

STATE OF TEXAS

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LAKEWAY MUNICIPAL UTILITY DISTRICT  
(LMUD)  
APPLICATION AND  
AGREEMENT FOR  
THE RESIDENTIAL DELIVERY  
AND USE OF REUSE WATER

COUNTY OF TRAVIS

**DO NOT SUBMIT THIS FORM UNTIL YOU HAVE RECEIVED  
WRITTEN ELIGABILITY APPROVAL FROM LMUD.**

**REQUESTED CONNECTION DATE:**

\_\_\_\_\_ (month/day/year)

**DISCLAIMER:** By inserting an “Requested Connection Date,” the Property Owner agrees that the connection date is not guaranteed by LMUD, and that the Service Address connection date to LMUD’s Reuse Water system is subject to change at any time depending on such factors as the overall project schedule, cost, labor availability, and other factors affecting LMUD’s ability to perform this work, as LMUD may determine.

*I understand that I may request any date in the future to start service, but service addresses requiring a tap and meter be set prior to service require at least a 2 week (10-business days) advance notice of requested connection date. Connection date is not guaranteed. Charges will begin once meter has been set.*

**SERVICE ADDRESS:**

Street Address		
City	State	Zip

**CUSTOMER INFORMATION:**

CUSTOMER #1		CUSTOMER #2 (optional)	
Last Name		Last Name	
First Name	Middle Initial	First Name	Middle Initial
<b>IDENTIFICATION (provide one)</b>		<b>IDENTIFICATION (provide one)</b>	
Social Security #		Social Security #	
Driver’s License #	State of Issuance	Driver’s License #	State of Issuance
Other Government Issued Id. # and Type		Other Government Issued Id. # and Type	

ACCOUNT CONTACT INFORMATION			
	<input type="checkbox"/> Mobile	<input type="checkbox"/> Landline	<input type="checkbox"/> Mobile <input type="checkbox"/> Landline
Telephone (main number)		Telephone (alternate number)	
Email Address (primary)		Email Address (alternate)	
BILLING ADDRESS			
Same as Service Address? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no, complete the following section)			
Street Address			
City	State	Zip	

**PAYMENTS:**

PAPERLESS BILLING REQUEST?	
<input type="checkbox"/> yes <input type="checkbox"/> no	
<i>If selected, I understand I will receive an electronic version of my bills instead of a paper bill. It is my responsibility to keep my primary email address up-to-date by contacting LMUD if my email changes from the primary email address provided in the Customer Information section above.</i>	
AUTOMATIC PAYMENT REQUEST?	
<input type="checkbox"/> yes <input type="checkbox"/> no	
<i>If selected, I understand that in addition to this application, I must complete and submit the <b>Authorization for Automatic Payment Form</b>.</i>	

**OBLIGATIONS:**

**LMUD PERMITTING OF REUSE WATER**

LMUD is authorized by Texas Commission on Environmental Quality (“TCEQ”) Permit No. WQ0011495001 and Permit No. WQ00011495006 (collectively, the “TCEQ Permits”) to dispose of treated effluent via land irrigation. LMUD is also authorized by TCEQ Authorization No. R11495-001 to produce and provide treated wastewater effluent ("Reuse Water") for non-potable purposes.

**RATES, FEES, CHARGES**

Customer agrees to pay a nonrefundable Tap Fee at the time of submittal of an Application and Agreement for the Delivery of Reuse Water. A refundable Security Deposit may also be due; this fee may be waived with a letter from a previous utility provider stating 12 consecutive months of timely payments or from another LMUD account under the Customer’s name. Once meter is set, Customer agrees to pay all applicable rates, fees, and charges of LMUD existing or as may be revised in the future. Please see current Rate Order for details.

LMUD reserves the right to review and revise its Reuse Water rates, fees, and charges without the consent of the Customer, and any revisions to the rates, fees, and charges shall be binding on the Customer without any additional notice.

**DELIVERY POINT**

LMUD shall install a tap and meter located on the Service Address (the “Delivery Point”) and provide the delivery of Reuse Water to Customer at the Reuse Water meter. LMUD shall own, operate, and maintain the Reuse Water meter and the Reuse Water distribution system upstream of the Delivery Point.

Customer shall have installed per LMUD specifications, at Customer's expense, a service line commencing at LMUD's Reuse Water meter and connecting to the Customer's home or place of use. A backflow prevention device is required for reuse service lines as well as a physical air gap from the potable water system. Customers are encouraged to install and maintain a customer-side shutoff valve as well as a pressure regulator valve (PRV); LMUD is not responsible for the installation or maintenance. Customers are encouraged to only allow licensed plumbers/irrigators to adjust their water pressure. A Plumbing Permit by LMUD is required prior to installation. See "Reuse Water Distribution System Connection Installation Requirements" for Residential Application guide for additional details.

Customer shall be fully responsible for the maintenance and repair of the service line from the Reuse Water meter to Customer's home or place of use. Tampering with LMUD's meter or using LMUD's shutoff valve is prohibited.

