

STATE OF TEXAS

§

CITY OF HUNTSVILLE

COUNTY OF WALKER

§

UTILITY SERVICE

AGREEMENT

WATER
SEWER
GARBAGE

1. I agree to pay for available utility services furnished by the City of Huntsville at the requested location(s), _____ and at the rates established by the City Council of the City of Huntsville.

2. I agree to pay for all utility services delivered by the City to the described location until I give the City notice to discontinue service.

3. I agree that the described location will be used for single/multi-family residential/business purposes only, and that utility services will be used only by the occupants of the described location.

4. I agree to permit the City to discontinue water, sewer and/or garbage service to the described location or to any other location where I receive City utility services, if I fail to pay for utility services provided to me by the City. Further, I agree that the City may refuse service at a new location if I am delinquent on any utility accounts with the City.

5. I agree to abide by and consider as part of the contract any ordinance, rule and regulation that the City adopts concerning utility service. I agree to keep all plumbing and plumbing fixtures at the described location in repair, and to promptly stop leaks.

6. I grant to the City the right to access the meters whenever necessary. I acknowledge that the meters are the property of the City, and that they may be turned on or off only as authorized by the City. I agree that City may, in addition to its rights to terminate service to me after notice for nonpayment or service contract violation, disconnect utility service to the described location without any notice to me to mitigate a hazardous condition.

7. If there is a dispute concerning billing, I acknowledge that I have the right to a hearing with the Utility Billing Supervisor, 1212 Avenue M, City Hall, Huntsville, Texas 77340, (936) 291-5430

Signature



City of Huntsville

NOTICE

Request for Disclosure of Information Maintained by the City of Huntsville Utility Billing Department

Information in your City of Huntsville utilities customer account record, including information regarding customer usage, service, and billing, including amounts billed or collected for utility usage, is generally exempted from disclosure under Texas Government Code, Chapter 552 (Public Information Act). *However, the Texas Utilities Code, Chapter 182 (Rights of Utilities Customer) provides that a customer of a government-operated utility may request that the government-operated utility disclose personal information in a customer's account record, including the customer's address, or any information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. Additionally, a customer or a representative of the customer may receive information exempted from disclosure if the information is directly related to the utility service provided to the customer and is not otherwise confidential by law.

This form enables you to request disclosure or rescind of certain information under Texas Utilities Code, Chapter 182. If you wish to request disclosure or rescind your information, please check the box below that applies, then sign and return, City of Huntsville Utility Billing Department, 1212 Avenue M Huntsville Tx. 77340.

Pursuant to Section 182.052 (c) (1) of the Utility Code,

I, _____ (printed name), at

_____ (printed service address), can also be reached at

_____ (printed phone number) do hereby request to disclose or to rescind

my previous request for disclosure by marking the appropriate box below:

Please check box to keep all your account information **CONFIDENTIAL** or leave blank for **DISCLOSURE** of account information pursuant to Section 182.052 (b).

RESCIND a previous request for disclosure pursuant to Section 182.052 (d).

I authorize the following individual to have access to all information on my account.

Name: _____

Driver's License No: _____

Question? Call the Utility Billing Department at 936-291-5431

*Confidentiality under Chapter 182 does not prohibit a government-operated utility from disclosing personal information in a customer's account record to" (1) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity; (2) an employee of a utility acting in connection with employee's duties; (3) a consumer report agency; (4) a contractor or subcontractor approved by and providing service to the utility, the state, a political subdivision of the state, or the United State; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity or drainage service for compensation.

X

SERVICE AGREEMENT

1. **PURPOSE.** The CITY OF HUNTSVILLE is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution construction or configuration. The purpose of this service agreement is to notify each CUSTOMER of the 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 HUNTSVILLE 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 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 airgap or an appropriate backflow prevention device.
 - b. No cross-connection between 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 airgap 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 pipe fitting 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.
3. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the CITY OF HUNTSVILLE and (CUSTOMER) _____.
 - a. The CITY OF HUNTSVILLE will maintain a copy of this agreement as long as the CUSTOMER and/or the premises is connected to the CITY OF HUNTSVILLE water system.
 - b. The CUSTOMER shall allow his property to be inspected for possible cross-contamination and other potential contaminations hazards. These inspections shall be conducted By the CITY OF HUNTSVILLE 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 change to the private water distribution facilities. The inspections shall be conducted during the CITY OF HUNTSVILLE'S normal business hours.
 - c. The CITY OF HUNTSVILLE 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.
 - d. The CUSTOMER shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.
 - e. The CUSTOMER shall, at his expense, properly install, test, and maintain any backflow prevention device required by the CITY OF HUNTSVILLE. Copies of all testing and maintenance records shall be provided to the CITY OF HUNTSVILLE.
4. **ENFORCEMENT.** If the CUSTOMER fails to comply with the terms of the SERVICE AGREEMENT, the CITY OF HUNTSVILLE shall, at its option, 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.

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER NAME: _____

SERVICE ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____