

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LLANO, TEXAS, RESCINDING ORDINANCE NO. 1033, ORDINANCE NO. 1177, AND ORDINANCE NO. 1179; ADOPTING A UTILITY SERVICE REGULATION POLICY FOR SERVICES PROVIDED BY THE CITY; AND ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR PENALTY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LLANO:

CITY OF LLANO, TEXAS

UTILITY SERVICE REGULATIONS

I. PURPOSE

These regulations are designed to insure fair, consistent, courteous, and safe provision of utilities to all customers of the City of Llano. All previous rules and policies which are in conflict with these regulations are superseded. The City covenants that its utilities will be provided in conformance with all applicable laws of the United States and the State of Texas, including the making and collecting of reasonable and sufficient rates for operation of its utility systems. No free service will be provided to any customer of the utility.

II. SERVICE CONTRACT

When a customer desires to be supplied service by the City, a UTILITY SERVICE APPLICATION & AGREEMENT form shall be completed and properly executed. Such UTILITY SERVICE APPLICATION & AGREEMENT form shall constitute a service contract between the customer and the City, and shall continue in effect until canceled by either party. All required applications and forms must be signed in person by the primary applicant and secondary applicant. Proper identification will be required in the form of a valid Driver's License or State Issued Photo Card. Service contracts are binding upon the heirs, legal representatives and successors of the customer, but are not assignable. The City shall rely on information supplied by the applicant, and shall not be held responsible for false, misleading or omitted information on the customer's UTILITY SERVICE APPLICATION & AGREEMENT. Deliberate false or misleading information supplied by the applicant shall be cause for immediate termination of service.

III. REFUSAL OF SERVICE

Utility service to an applicant may be denied until all applicable regulations have been set, and for the following reasons:

1. Inadequate Facilities

If applicant's facilities are of such a nature that satisfactory service cannot be given; or

2. Indebtedness

If applicant has any outstanding indebtedness to the utility department. If such indebtedness is in dispute, applicant will be served City utilities upon posting of a settlement deposit in the disputed amount, to be retained by the City until such a dispute is resolved. Upon settlement, the deposit shall either be retained or refunded. Indebtedness shall include failure to pay the utility bill of another customer when a change of customer identity is made to deliberately evade payment of a legitimate utility bill.

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IV. SUSPENSION OF SERVICE

When a hazardous or unwarranted breach of service occurs on the customer side of the point of delivery, and such event serves to jeopardize service to other customers in the system, the City reserves the right to suspend customer service without notice, until such situation is corrected.

V. DISCONTINUANCE OF SERVICE

Utility service may be disconnected for any of the following reasons:

1. Failure to pay utility bills
2. Returned checks
3. Violation of City utility regulations or ordinances
4. Theft of service
5. Failure to discontinue or correct a known dangerous or unwarranted condition
6. Inability to obtain reasonable access to utility meters

VI. SERVICE RULES

1. Meter Reading

Under normal circumstances, customer meters will be read starting on the 12th day of the month, or the next succeeding working day if the 12th is on a weekend. If meters cannot be read because of dogs, cars, brush, etc., such notation shall be made on the meter sheet by the meter reader, and the utility office will estimate the meter reading based on the best information available. The customer will be notified by certified mail that the problem must be resolved before the next meter reading, or else utility services will be disconnected. Correction of estimated readings will be made in the next succeeding month following removal of the problem.

2. Billing

Utility bills are mailed to customers on the last working day of each month. Payment is due on the 15th day of the following month, or the next succeeding working day if the 15th is on a weekend.

3. Demand Meters

Demand meters will be installed on all commercial customers if (1) the installed load would indicate that demands over 25 KW would be experienced.

4. Delinquent Bills

A utility bill becomes delinquent on the 16th day of the month and a penalty of ten percent shall be applied to the customer's account per the Utility Service Application and Agreement. Delinquent customers shall be notified three days prior to termination of service.

5. Cut-Off

If the delinquent bills are not paid within ten (10) days following the fifteenth (15th) day of the month, utility service shall be discontinued on the twenty sixth (26th) day of the month. Service disconnects shall be made only between the hours of 8:00 a.m. and 5:00 p.m.

Customers are given two separate notifications of service disconnection. The first method of notification is given on the back of original utility bill. The second method of notification is provided by mail in a form letter stating "Termination Notice".

