

# HWS UTILITY SERVICE AGREEMENT

- I. PURPOSE.** The Hackberry Water System is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health. Each customer must sign this agreement before HWS will begin service. In addition, when service to an existing connection has been suspended, 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 connections 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 which allows water to be returned to the public drinking 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 which provides water for human use.
  - E. No solder of flux which contains more than 0.2% lead can be used for the installation or repair at any plumbing connection which provides water for human use.
- III. SERVICE AGREEMENT.** The following are the terms of the Utility Service Agreement between HWS and the Customer.
- A. HWS will maintain a copy of this agreement as long as the Customer and/or premises is connected to the Water System.
  - B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the HWS 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 inspection shall be conducted during the HWS's normal business hours.
  - C. HWS shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
  - D. The Customer shall immediately correct any unacceptable plumbing practices on the premises.
  - E. The Customer shall, at Customer's expense, properly install, test, and maintain any backflow prevention device required by HWS. Copies of all testing and maintenance records shall be provided to HWS.
- IV. ENFORCEMENT.** If the Customer fails to comply with the terms of the Utility Service Agreement, HWS, at its option, shall 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 and paid by the Customer.

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CUSTOMER'S SIGNATURE

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DATE SIGNED