

**CITY OF JOURDANTON – WATER SERVICE AGREEMENT**  
**1604 SH 97, STE. A, JOURDANTON, TX 78026 OFFICE - 830-769-3589 FAX - 830-769-2598**

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I. PURPOSE: The City of Jourdanton 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 City of Jourdanton enforces these restrictions to ensure the health, safety and welfare of its citizens and water system. Each customer must sign this agreement before the City of Jourdanton will begin service. In addition, when services to an existing connection has been suspended or terminated, the City of Jourdanton 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 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 condensing, cooling, or industrial process 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 Jourdanton and \_\_\_\_\_ (the water customer).

(A) The City of Jourdanton will maintain a copy of the agreement as long as the Customer and/or the premises are connected to the City of Jourdanton water supply.

(B) The City of Jourdanton agrees to sell and deliver water service to the Customer and the Customer agrees to purchase and receive water service from the City of Jourdanton in accordance to the rules and regulations as specified in the City of Jourdanton ordinances governing water operations, as amended from time to time.

(C) The Customer shall pay the City of Jourdanton for water service at the rate set forth by current ordinance or as amended by the City council. The Customer is also responsible for payment of all expenses included to provide water service and a meter to the customer, including any necessary road bores, backflow devices, or other necessary means.

(D) All water shall be metered by meters to be furnished, installed and owned by the City of Jourdanton. The meter is for the sole use of the Customer and is to serve water to only one dwelling or only one business and does not permit the extension of pipe or pipes to transfer water from one property to any other, or sharing, reselling, or sub-metering water to any other person, dwelling, business or property.

(E) The Customer agrees to grant to the City of Jourdanton an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the City of Jourdanton.

(F) The Customer shall install, at his own expense, a service line from the water meter or connection to the point of use in accordance with rules of the City of Jourdanton.

(G) The Customer shall hold the City of Jourdanton harmless from any and all claims or demands for damages to real or personal property occurring from the point the Customer ties on to the water meter to the final destination of the line installed by the Customer.

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(H) 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 Jourdanton or its designated agent prior to initiating new water service when there is reason to believe that cross-connections and other potential contamination hazards exist, or after any major normal business hours or as otherwise needed, at any time.

(I) The City of Jourdanton 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 re-inspection.

(J) The Customer, at his expense, shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

(K) The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the City of Jourdanton. Copies of all testing and maintenance records shall be provided to the City of Jourdanton.

(L) In the event the total water supply is insufficient to meet the needs of the customer, or in the event there is a shortage of water, the City of Jourdanton may prorate the water among the various customers on such basis as is deemed equitable by the City of Jourdanton and may also prescribe a schedule of hours covering the use of water for lawn purposes by particular Customers and require adherence to prohibit the use of water for lawn purposes.

IV. ADDITIONAL ENFORCEMENT: If the customer fails to comply with the terms of this division or the water service agreement as adopted, the City of Jourdanton shall, at its option, either terminate service or take other action necessary to protect the public's health and safety, including action to install, test and maintain an appropriate backflow prevention device at the connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer. Failure to pay required costs and expenses may result in termination of service, or a complaint filed in municipal court, if applicable, or both.

I understand the water meter to be installed under this request is for single use of the primary structure at listed service address. Additional service connections will result in the immediate termination of water service under this agreement and removal of the water meter. Should water service reconnection be desired a reinstallation fee shall be paid in accordance with the City of Jourdanton's adopted fee schedule.

I HAVE READ, UNDERSTAND, AND AGREE TO THE CONDITIONS OF THE CITY OF JOURDANTON OF JOURDANTON WATER SERVICE AGREEMENT.

PRINT NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS IF DIFFERENT THAN SERVICE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONFIDENTIAL RECORDS:

\_\_\_\_\_ YES, I want my address and telephone number to be confidential.

\_\_\_\_\_ NO, my address and telephone number to NOT have to be confidential.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

The following information is requested by the Federal Government in order to monitor compliance with Federal Law as prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

**ETHNICITY:** \_\_\_\_\_ HISPANIC OR LATINO \_\_\_\_\_ NOT HISPANIC OR LATINO

**RACE:** \_\_\_\_\_ WHITE \_\_\_\_\_ Black or African American \_\_\_\_\_ American Indian/Alaska Native

\_\_\_\_\_ Asian \_\_\_\_\_ Native Hawaiian or Other Pacific Islander \_\_\_\_\_ Hispanic

**GENDER:** \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE

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