#### **PURPOSE, PLACE, AND MANNER OF USE**

Customer shall use the Reuse Water only for irrigation of the Service Address and for no other purpose. Reuse Water may not be used for drinking water or to fill swimming pools, hot tubs, wading pools, or other structures or devices designed for contact recreation. Customer shall comply with the TCEQ Permits and the provisions of Title 31, Chapter 210 of the Texas Administrative Code ("TCEQ Rules") pertaining to irrigation of landscaped areas and irrigation requirements, which are available for viewing and download at [www.tceq.texas.gov/rules/indxpdf.html](http://www.tceq.texas.gov/rules/indxpdf.html), as those rules may be revised by the TCEQ from time to time.

#### **QUANTITY**

Provided that the Customer is in compliance with the terms of this Agreement, LMUD shall deliver to the Point of Delivery such quantities of Reuse Water to the Customer as the TCEQ Permits may require or allow, however, said amount is not guaranteed and LMUD is not obligated to deliver said amount of Reuse Water to the Customer.

#### **LMUD OBLIGATIONS**

- LMUD shall treat Reuse Water delivered under this Agreement to the TCEQ standards for Type I Reclaimed Water as set forth in the TCEQ Rules, as those may be amended from time to time.
- LMUD shall monitor the quality of the Reuse Water as required by the TCEQ.
- LMUD will provide to the Customer such signs identifying its Reuse Water system as required by the TCEQ.

#### **CUSTOMER OBLIGATIONS**

- Customer shall diligently operate their System to prevent ponding, run-off, contamination of underground or surface water, and creation of a nuisance.
- Customer shall not apply Reuse Water to the Service Address when the area to be irrigated is in use, during rainfall events or in high wind conditions, or when the ground is frozen or saturated.
- Customer agrees to erect and maintain signage stating that the Reuse Water from the Customer's System is from a non-potable water supply. Said signs shall consist of a red slash superimposed over the international symbol for drinking water indicating the water is not intended for consumption. Contact LMUD if the sign has not provided when the meter is set or if it is destroyed.
- Customer agrees to not construct or operate a private water well on the Service Address.
- Customer shall implement at its expense any reasonable improvements/upgrades or modifications of their System when and as requested by LMUD as a condition of receiving Reuse Water. Such improvements, upgrades, or modifications shall be implemented in a commercially reasonable timeframe following written notification by LMUD.
- If required by the TCEQ Rules or the TCEQ Permits, the Customer shall install, at their expense and in a manner approved by the TCEQ or by LMUD, appropriate backflow prevention device(s) between the Reuse Water system and any potable water systems.
- Customer shall not tamper with the Reuse Water or potable water's system meter or utility shutoff valve.
- Customer shall construct, operate, and maintain their System in a manner that complies with the TCEQ Rules and the TCEQ Permits.
- Customer may use other sources of water during the Term of this Agreement without regard to the availability or non-availability of Reuse Water.

**GRANT OF ACCESS:**

Customer hereby grants LMUD authorization to enter onto the Service Address to meters, utility shutoff valves, as well as any easements or rights-of-way required for the purpose of installing, inspecting, maintaining, and/or operating pipelines, meters, valves, and/or any other equipment that may be required to extend, improve, and/or protect the integrity of the public drinking water supply or other services provided by LMUD.

**CUSTOMER CERTIFICATION AND SIGNATURES:**

By my/our signature(s) below, I/we hereby certify the information provided herein and following statements are true and correct:

*I/we am/are the  OWNER or  LESSEE(S) of the Service Address located at the Service Address listed above [referred to as the "Customer" herein].*

*Customer desires to contract with Lakeway Municipal Utility District (LMUD) to receive Reuse Water and all applicable services from LMUD to the Service Address listed above.*

*Customer hereby agrees to pay all rates, fees, and charges and to comply with all Rate Orders, other orders, rules, regulations, codes, and guidelines of LMUD now existing or as may be revised by LMUD in the future in LMUD's sole discretion. Customer further agrees to comply with and be bound by LMUD's Rate Order, other orders, rules and regulations, policies, guidelines, Water Conservation Plan, and Drought Contingency Plan, as the same may be amended from time to time by LMUD in its sole discretion, and agrees to the imposition and payment of fines and penalties for noncompliance.*

CUSTOMER AGREES TO WAIVE, RELEASE, AND HOLD LMUD HARMLESS FROM ANY CLAIMS AND DAMAGES RESULTING FROM MALFUNCTION, FAILURE, OR ABSENCE OF CHECK VALVES, BACKFLOW PREVENTION DEVICES, AND PRESSURE RELIEF VALVES, INCLUDING WITHOUT LIMITATION, DAMAGES TO PERSONS OR SERVICE ADDRESS, DIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR LOSS OF PROFIT OR REVENUE.

*This Agreement shall become effective when signed by a duly authorized representative of LMUD.*

CUSTOMER #1	CUSTOMER #2 (optional)
Signature	Signature
Printed Name	Printed Name
Today's Date	Today's Date

LMUD REPRESENTATIVE		
Signature	Printed Name	Today's Date

