

PRESSURIZED IRRIGATION SYSTEM CONNECTION AGREEMENT

1. Commitment for Service: (Subject to satisfaction of the conditions specified herein.) The City hereby commits to deliver and make available to the Water-user untreated water from the system owned and operated by the City at the point identified as the delivery point. The water shall be for utilization by the Water-user for non-potable purpose upon, and only upon, the property owned or resided in by the Water-user.
2. Water Rates: Water-user hereby acknowledges that the rate schedule is subject to adjustment, modification and change by the City in accordance with its policies to ensure the integrity, maintenance, operation and replacement of the System, and other costs which are fully paid and reimbursed from Water-user charges.
3. Water Quality: Water-user hereby acknowledges that the water being delivered through the System has not had any treatment or chemical modification with the intent of using the water for potable or consumptive use. Water-user hereby acknowledges that it is the obligation and responsibility of the Water-user to ensure that the water herein delivered is not used for, or in any way intended to be used for consumptive or potable use by the Water-user.
4. Maintenance Obligation: Water-user shall keep their facilities, including any apparatus related to or utilized in delivering the water onto their own property in good repair and protected from elements at their own expense. The user shall not excavate or otherwise attempt to enter upon the city streets, parking strips sidewalks or other public right-of-way for the purpose of laying, removing or repairing any service pipe or apparatus related to the System.
5. Maintenance Access: The City, including its agents and contractors shall at all reasonable times have access to the property supplied with water from the System for the purpose of examining the facilities and apparatus to ascertain the water use, quantity, manner or use, or any related information.
6. Prevention of Waste: Water-user hereby covenants that they shall not waste water or allow water to be wasted by improperly maintained facilities or apparatus, including stop tap valves, joints or pipes. Further, Water-user hereby agrees not to allow the waste due to overflow or overfilling of water troughs to tanks. Further, Water-user hereby agrees not to cause waste of water by allowing unreasonable water flow into neighboring yards, property, streets or sidewalks. Flood irrigation from pressurized irrigation lines is prohibited.
7. Restriction on Use: Water-user hereby agrees that no System water will be used for the purpose of driving or mechanizing any motor, siphon, turbine or other wheels hydraulic engines, elevators, or for the driving or propelling of machinery of any kind whatsoever, nor shall any license be granted or issued for any such purpose except by special permission by the City for such purpose.
8. Unauthorized Use: Water-user hereby agrees and understands that he is prohibited from making the water delivered to the Water-user available to any other person, and other premises or any other unauthorized uses beyond the non-potable uses on the Water-user's property.
9. Termination of Service: Water-user hereby agrees and understands that failure to pay for the water use charges as specified in the rate schedule subjects the Water-user to termination of service by the City. Further, any attempt to utilize the system after such termination shall be deemed to be a violation of Cedar Hills ordinance and only upon payment in full of all unpaid charges shall the water service be resumed.
10. Restriction on Use: Water-user hereby agrees and understands that the City has the authority to determine the extent of use and the quantity of use and the scheduling of use of the System and in the event it is determined that the use needs to be scheduled or restricted or limited in order to meet the demands from all water users due to the demands on the System due to drought, mechanical failure of other reasons, Water-user hereby agrees and consents to abide by such restrictions and limitations.
11. Use of Culinary Water: Water-user hereby agrees to restrict and limit all use of culinary or potable water to purposes within the household, and such culinary water shall not be utilized for outside watering of lawns, plants, or other outside uses. Stock watering is an accepted culinary water use. Any person who desires to or is required to connect to the Pressurized Irrigation System, shall pay the required connection fee and other fees and file with the City for each connection, a written and signed application as provided by the City, certifying that the sprinkler system will be designed so that the demand placed on the System will not exceed that flow designated according to the allowable service flow. Owners with systems that are found to require a greater demand than allowed will be required to make the necessary revisions to their system to lower the demand.
12. Cross Connections: It shall be unlawful for any person to connect any part of the Secondary Irrigation System to any part of the culinary water system so as to create a potential cross-connection whereby irrigation water could be introduced into any system that provides culinary water. The use of swing connections will not be permitted.