

CITY OF WILLS POINT

SERVICE AGREEMENT

I, \_\_\_\_\_ hereby make application to the City of Wills Point for water and/or  
(Name)  
waste water service at \_\_\_\_\_ Deposit No. \_\_\_\_\_  
(Location)

I. PURPOSE

THE CITY OF WILLS POINT 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 plumbing restrictions which are in place to provide this protection. The City enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of Wills Point will begin service, when service to an existing connection has been suspended or terminated, the City will not re-establish service unless there is a signed copy of this agreement.

II. PLUMBING RESTRICTIONS

All water shall be metered by meters to be furnished and installed by the CITY OF WILLS POINT. The meter and/or waste water connection is for the sole use of the customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The CITY shall have the right to locate a water service meter and the pipe necessary to connect the meter on the customer's property at a point to be chosen by the CITY and shall have access to its property and equipment located on customer's premises at all reasonable and necessary time for any purpose connected with or in the furtherance of its business operations, and upon the discontinuance of service the CITY shall have the right to remove any of its equipment from the customer's property. The customer shall install at its own expense any necessary service lines from the CITY's facilities and equipment to the point of use, including any customer service isolation valves, back flow prevention devices, clean-outs, and other equipment as may be specified by the CITY. The CITY shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The following plumbing practices are prohibited:

- a. No direct connections between the public 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 back flow prevention device.
- b. No cross-connection between the public drinking water supply and a private water supply 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 back flow 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 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.

III. SERVICE AGREEMENT

- a. The CITY will maintain a copy of this agreement as long as the customer and/or premises is connected to the water and/or waste water system.
- b. The CUSTOMER shall allow its property to inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the CITY or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the CITY'S normal business hours.
- c. The CITY shall notify the customer in writing of any cross-connections and other undesirable plumbing practice which has been identified during the initial inspection or periodic re-inspection.
- d. The CUSTOMER shall immediately correct any undesirable plumbing practice on their premises.
- e. The CUSTOMER shall, at his expense, properly install, test, and maintain any back flow prevention device required by the CITY OF WILLS POINT. Copies of all testing and maintenance records shall be provided to the CITY OF WILLS POINT.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Service Agreement, the CITY shall, at its option, either terminate service or properly install, test and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

By execution hereof, the CUSTOMER shall hold the CITY OF WILLS POINT harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering of CITY'S facilities by unauthorized persons, normal failures of the system, or other events beyond the CITY OF WILLS POINT'S control.

- f. Waste water system connections shall be made in accordance with the CITY OF WILLS POINT CODE OF ORDINANCES, Chapter 9, Article IV.

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(for City of Wills Point)

\_\_\_\_\_  
(Date)