

NAME OF RESPONSIBLE PERSON _____ ADDRESS _____
PHONE #: _____ ACCT#: _____
SS# _____ BILLING ADDRESS: _____
WATER DEPOSIT: \$250.00 GARBAGE DEPOSIT: \$75.00 RECEIPT N O. _____

CITY OF BALLINGER **COMMERCIAL** WATER/GARBAGE SERVICE AGREEMENT

PURPOSE: The CITY OF BALLINGER 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 City of Ballinger enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of Ballinger will begin service. In addition, when service to an existing connection has been suspended or terminated, the City of Ballinger will not re-establish service unless it has a signed copy of this agreement. If customer wishes to discontinue service, a Service Disconnect form must be signed by the customer whose name is on this agreement.

PLUMBING RESTRICTIONS: The following unacceptable plumbing practices are prohibited by State regulations.

- 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 a reduced pressured-zone backflow prevention device.
- 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.
- No connection which allows water to be returned to the public drinking water supply is permitted.
- No pipe or pipe fitting which contains more than 2.5% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- 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.

SERVICE AGREEMENT: The following are the terms of the service agreement between the City of Ballinger and customer named above.

- The City of Ballinger will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
- The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the City of Ballinger 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 inspections shall be conducted during the City of Ballinger's normal business hours.
- The City of Ballinger 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.
- The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the City of Ballinger. Copies of all testing and maintenance records shall be provided to the City of Ballinger.

ENFORCEMENT: If the Customer fails to comply with the terms of the Service Agreement the City of Ballinger shall, at its option, can terminate the service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of the agreement shall be billed to the Customer.

ADDITIONAL TERMS

TERMS OF SERVICE AND PAYMENT: All bills for utility services furnished by the city shall be due and payable prior to midnight of the **tenth (10th) of the month following billing**; provided, however, if such due date shall fall on a Sunday or a legal holiday observed by the city then such bill shall be *due and payable by midnight of the following business day*. A late fee as set by the city will be assessed effective the eleventh (11th) of the month.

In the event bills for utility services shall not be paid when the same become due, the city shall have the right to disconnect and discontinue all utility services furnished by the city. Disconnect notices will be mailed to consumer with date of disconnect. There will be a \$40.00 disconnect fee applied to the current amount owed that is due when payment is made to reconnect services.

In the event utility service is disconnected for nonpayment of a bill, the service can be reconnected only upon the payment of the amount due, and in addition thereto, a reconnection fee as set by Ordinance. (*Extracted/ abbreviated- City Charter.*)

EMAIL ADDRESS: _____

CUSTOMER'S SIGNATURE: _____

DATE _____