

CITY OF BROWNSBORO

SERVICE AGREEMENT

- I. **PURPOSE:** The City of Brownsboro (The Utility) is responsible for protecting the public water supply from pollution or contamination, which could result from improper private water distribution system construction or configuration. The purpose of this document is to notify each customer of the restrictions that are in place to provide this protection, and to obtain agreement for customer's compliance with the rules and policy of the Utility. The Utility enforces these restrictions to ensure public health and welfare. Each applicant for service must sign this agreement before the Utility will began service. In addition, when service to an existing connection has been suspended or terminated, the Utility will not re-establish service until it has a copy of this agreement.

- II. **RESTRICTIONS:** The following unacceptable practices are prohibited be 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 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 water supply, is permitted.
 - D. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing or 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
 - F. Only one residence or commercial business may be connected to a single meter, except where rules and special policy waiver applies.

- III. **SERVICE AGREEMENT:** The following are the terms of the agreement for water service between the City of Brownsboro and (print) _____
 - A. The Utility will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. By signing this agreement, I agree to comply with the Utilities rules and tariff (including their Backflow and Cross-Connection Prevention Program) and all the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) and other applicable regulatory agencies. I guarantee prompt payment of all Utility bills for the subject service address. I agree to remain responsible for Utility bills for this service address from the date service is started until the day service is terminated at my request. I agree to take no action to create a health hazard or otherwise endanger, injure, damage, or threaten the Utility's plant, personnel, or customers. I acknowledge that the rates and/or terms of service (including rules and policy) may be changed by City Authority, TCEQ, or any other regulatory authority having jurisdiction over the Utility. I

agree to abide by such changes as they occur. Failure to comply with these provisions shall be grounds to terminate my service. I further agree that it is my responsibility to determine whether or not a pressure reducing device or thermal expansion device should be installed on my water service and if so, I will provide it as part of my private plumbing. I will also be responsible for maintenance of these items and proper adjustment to desired settings.

- C. The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. It is hereby agreed that water service is temporary, pending completion of post construction and inspection compliance requirements of the Utility and TCEQ. Service shall be deemed permanent and continuous upon fulfillment of those requirements. The inspections shall be conducted by the Utility or an authorized inspector that is recognized by the Utility in conjunction with a new service; when there is reason to believe that cross-connection or potential contamination hazards exist; or following major changes to private water facilities. Inspections will normally be conducted during regular business hours or by other arrangements with the customer.
- D. The Utility shall notify the customer in writing of any cross-connection or other potential contamination hazard, which has been identified during an inspection. The customer hereby agrees to immediately remedy all such issues that have been designated by the inspector as non-compliant.
- E. The customer shall, at his expense, properly install, test and maintain any backflow device required by the Utility. Copies of all testing and maintenance documents shall be provided to the Utility as required.
- F. The customer shall be liable for any damage or injury to the Utility-owned property or personnel shown to be caused by the customer, his agents, employees, guest, or others under his control.
- G. Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the TCEQ. Utility will not accept liability for any injury or damage to the individuals or property occurring on the customer's side of the meter when the delivered water meets these standards. The Utility makes no representations or warranties that the customer's property (incl. appliances) will not be damaged by disruption of water service caused by (1) Acts of God, (2) Acts of third parties not subject to control of the Utility, presuming an absence of negligence by the Utility, or (3) Termination of service pursuant to Utility policy. It is further understood that the Utility will not accept liability for any damage or injury resulting from thermal expansion or other issues that may be consequential to implementation of the system's Backflow and Cross-Connection Prevention Program.
- H. The customer hereby agrees to provide property access to Utility personnel as needed to perform any function related to the course of water operations, maintenance, repair, testing, and hazards monitoring. It is also agreed that a Utility Easement will be provided by the property owner on demand, should the Utility require it for purpose of construction, repair, or documentation to cover existing infrastructure.

CUSTOMER SIGNATURE _____ DATE _____