6. Re-Connects

Upon payment of all past due amounts and such other payment necessary to make the account current, plus payment of the reconnect fee and any additional deposits required, utility service shall be continued. After hours re-connect fees are in addition to regular fees.

7. Life Support

In the event that City utility service is necessary to sustain a life support system, customers shall be required to notify the City in advance that such necessity exists, and the conditions and terms of such necessity. The City reserves the right to verify such necessity, including the requirement of supporting medical documentation. Life support utility service shall not be discontinued by the City for nonpayment of bills, unless the customer so affected has been personally notified of the City's intent to discontinue service and given not less than thirty (30) calendar days to resolve the financial deficiency. Emergency backup systems shall be the customer's responsibility.

8. Deferred Payment Plan

Customer may make application for a Deferred Payment Plan if the following hardship circumstances exist and affect the customer's ability to pay in a timely manner: A serious injury or illness of the primary or secondary applicant, death in the immediate family, natural disaster or bankruptcy. The City of Llano must be shown proof of the documented hardship to be eligible for the Deferred Payment Plan. Hardship claims do not guarantee continuation of service.

The following items must be maintained to have continued service:

- a.) Current bills are kept up to date.
- b.) A reasonable Deferred Payment Plan is accepted by the City for payment of all delinquent utility accounts, fees, and penalties, such time period shall not exceed two (2) months.

Failure to make timely payment for current service or failure to make timely payment on delinquent accounts according to the terms of an executed Deferred Payment Plan shall be cause for termination of service according to regular termination procedures.

9. Garbage

A garbage collection fee will be charged for each electric meter in service, except for a meter servicing security lights, wells or signs. When a customer has multiple meters, but only one garbage collection requirement, an exception may be made to this requirement upon approval by the City Manager.

VII. DEPOSITS

- 1. a.) Required deposits for all new customers shall be as follows:

<u>Residential with Letter of Credit</u>	<u>Fee</u>
Electric	\$ 75.00
Water	\$ 25.00

Sewer	\$ 25.00
Non Refundable Connect Fee	\$ 25.00

Letter of Credit Showing 12 Month History of Timely Payments Within the Last 18 Months with a prior utility company – no additional fees required (Total deposit and fees for all services) **\$150.00**

Residential without Letter of Credit

Electric	\$ 75.00
Water	\$ 25.00
Sewer	\$ 25.00
Additional Fee	\$ 100.00
Non Refundable Connect Fee	\$ 25.00

Total Deposit and Fees for all Services **\$250.00**

Commercial

Payment equal to one (1) times the average monthly billing calculated over the most recent twelve months billed or as estimated by the City Manager for any new facilities.

- b.) Deposits will be applied against delinquent bills after the 25th of each month. New deposits and new Utility Service Application and Agreements will be required before services are reconnected.**
 - c.) The deposit on any residential property may be raised up to three (3) months average bill, or four (4) months average bill on commercial property, by the City Manager upon recommendation of the Utility Office Supervisor if the customer’s payment history indicates frequent, recent, or large delinquencies.**
 - d.) The City of Llano retains the right to obtain a credit report, payment history, and/or service verification on any person or entity making application for utility service from the City. This information may be used when establishing the required deposit.**
 - e.) The customer may request the City of Llano to run a credit report to verify their credit history. The customer will be responsible to pay for this credit report at the time of the request. If the credit report returns a favorable history, the deposit required shall be equal to that of a deposit with a Letter of Credit.**
 - f.) For customers without a Letter of Credit or Favorable Credit Report, after twelve (12) months of continuous non-delinquent payments have been recorded, the City of Llano will apply the \$25 additional deposit toward their next utility bill.**
- 2. A deposit will not be required for public schools or governmental agencies. Waiver of deposits for any other individual or agency must be granted by the City Council.**
 - 3. A deposit for temporary or seasonal service may be required by the City in such amount, and in such form, as determined by the Utility Office Supervisor to be sufficient to protect the City against the risk of loss of payment for service.**
 - 4. Upon discontinuance of service, the deposit shall be applied to the payment of the final utility bill, with any negative balance billed to the customer. A transfer of service from one premises to another shall not be deemed a discontinuance, but all service charges for such a transfer shall apply.**

5. Interest on deposits shall not be paid by the City.
6. Unclaimed deposits maintained on the City records for one year or more and as of March 1st of each year shall be forwarded to the State Comptroller on July 1st of each year.

VIII. LIENS : UTILITY SERVICES (Electric, Water, Sewer, Garbage)

1. After the City has terminated a customer's utility (water, sewer, garbage and/or electric) service(s) pursuant to the requirements of this ordinance, or after the City terminates utility services(s) at a customer's request, the City Utility Office Supervisor shall file a lien on the property which the terminated utility service(s) served and in the amount that the customer whose service(s) were terminated owed to the City for utility service at the time of the termination of service(s).
2. If a customer owes less than fifty dollars (\$50.00) for the aggregate sum of electric charges, water charges, and sewerage charges at the time of termination of any of those services, no lien shall be filed against the property served by those services. If the customer is not delinquent in payment at the time of termination of any of the services, no lien shall be filed until customer becomes delinquent in payment. No lien shall be filed on any property that the City knows to be a homestead as defined by the Texas Constitution.
3. Any lien authorized by this Section shall be filed with the County Clerk of Llano County, Texas, or with the County Clerk of the county in which the property to which the lien will be attached is located. The City shall then have a privileged lien on as many lots or pieces of property as the terminated services previously served and are described on the lien instrument by metes and bounds, or by City lot and block description, or by any other adequate description. The lien shall secure the charges made by the City for these above discussed services rendered to that property. The Utility Office Supervisor shall add to any lien filed pursuant to this Section the amount of the filing fee charged by the County Clerk for filing that lien. The lien shall be effective against that property, if the account holder or user of services of that property were either the owner of that property, a tenant of that property or a permissive holder of that property, or an adverse possessor of that property. It is further provided that for any charges for which the lien authorized by this Section is designed to secure, suit may be instituted and recovery in the foreclosure of that lien may be had in the name of the City. The City Attorney is authorized to file such liens.
4. **Notice and Hearing:**
After the filing of a lien pursuant to this Section, the Utility Office Supervisor shall within thirty (30) days of the filing of that lien give the owner of the property and the account holder notice that such a lien or liens have been filed on that property and inform the owner and account holder of their rights of appeal. Within thirty (30) days of the post mark of the notice sent to the property owner or account holder, the property owner or account holder may appeal the decision to impose the lien on that property to the City Manager or any fair and impartial person the City Manager may designate. The City Manager or his designee shall authorize the release of the lien if the property owner or account holder shows that no bill for the above mentioned services to his property encumbered by the lien or liens is owing, or if the property owner shows that the encumbered property is and at all times from the hour of the filing of the lien or liens until the time of the appeal has been a homestead as defined by the Texas Constitution. The City Manager or his designee may modify or release the lien to reflect the true amount of delinquency in payment for services to the property if the owner or account holder demonstrates that a lesser bill is owing than the lien alleged or if the Utility Office Supervisor cannot show that the entire lien alleged is owing. The person last listed on the Llano County tax records as being the owner of any given piece of property shall be presumed to be the owner for purposes of this subsection, and the address listed for the owner on the Llano County tax records shall be presumed to be the address of the owner.

5. Whenever a person or entity pays all principal, interest, and the filing fee of a lien validly filed pursuant to this Section, the Utility Office Supervisor shall execute a release of that lien and surrender it to the paying party. The City shall not be responsible for filing that release.
6. Declaration of Rental Property or Services:
 - a. The owner of any property which is rented to another and such tenant carries City electric, water or sewer, in the tenant's name, may prevent the City from using that property as security for the water, electric, and sewer, service charges for service to that property and from filing any lien on such property under the provisions of this Chapter by filing with the City a declaration in writing specifically naming the service address of that property and declaring such to be rental property which the owner does not wish to be security for the water, electric, and sewer, service charges for service to that property.
 - b. The declaration of rental property shall be valid only so long as the person making such declaration owns such property, rents such property to another, and the tenant of such property carries the City water, sewer, or electric, services in the tenant's name. The owner may revoke the declaration of rental property at any time by so notifying the City in writing.
7. After the City of Llano has terminated a customer's utility, water, sewer, garbage and/or electric pursuant to the requirements of this Ordinance, or after the City terminates utility service(s) at a customer's request, the Utility Service Office Supervisor shall report to credit service(s) relevant payment information on all persons or entities listed above when payment of the utility account remains delinquent for more than ninety (90) days. The City shall have the authority to report the payment history to other utility service providers. The City shall have the authority to authorize and direct the city attorney to file suite to collect amounts owned the City for utility services and charges that remain delinquent for ninety (90) days or more.
8. The City may file a lien against the utility customer. The City shall file a lien on the property on which the account is serviced.

IX. FEES

Returned Check Charge	\$25.00
Service Charge	\$20.00
Transfer Fee	\$25.00
After Hours Service Charge	\$45.00
(After 4 pm, Before 7 am Weekends and Holidays)	
Two (2) Week Cleanup Charge	\$ 5.00 plus usage
Re-Read Charge	\$10.00

X. ADJUSTMENTS

If a meter accuracy test discloses a registration error of more than 4%, either fast or slow, all customer bills affected by such error shall be approximately adjusted, based on the best information available, except that adjustments will not be retroactive more than one (1) year, or to the last test, whichever was most recent. If an accuracy test is conducted at the request of the customer, and such test reveals the meter registration correctly within the established limits, the customer shall pay the cost of the accuracy test, plus a re-read fee.

XI. COMPLAINTS

The City shall promptly investigate customer complaints and advise the customer of the results. A written record of the details of all customer complaints shall be kept for a period of one (1) year. Work orders shall be written when complaints warrant action, and a copy shall be kept on file. Complaints which require no investigation or action need not be recorded.

XII. APPEALS

A customer may appeal the application of any provision of these Service Regulations to the Utility Director. If satisfactory resolution is not obtained at that level, the appeal may be taken to the City Manager, whose administrative decision is final. During the appeal process, disconnection of utilities shall not take place pending final resolutions.

XIII. SUPPLYING AND TAKING OF SERVICE

1. Supply of Service

Llano utility services are supplied at rates which are established by City Council, and amended from time to time. The City shall bear no responsibility for any occurrence or condition beyond the point of delivery of service. Any departure from these conditions shall be the subject of a special contract negotiated between the City and the customer.

2. Continuity of Service

The City will use all reasonable care and diligence to provide dependable and uninterrupted service, but provides no guarantee against irregularities or interruptions. Without incurring any liability, the City may change or interrupt utility service when necessary for maintenance, repair or system improvement, but will do so in such a manner as to cause the least possible customer inconvenience. The customer will hold the City harmless from and against all claims for injury or damage to persons or property arising from irregularities or interruptions of the delivery of utility services. The City shall be responsible for all costs associated with the maintenance and replacement of all electric meters, and water meters of three quarter (3/4) inch size or less.

3. Customer Responsibility

The customer assumes all responsibility for any occurrence or condition on the customer side of the point of delivery. The customer shall not utilize any City utility service for resale, except by means of a contract with the City for that purpose. All utility apparatus, materials, and workmanship installed by the customer shall be selected and maintained with the intent of obtaining the maximum in safety, efficiency and protection of facilities. Customer has the obligation to notify the City before making any substantial change in obligation for service that is indicated on the UTILITY SERVICE APPLICATION & AGREEMENT. Customer has the responsibility to protect City service apparatus on customer's premise from any use, repair, alteration or damage by anyone other than employees or agents of the City. Customer is financially responsible for loss of water or electricity on the consumer customer side of the point of delivery, unless such loss is due to negligence on the part of the City. When a new or re-connect of utilities is made, the customer must be physically present at the site of the meter or else must present to the City a signed statement or release of liability for such action. Customers shall pay for the placement, replacement, or repair of all water meters of greater than three quarter (3/4) inch in size.

4. City Inspection

The City retains the right, but does not assume the duty, to inspect customer's installations at any reasonable time, and to take appropriate action in the event such installations do not conform to the regulations herein. Any customer who obtains utility service from the City by circumventing or tampering with any City utility metering device or appurtenance, or by any other means damages

any facility, or interferes with the intended manner of providing utility service shall be in violation of these regulations. Evidence of such violation of these regulations shall be prima face evidence of intention to defraud the City of Llano and shall result in prosecution as provided by law.

XIV. CUSTOMER ASSENT

All provisions of these regulations shall be deemed to be incorporated into a contract between the City of Llano and its customers, and by the act of applying for and accepting utility service from the city, customer assents to the knowledge and acceptance thereof, as evidence by the signing of the customer's **UTILITY SERVICE APPLICATION & AGREEMENT**.

XV. AMENDMENTS TO REGULATIONS

Following initial adoption by the city council, these regulations may be administratively amended from time to time.

XVI. EFFECTIVE DATE

These regulations replace any and all utility regulations previously approved, and are effective upon adoption by the city council.

