79701

By Email: applications@mcud.org

Today's Date: _____

Applicant's Name:

Date To Begin Service:

Service Address:

Property Owner's Name:

Billing Address:

Property Owner's Address:

Applicant's Cell Phone Number:

Applicant's Email Address:

Applicant's Phone Number:

Property Owner's Phone Number:

Applicant is:
☐ Owner ☐ Tenant ☐ Other _____

Applicant's Employer:

Applicant's Driver's License & State:

Work Phone Number:

Spouse's Name & Work Number:

The undersigned applies to Midland County Utility District for water services. We/I understand and agree that we/I will be responsible for all water services provided to the property described in this application until service to the property is disconnected in accordance with the District's Rules and Regulations. We/I agree to comply with the District's Rules and Regulations and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the Rules and Regulations may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

Section 182.052 of the Utilities Code states that a government-operated utility may not disclose personal information in a customer's account record, or any information relating to the volume of units of usage or amounts billed on the account unless the customer requests that the government-operated utility disclose the information. By agreeing to service with the utility and signing below, you agree to have your information kept confidential with the government operated utility. A customer may request disclosure of their information by delivering to the government-operated a written request.

☐ Request Disclosure (only select this box if you do NOT want your information confidential)

Signed: _____

Signed: _____

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*****PLEASE SIGN AND RETURN THIS COPY*****

Midland County Utility District
Customer Service Agreement

I. PURPOSE

The Midland County Utility District (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that 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 Midland County Utility District will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System 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 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 that allows water to be returned to the public water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between the Midland County Utility District 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 its property to be inspected for possible cross-connections and other unacceptable plumbing practices. 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 unacceptable plumbing practices exist, or after any major changes to the private plumbing 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 unacceptable plumbing practice that is identified during the initial inspection or a periodic reinspection.

D. The Customer shall immediately correct any unacceptable plumbing on its premises.

E. The Customer shall, at its expense, properly install, test, and maintain any backflow prevention device required by the Water System. Customer shall provide copies of all testing and maintenance to the Water System.

IV. GRANT OF ACCESS AND TEMPORARY EASEMENT FOR METER INSTALLATION

The Customer hereby grants to the Water System, its employees, agents, contractors, and successors, a temporary easement and irrevocable right of access to enter upon the Customer's Property located at the Service Address identified above, (hereinafter, the "Property"), for the purpose of installing, maintaining, repairing, replacing, reading, inspecting, and removing water meters and related appurtenances (collectively, the "Meter Facilities.") This grant includes the right to:

A. **Install Meter Facilities.** Install the Meter Facilities at a location on the Property determined by the Water System to be suitable for efficient meter operation and access.

B. **Maintain and Access.** Enter the Property at reasonable times to read, test, maintain, repair, or replace the Meter Facilities.

C. **Excavate and Restore.** Excavate, trench, or disturb the surface of the Property as reasonably necessary to install or repair the Meter Facilities, and restore the surface to substantially the same condition as existed prior to such work, ordinary wear and tear excepted.

D. **Remove Facilities.** Upon termination of water service, remove the Meter Facilities and restore the disturbed area.

The Customer represents and warrants that:

A. **Authority.** If the Customer is the owner of the Property, the Customer has full authority to grant this easement and right of access. If the Customer is a Tenant or other non-owner, the Customer represents that the owner of the Property has authorized Customer to grant this easement and right of access on behalf of the owner of the Property.

B. **Conflicting Restrictions.** To the Customer's knowledge, no deed restrictions, covenants or other encumbrances prohibit the installation of the Meter Facilities in the location designated by the Water System.

The Customer acknowledges and agrees that:

A. **Liability.** To the extent permitted by law, the Water System shall not be liable for any damage to landscaping, sprinkler systems, fences, or other improvements on the Property arising from the installation, maintenance, or removal of Meter Facilities, except to the extent caused by the Water System's gross negligence or willful misconduct.

B. **Duration.** This easement and right of access shall commence upon approval of this application and continue until termination of water service to the Property and removal of all Meter Facilities by the Water System.

C. **Binding Effect.** This grant shall bind the Customer and the Property Owner and their respective heirs, successors, and assigns, and shall run with the land.

V. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer 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.

By: _____
Customer's Signature

By: _____
Customer's Signature

Printed Name: _____

Printed Name: _____

Date: _____