SERVICE AGREEMENT

1. **PURPOSE**

- The City of Emory 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 plumbing 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 Emory 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.

2. **RESTRICTIONS** The following unacceptable practices are prohibited by State Regulations:

- No direct connection between the public drinking water supply and a potential source of contamination may exists. Potential sources of contamination are isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices will be in compliance with state plumbing codes.
- No cross-connection between the public drinking water supply and a private water system or well may exist. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly shall be properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
- No connection may exist which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
- No pipe or pipe fittings which contains more than 8.0% lead may exist in the private plumbing facilities installed on or after July l, l988.
- No solder of flux which contains more than 0.2% lead may exist in the private plumbing facilities installed on or after July l, l988.
- Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not propertly labeled, please provide written comment.

3. **SERVICE AGREEMENT** The following are the terms of service agreement between The City of Emory and the under-signed customer.

- The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- The Customer shall allow his/her property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System 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 Water System's normal business hours.
- The Water System 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.
- The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- 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.

4. **ENFORCEMENT** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any Expense associated with the enforcement of this agreement shall be billed to the customer.

Customer Signature Service Address Date

NOTICE

HB 859 requires each city to notify its customers of their right to confidentiality regarding release of personal information (i.e. address, telephone number, or social security number)when such governmental entities provide services for which they receive compensations (i.e. water, sewer, and sanitation service, in Emory's case). As a customer, you may request confidentiality of your personal information by completing the bottom of this page.

EXCEPTIONS: The act specifically authorizes the City to disclose personal information in a customer's account wheather or not a confidentiality request is made as follows:

1. An official or employee of the state or political subdivision of the state, or the federal government acting in an official capacity.
2. An employee of a utility acting in connection with the employee's duties, a consumer reporting agency,
3. A contractor or subcontractor approved by and providing services to the utility or state, a political subdivision of the state, the federal government, of agency of the state or federal government.
4. A person for whom the customer has contractually waived confidentiality for personal information; and another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

CONFIDENTIALITY REQUEST

Please check box and fill in blanks below:

☐ I hereby request that The City of Emory not release my personal information in customer accounting records to other than those authorized by HB859

Printed Customer Name: _____

Street Address: _____ **Date:** _____

_____

(Signature)