

**CITY OF EAST MOUNTAIN
103 MUNICIPAL DRIVE
GILMER, TX 75644**

**CITY ORDINANCE #87
AMENDED and APPROVED April 9, 2018**

INTRODUCTION: The City of East Mountain provides drinking water to the residents of the City of East Mountain and surrounding areas through the East Mountain Water Supply System, and is responsible for protecting the system's drinking water from contamination or pollution, which could result from improper plumbing practices.

I. PURPOSE: The purpose of this ordinance is to institute a process to inform a new customer to the East Mountain Water Supply System of restrictions that are in place to provide this protection.

Furthermore, in order to ensure that the public health and welfare are not compromised, East Mountain Water Utility System assumes any and all rights and privileges that the system administrators deem necessary to enforce these restrictions. Each new customer to the East Mountain Water System must sign a copy of this agreement with the City of East Mountain Water System, prior to commencement of service.

In addition, if the water service to an existing connection has been suspended or terminated, for whatever reason, the Water Supply System reserves the right to not re-establish said service unless it has a signed copy of this agreement.

II. PLUMBING RESTRICTIONS: The Following are plumbing practices which are prohibited by the State of Texas and the United State of Government:

- A. A new water service will not be installed (a new tap on undeveloped property or an existing tap on undeveloped property) unless the property has been inspected and approved, meeting all local, county and state requirements concerning waste water disposal for the structure to be built or moved on to said property.
- B. A direct connection between the public drinking water supply and any potential source of contamination is prohibited. Furthermore, any potential source of contamination to the water supply system will be isolated from public water system by an air gap of at least 3 inches in distance, or a backflow prevention device of a type which has been accepted and approved by the American Water Works Association for use in public water supply service.

- C. A cross-connection between the public water supply service and any privately owned water system is not permitted. This potential threat to the quality of public drinking water shall be eliminated at the service connection by the installation of an air gap at least 3 (three) inches in length or by the installation of a reduced pressure zone backflow prevention device.
- D. Any connection which allows water to be returned to the public drinking water supply is prohibited.
- E. No pipe or pipe fitting which contains more than 8.0% (eight percent) lead will be used as a component for the installation or repair of any plumbing which is used to provide water for human consumption.
- F. Solder or flux containing more than 0.2% lead will not be used for the installation or repair of any plumbing at a service, which is used to provide water for human consumption.

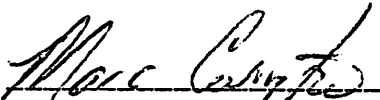
III. SERVICE AGREEMENT: The following are the terms of the service agreement between the East Mountain Water System and the new water customer:

- A. The water system will be responsible for the maintenance of a properly signed copy of this agreement, so long as the afore-named customer is connected to the East Mountain Water Supply System.
- B. The customer shall allow his property to be inspected for any possible cross-connection or undesirable plumbing practices at that location. This inspection shall be conducted by an official of the Water System, or its designated agent, prior to initiating service and periodically thereafter. These inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the customer in writing of any undesirable plumbing practices which have been identified during the initial inspection or the periodic re-inspection. The customer, at his or her own expense, shall immediately correct any undesirable plumbing practices which have been detected on his premises.
- D. The customer shall, at his own expense, install, test and properly maintain any back flow prevention device required by the Water System. Copies of testing and maintenance records shall be provided to the Water System.
- E. Check valves will be installed for all new water customers.

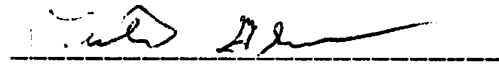
IV. ENFORCEMENT: In the event that a Water Supply System customer fails to comply with the terms and conditions of this service agreement, the East Mountain Water System shall, at its own discretion, and with due notification to the customer, terminate all water service to this location, OR properly install and test any equipment or devices deemed necessary to bring this service connection into compliance with this service agreement, and any and all other State of Texas or United States Government requirements, as mandated in the Safe Drinking Water Act of 1976. Any and all expenses associated with providing this service will be the responsibility of the customer.

The customer shall further be advised that payment is due on the 5th day of each month. If the 5th day of the month falls on a weekend or a holiday, the payment is due by 5:00 P.M. on the following business day. A late fee of \$15.00 will be assessed if the payment is not received by 5:00 P.M. on the due date. If service is disconnected due to non-payment, a \$50.00 re-connect fee will be added. If an illegal re-connect has been made after service has been disconnected (cutting lock, etc.), a fee of \$352.00 will be assessed.

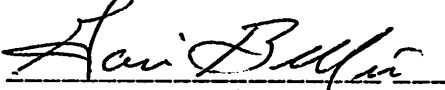
Passed for amendment, re-approval by majority vote this 26th day of March, 2018.



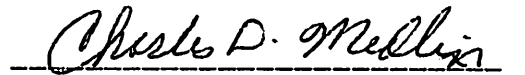
Marc Covington, Mayor




Lester Glover, Council Member



Gari Bellis, Council Member



Charles Medlin, Council Member



John Adams, Council Member



Billy Morrow, Council Member

Subscribed and attested: 

Robin R. Gray, City Secretary

WATER SERVICE AGREEMENT

I, the undersigned, do hereby attest or affirm that I have read and understand the restrictions and requirements of East Mountain, Texas City Ordinance #87 covering the initiation or resumption of water service to the residence located at

_____.
(Service Address)

I further agree to comply with all of the requirements of City of East Mountain Ordinance No. 87.

Print Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Customer Signature: _____

City Secretary Signature: _____