XVII. PENALTY

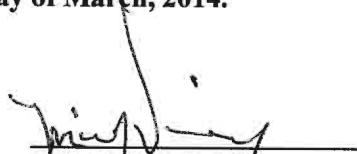
Any person or corporation violating any provision of this ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be fined in a sum not to exceed five hundred dollars (\$500.00). Each day that such violation shall exist shall constitute a separate violation.

XVIII. APPENDAGES

Appended hereto, Exhibit "A", **RELEASE OF MUNICIPAL UTILITY LIEN**;
Appended hereto, Exhibit "B", **MUNICIPAL UTILITY LIEN**;
Appended hereto, Exhibit "C", **RENTAL PROPERTY DECLARATION**;
Appended hereto, Exhibit "D", **UTILITY SERVICE APPLICATION & AGREEMENT**.

PASSED AND APPROVED this the 17th day of March, 2014.




Mikel Virdell, Mayor

ATTEST:

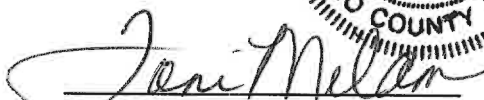

Foni Milam, City Secretary

EXHIBIT "A"

RELEASE OF MUNICIPAL UTILITY LIEN

The City of Llano has heretofore recorded a Municipal Utility Lien against the below described property. The lien was recorded in the Mechanic's Lien Records of the County Clerk of Llano County, Texas, at the volume and page listed below. The City of Llano now forever and fully releases and abandons that referenced lien.

OWNER: _____

PROPERTY - LOT: _____

BLK: _____

ADDITION: _____

MECHANIC'S LIEN RECORDS:

VOLUME: _____ **PAGE:** _____

DATED this date: _____

CITY OF LLANO, TEXAS

BY: _____
Yolanda Jones, Utility Office Supervisor
City of Llano, Texas

STATE OF TEXAS }
 }
COUNTY OF LLANO }

BEFORE ME, on this day personally appeared Yolanda Jones; known to me and acknowledged to me that she executed the same as an act of the City of Llano.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

Notary Public, State of Texas

(seal)

EXHIBIT "B"

MUNICIPAL UTILITY LIEN

Pursuant to the Tex. Const., Art. XI-5, Tex. Loc. Gov't. Code, Section 402.0025, and the Llano City Ordinance 1033, the City of Llano hereby imposes a lien in the below described amount against the described property owned by the below named person for delinquency in payment for electric, water, sewer or garbage services provided to that property on the account numbers listed.

OWNER: _____

PROPERTY - LOT: _____

BLK: _____

ADDITION: _____,

an addition to the City of Llano, Llano County, Texas.

ACCOUNT NUMBER: _____

AMOUNT: _____

This lien shall be a priority lien and shall accrue ten percent (10%) per annum interest from the date of filing hereof.

EXECUTED: _____.

CITY OF LLANO, TEXAS

BY: _____
Yolanda Jones, Utility Office Supervisor
City of Llano, Texas

STATE OF TEXAS }

COUNTY OF LLANO }

This instrument was acknowledged before me on the _____ day of _____, 20____.

(seal)

Notary Public, State of Texas
REAL (AND PERSONAL) INDEBTEDNESS

EXHIBIT "C"

RENTAL PROPERTY DECLARATION

DATE: _____

I, the owner of the following listed property declare such to be rental property:

STREET ADDRESS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

Owner or Agent*

Owner's Name **PRINTED**

Agent's Name **PRINTED**

Owner's Address

Agent's Address

Owner's Telephone Number

Agent's Telephone Number

***AGENT MUST FURNISH PROOF OF AUTHORITY TO ACT AS AGENT FOR OWNER.**

EXHIBIT "D"



UTILITY SERVICE
APPLICATION AND AGREEMENT
PLEASE PRINT

Name of Primary Applicant (Person Filling Out This Form) Date of Application:

Name of Secondary Applicant: Account No.:

Address: Received: Electric Water

Mailing Address if Different: Letter of Credit

Home Phone: No Letter of Credit

Work Phone: Non Refundable Connect Fee Total Received

Is Above Address: Rental Owned If Rental, Give Name of Landlord: Other

Have You or the Secondary Applicant Had Service With the City of Llano Before? No Yes
If Yes, When: At What Address:

AGREEMENT

The undersigned (hereinafter call the 'Customer') hereby makes application for and agrees to take from the City of Llano the service or services covered by this application at the address given above, and agrees on or before the tenth (10th) day of billing, each month if billed monthly, to pay the City, at its Office for such service furnished Customer during the period for which said billing is rendered, according to the amount thereof as established by, and in accordance with, the standard rates of the City as from time to time established for such class of service. The City shall not be obligated under this agreement to furnish any service of a type or character not available from the existing lines or facilities of the City.

