

City of Abernathy P.O. Box 310 Abernathy, TX 79311-0310 Ph: (806) 298-2546 Fax 298-2968

CUSTOMER SERVICE AGREEMENT

I. PURPOSE. The **City of Abernathy** 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 utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the **City of Abernathy** will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system 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 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 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.** The following are the terms of the service agreement between the **City of Abernathy** and the Customer.
 - A. The **City of Abernathy** will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the **City of Abernathy** or its designated agent prior to initiating 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 of Abernathy** normal business hours.
 - C. The **City of Abernathy** 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 reinspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- **IV. ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the **City of Abernathy** shall, at its option, either 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 the Customer.
- **V. WATER QUALITY NOTICE.** The **City of Abernathy** does not guarantee that you will never experience uninterrupted service due to broken or damaged water lines. Furthermore, there is no guarantee of water quality due to circumstance beyond our control. We will use every means at our disposal to make the necessary repairs in a timely and efficient manner in order to restore your service and water quality.

CUSTOMER'S SIGNATURE	DATE
SERVICE ADDRESS	ACCT. NO.
SERVICE ADDITESS	AGG1: NO: