



CITY OF PORTLAND SERVICE AGREEMENT
(Required by the Texas Commission on Environmental Quality)

I. PURPOSE. The City of Portland is responsible for protecting the public 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 utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of Portland will begin utility service. In addition, when service to an existing connection has been suspended or terminated, the water system will not reestablish service unless it has a 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 return to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead can 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 Portland, the Water System, and the Customer signing this document;

- A. 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.
- B. The Customer shall allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water Systems normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connections or any other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his or her premises.
- E. The Customer shall, at his or her 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.
- F. The Water System shall approve the location of any air-gap or appropriate back flow prevention device. The location shall allow for convenient inspection, maintenance and testing of any air-gap or backflow prevention device.
- G. The Customer shall prevent contaminants and/or pollutants from entering the water supply system, and from entering the public water main or water source from the Water System. The Customer shall be liable for any contamination and/or polluting of the water supply system or water source from the Water System.

IV. 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 expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

I have been supplied a copy of this agreement: _____
Customer's Signature Date

Customer's Printed Name Service Address