



# Blue Topaz UTILITIES™

## WATER SERVICE INSPECTION AGREEMENT

**PURPOSE.** Blue Topaz Utilities 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 notify 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. Each retail customer must sign this agreement before Blue Topaz Utilities will begin service. In addition, when service to an existing retail connection has been suspended or terminated, Blue Topaz Utilities will not reestablish service unless it has a signed copy of this agreement.

**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 back-flow 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 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. Texas Commission on Environmental Quality Page 127 Chapter 290 - Public Drinking Water.
- 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.

**SERVICE AGREEMENT.** The following are the terms of the service agreement between Blue Topaz Utilities and the Customer.

- A. Blue Topaz Utilities 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 property to be inspected for possible cross connections and other potential contamination hazards. These inspections shall be conducted by Blue Topaz Utilities 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 Blue Topaz Utilities's normal business hours.
- C. Blue Topaz Utilities 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 premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by Blue Topaz Utilities. Copies of all testing and maintenance records shall be provided to Blue Topaz Utilities.

**ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, Blue Topaz Utilities 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.

**OTHER.** Customer also agrees to follow all TCEQ regulations, and future TCEQ regulations, as a condition of continued water service.

**FIRE.** Blue Topaz Utilities does not provide fire-fighting service, and therefore Customer agrees that Blue Topaz Utilities is not responsible for fire-related injuries or damages, to persons or property, caused by, or aggravated by the availability (or lack thereof) of water, or water pressure (or lack thereof) during fire emergencies.