



DERBY NWS

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SERVICE AGREEMENT

- I. **Purpose:** The **DERBY NWS** is responsible for protecting the 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 service will begin. 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 service agreement. The customer agrees to allow Derby NWS Staff to access the location of each connection or meter to maintain and maintenance the connection as needed.

- 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 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 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 airgap or a reduced pressure-zone back flow 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 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. **Plumbing Restrictions:** The following are the terms of the service agreement between
 - A. The water system will maintain a copy of this service agreement as long as the customer and/or premises are connected to the NWS's water system.
 - B. Only one connection per residence is allowed by state law. No connection may be tampered with or altered to allow for more than one residence to connect to the same system connection meant for another residence. Any violation of this section carries a \$1000 fine, and possible cancellation of service.

- B. The customer shall allow their property to be inspected for possible cross-connections, after any major changes to the private plumbing facilities or if any unacceptable plumbing practices exist. These inspections shall be conducted by the Derby NWS or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the NWS's normal business hours.
- C. The NWS shall notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic inspections.
- D. The customer shall immediately correct any undesirable plumbing practice on the premises.
- E. The customer shall, at their expense, properly install, test, and maintain any back flow prevention device required by the water system. Copies of all testing and maintenance records shall be provided to the Derby NWS.
- F. Derby NWS responsibility stops at the meter, all customers are responsible for maintaining their connection and line from the outlet side of the meter forward towards their residence or point of use.

IV. Enforcement: If the customer fails to comply with the terms of the service agreement, the NWS shall, at its option, terminate service or properly install, test, and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this service agreement shall be billed to the customer.

V. Easement: Customer agrees to allow staff members to access the property to manage and maintain any water connections or lines.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work/Cell Phone: _____
E-mail Address: _____
Customer's Signature: _____ Date: _____