



City Of Hamilton
200 East Main Street ~ Hamilton, Texas 76531-1920
Phone 254-386-8116 ~ Fax 254-386-3508

Michael R Collett, *Mayor*
Beverly E Gilstrap, *Mayor Pro-Tem*
John Galindo, *Councilperson*
Henry DeLeon, *Councilperson*
Raymond Riley, *Councilperson*
Shawna Cozby, *Councilperson*
Bill Funderburk, *City Administrator*
Ryan Polster, *City Secretary*

WATER SERVICE AGREEMENT

For: _____ (Hereinafter referred to as "Customer")

Service Address: _____ City Acct #: _____

I. PURPOSE. The City of Hamilton is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. (This is commonly referred to as improper plumbing practices on the customer's side of the water meter.) The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The City of Hamilton enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of Hamilton will begin service. In addition, when service to an existing water connection has been suspended or terminated or there has been any material change in responsible person (the customer being billed and/or the person who signed the original service agreement for the location to which this agreement pertains) the water system will not reestablish service unless it has a new, signed copy of this agreement.

II. PLUMBING RESTRICTIONS. The following undesirable plumbing 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 percent lead can be used for the installation or repair of plumbing at a connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the City of Hamilton and Customer.

- A. The City of Hamilton will maintain a copy of this agreement as long as the customer and/or the premise 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 or undesirable plumbing practices. These inspections shall be conducted by the City of Hamilton or its designated agent prior to initiating service and periodically thereafter when or if 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 Hamilton's normal business hours.
- C. The City of Hamilton shall notify the customer in writing of any cross-connection, potential contamination hazard which has been identified or other undesirable plumbing practice 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-connection 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 City of Hamilton.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of this Service Agreement, the City of Hamilton shall, at its option, terminate service at the service connection 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. ADDITIONALLY. I/ we do affirm that all customer information required by the City of Hamilton and thus submitted, is accurate and factual as of the date of this agreement, and that in the event of any material change as to billing address or customer responsibility, I/we will promptly notify the office of the City of Hamilton by phone, in person, or by mail. Addresses and phone number are listed below:

City of Hamilton
200 E Main St
Hamilton, Texas 76531-1920
Phone (254) 386-8116
General office hours are 7:30 a.m. until 4:30 p.m. Monday thru Friday

Customer's Signature: _____ Date: _____