



Customer Service Agreement

- I. **PURPOSE.** The City of Lubbock 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. The purpose of this service agreement is to inform each customer of the restrictions, which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Once the City of Lubbock begins service to the customer, this signifies that the customer agrees with the terms herein. In addition, when service to an existing retail connection has been suspended or terminated, the water system will make this agreement available to the customer and the re-establishment of service will signify that the customer agrees with the terms herein.
- II. **RESTRICTIONS.** The following unacceptable 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 pipefitting, which contains more than 0.25% 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 Lubbock (the Water System) and Customer.
 - 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 their property to be inspected for possible cross-connections and other potential contamination hazards periodically as deemed necessary by the Water System. 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 initial inspection shall be conducted during the Water System's normal business hours.
 - C. 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 re-inspection.
 - D. The Customer shall immediately remove or adequately isolate any potential cross-connections 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 Water System.
 - F. The water department shall have access at all reasonable hours to all premises supplied with water for the purpose of seeing water and wastewater usage are being observed, and refusal by any consumer shall result in refusal of water supply from the city water system until such permission is granted (City Ordinance Section 22.03.007).
- IV. **RESPONSIBILITY.**
 - A. The applicant for utility service must provide the required personal identifying information, either in person, over the phone or on line when opening, handling, transferring or closing a utility account. This information is subject to verification by the City and any use of false information shall be grounds for denial, suspension and or

termination of service. Inasmuch as the customer is responsible for all water going through the meter, the customer must either close the account or authorize another person to handle the utility service on their behalf.

- B. All property owners, their agents, and tenants shall be held responsible as consumers for loss of water, due to leakage in pipe or plumbing inside the discharge side of the meter or on the property, and if this water is not paid for according to the rates then in effect, when it becomes due, the water shall be cut off and not turned on again until all claims are paid or adjusted. In the event any change in tenant or consumers, in rented property, the landlord and property owner shall be held to account for payment for this leakage before service will be extended and water furnished to the second tenant (City Ordinance Section 22.03.010).
 - C. Should the customer feel the water meter is registering improperly, a request should be made in writing to the water department to have meter tested. However, in case there is not such an error, then the customer shall pay a fee for the test (City Ordinance Section 22.03.016).
- V. **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 agreement shall be billed to the Customer.