The Customer agrees to permit the authorized agents of the City free access to premises for the purpose of inspections prior to the connection(s) of service of a type or character to determine that all service types comply with all applicable local, State and Federal Building Codes.

The Customer agrees to permit the authorized agents of the City free access to premises for the purpose of connecting, disconnecting, inspecting, testing, reading meters, repairing or removing any property of the City, and agrees not to permit anyone other than authorized agents of the City to molest or otherwise tamper with the property of the City or to remove its seals.

The City makes reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service.

The Customer agrees that this application and agreement is subject to all City Ordinances and Regulations covering the services mentioned, and that such Ordinances and Regulations are a part of this Agreement.

Customer authorizes the City to request and retain a credit report, payment history, and/or service verification on any person or entity making application for utility service from the City. This information may be used when establishing the required deposit pursuant to City Ordinance No. 750 of the Code of Ordinances. The City shall report to credit service(s) relevant payment information on all persons or entities listed above when payment of the utility account remains delinquent for more than ninety (90) days. The City shall have the authority to report the payment history to other utility service providers. The City shall have the authority to authorize and direct the city attorney to file suit to collect amounts owed the City for utility services and charges that remain delinquent for a period of ninety (90) days or more. The City may file a lien against the delinquent utility customer. The City shall file a lien upon the property on which service was terminated. In the event of termination of service, deposits on the account will be applied to the final bill and the balance due, if any, will be billed to the Primary Applicant. Likewise, refunds will be paid to the Primary Applicant. All applicants, secondary applicants and responsible adults are subject to provisions of this document. I (we) certify that the information provided in this document is true and correct to the best of my (our) knowledge.

Applicant

Secondary Applicant

Responsible Adult

Responsible Adult

UTILITY SERVICE APPLICATION AND USAA

I. PURPOSE:

City of Llano (hereinafter referred to as the "City") is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this Utility Service Application and USAA (hereinafter referred to as USAA) is to notify each customer of the plumbing restrictions, which are in place to provide this protection. The City enforces these restrictions to ensure the public health and welfare. Each customer must sign this USAA before the City will begin service. In addition, when service to an existing connection has been suspended or terminated, the City will not re-establish service unless it has a signed copy of this USAA.

II. PLUMBING RESTRICTIONS:

The following unacceptable plumbing practices are prohibited by State Regulations:

1. No direction 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 in accordance with State plumbing regulations. Additionally, all pressure release calves and thermal expansion devices shall be n compliance with State plumbing Codes.
2. 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 are not permitted.
3. No connection, which allows water to be returned to the public drinking water supply, is permitted.
4. No pipe or pipe fitting installed on or after July 1, 1998, 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.
5. No solder or flux, which contains more than 0.2% lead, can be used for the installation or repair of plumbing at any connection on or after July 1, 1998, which provides water for human use.
6. No plumbing fixture shall be installed which is not in compliance with a State approved plumbing code.

III. SERVICE AGREEMENT:

The following are the terms of the USAA between the City and

_____, the Customer:

1. The City will maintain a copy of this USAA as long as the Customer and/or the premises is connected to the City's water system.
2. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted during the City's normal business hours.
3. The City shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
4. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
5. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the City. Copies of all testing and maintenance records shall be provided to the City.

IV. ENFORCEMENT:

If the Customer fails to comply with the terms of this USAA, the City 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 USAA shall be billed to the Customer.

Customer Signature: _____

Printed Name: _____ Date: _____

Special Notice

Right to Confidentiality of Personal Information

House Bill 859, effective September 1, 1993, requires utility companies to notify customers of their right to confidentiality. You are hereby informed that you have the right to request that your personal information in our files be confidential. Our policy is that your personal records are open records unless you request in writing that they be confidential.

Customer Name: _____

Date: _____

_____ Please keep my records and account information open records.

_____ My personal information should be kept confidential.

“Personal Information” as defined by this notice means an individual’s address, telephone number and social security number. If you have any questions, please contact the City at (325) 247-4158.

Permission to Turn on Water

Date: _____

I give my permission for the City of Llano to turn water on at the address below without anyone present. I understand that the City will not be held responsible for any damage to broken pipes, leaking pipes, etc.

Service Address: _____

Signature: _____