

## CITY OF BROWNWOOD SERVICE AGREEMENT

- I. **PURPOSE.** The CITY OF BROWNWOOD (CITY) is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the 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 will begin service. In addition, when service to an existing connection has been suspended or terminated, the City will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations:
- A. No direct connection between the CITY water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the CITY by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the CITY water supply and a private water system is permitted. These potential threats to the CITY 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 CITY water supply, is permitted.
  - D. No pipe or pipe fitting which contains more than 8.0 percent 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 percent lead, can be used for the installation or repair of plumbing at any connection, which provides water for human use.
- III. **TERMS:**
- A. The CITY will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
  - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. The CITY or its designated agent shall conduct these inspections before initiating a new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the CITY'S normal business hours.
  - C. The CITY shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic re-inspection.
  - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on the premises.
  - E. The Customer shall, at his sole cost and expense, properly install, test, and maintain any back-flow prevention device required by the CITY and State law. Copies of all testing and maintenance records shall be provided to the City of Brownwood Development Services Department.
  - F. The Customer shall, at his expense, properly install and maintain a personal shut-off valve within 2 feet of the meter box or property line whichever is more convenient (Ordinance Sec. 70-281). Requests to locate the valve at a different location must be approved by the Director of Utilities.
- 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 backflow prevention device at the service connection.

Subject to the printed rules and regulations herein and made a part of this contract, I hereby make application to the CITY OF BROWNWOOD (CITY) WATER, SEWER and/or SANITATION DEPARTMENT for services at \_\_\_\_\_, and in consideration for the delivery of said services to me by the CITY, I agree:

**FIRST:** To deposit the sum of \$ \_\_\_\_\_ to guarantee payment of this account, receipt of which is here by acknowledged, it being understood the deposit herein mentioned shall be subject to refund on termination of this contract, provided, however, that all bills then due are paid in full. The CITY further reserves the right to apply said deposit on any unpaid bills.

**SECOND:** To pay for all Services delivered at the premises above named, at the established rates, prescribed by ordinance.

**THIRD:** To assume responsibility for Roll Out Container # \_\_\_\_\_ or Dumpster. At such time service is discontinued, verification must be provided to insure that said container is at this location. All sanitation containers are the property of the CITY. If container is missing, customer will be assessed a charge for replacement of the container. Due to no access to an alleyway, all Carts must be placed at street curb or edge of street (if there is no curb). All brush and debris and other items to be picked up by the CITY must be placed by the street curb. CITY employees will not come on your property to collect carts, brush/debris or any other item. If cart is not at street curb or edge of street, your waste will be picked up on the next pickup date, only if it is then placed by street curb or edge of street. To insure collection of your waste, Cart must be in place by 7:00 A.M.

**FOURTH:** All bills to be paid within ten days from date of billing (next succeeding the months for which such charges are made) provided however, that no bill for Services shall be less than \$ \_\_\_\_\_ for any month or portion thereof.

**FIFTH:** To settle all bills for Services monthly at the office of the CITY, and it is especially understood and agreed that the said Departments reserve the right to discontinue service for non-payment of bills or fraudulent use of such services.

**SIXTH:** The undersigned consumer agrees that the CITY shall not be liable for any damage resulting from the connection of its mains or the use of such services on the premises and it is expressly understood that this contract is accepted upon the condition that such liability shall not exist.

It is understood and agreed that this Contract is binding and in full force and effect, on the date set out below.

SERVICE ADDRESS: \_\_\_\_\_ Phone: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Drivers Lic/SS# \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

Business Name \_\_\_\_\_

(If Applicable)

**Important: This Application is your Receipt and is transferable only in person at the UTILITY BILLING DEPARTMENT and must be surrendered upon transfer or refund of Deposit. Transfer request must meet policy requirements to be approved. Where service is discontinued no refund of deposit will be made until the final meter reading has been made.**