

BRUCEVILLE-EDDY WATER SUPPLY COMPANY SERVICE AGREEMENT

PURPOSE: The CITY OF BRUCEVILLE-EDDY 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 the City of Bruceville-Eddy will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish 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 backflow 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.
- 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 the City of Bruceville-Eddy (the Water System) and

_____ (the Customer).

A. The Water System 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 are the customers responsibility and shall be conducted by a 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.

C. The Water System 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 the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

ENFORCEMENT:

If the Customer fails to comply with the terms of the Service Agreement, the Water System 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.

The customer shall grant the City of Bruceville-Eddy, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the City to extend or improve service for existing or future customers, on such forms as are required by the City.

SECURITY DEPOSIT: At the time of application, customers shall pay the deposit in full. A utility deposit will be collected at the following rates: ****A \$30.00 Connection/Transfer Fee on first bill will be assessed. ****

Property Owner - \$200.00 (must include copy of deed)

Deposit Refund: Owner: Deposits are credited to water account within a year of good account credit

In order to avoid paying the deposit a Co-Signer Agreement will need to be file. Co-Signer must be a current water customer of the Bruceville-Eddy Water Department for more than a year and with excellent credit. A Co-Signer cannot be a renter.

Rental Property - \$200.00 (If requesting name on account) and owner must co-sign.

Or account will have to be in owner's name only - NO DEPOSIT

Deposit Refund: the final bill is taken out of deposit and if any remaining will be refunded.

ALL CO-SIGNERS: The Co-Signer Agreement is for the life of the Account being co-sign for and is liable for all balances left behind.

Under no circumstance will an account be open for a Person with an outstanding bill. An additional \$100.00 deposit will be require for any person who has an outstanding water bill. The outstanding balance will need to be paid in full plus the additional deposit before new service is set up.

BILL DUE: Bills are due when received. Customers have until the 15th of each month to pay and if the 15th falls on a weekend, or Holiday, you will have until 5:00 p.m. the next business day. If not paid by the 15th of the month, or the next business day if the 15th falls on a weekend a \$30.00 late fee is assessed and will be charged.

******Failure to receive a bill does not relinquish responsibility for payment.******

DISCONNECT: Service will be **DISCONNECTED** on the next business day following the due date. Once disconnected a \$30.00 re-connect fee is charged and must be paid before water service is restored. No disconnect notice are send out.

RETURN CHECK: A \$30.00 fee for checks that are returned by the bank for NSF (non-sufficient funds) or any other reason will be assessed against the account and must be paid within 10 days from receive notice. If 2 Return Checks are received the customer can no longer make payments with a check until a 12 month period has pass.

A Customer who is disconnected for a return check 2 times during a 12 month period shall be required to post an additional \$100 deposit over their existing deposit and must pay all charges in full before having the water turn back on.

GARBAGE: Pick-up is mandatory (by Ordinance of the City), inside of the city limits and is included on the water bill. Pick-up: Tuesdays- for everyone except Crescent Creek and Forest Creek area is on Friday ONLY. Have garbage out by 7:00 am or earlier on the day of pick-up. Only one trash can is provided. Please notify the water department employees if an extra can is needed as there is an extra charge for more than one can.

METER TAMPERING: It is a violation under city law to enter a meter box for the purpose of reconnection after it has been disconnected for non-payment, or for any reason deemed necessary by the Utility. A tampering fee of \$100.00 will be assessed and charged. It is and will be punished by a citation and fine up to \$500.00.

EXTENSIONS: If you are unable to pay your bill by the 15th of each month and need more time, an Extension Agreement can be fill out and turn in on or before the 15th of each month. Only the Account holder can sign for Extensions and must be in writing, **NO EXTENSION BY PHONE ACCEPTED.**

PAYMENT PLAN: Only in a case of a water leak or minimum back pay charge, the water department can work with the owner of the account on paying it out. The owner of the water account **MUST** come in person to the office and make arrangements with the water department. The payment amount and time frame will be determine by the water department employees and the 1st payment will be require at the time of the request. If 2 months are unpaid, the Payment Plan will be revoked, the water meter will be lock, and the full amount will be due in order to have the water meter unlock and turn back and a \$30.00 re-connect fee will be charge.

"The City shall make reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service and shall not be liable for loss or damage by reason of interruption in services, nor for loss or damage caused by unavoidable accident, or from any other causes, whether avoidable by the City or not, and that the City shall not in any event be liable for any loss or damage caused by leakage, escape, or loss of water after the water has passed into Customer's service line, or due to the water upon the Customer's premises"

APPLICATION FOR WATER SERVICE

Connection Date: _____

Applicant's Name: _____ Spouse Name: _____

Driver's License # _____ Driver License# _____

Social Security # _____ Social Security # _____

Date of Birth: _____ Date of Birth: _____

Phone #: (_____) _____ Phone #: (_____) _____

Work#: (_____) _____ Work#: (_____) _____

E-Mail Address: _____ E-Mail Address: _____

Service Address: (Copy of Lease Agreement or Deed must be provided)

Physical Service Address: _____

Billing Address: _____

Purchasing: Property ID#: _____

Renting (identify landlord): _____ Phone#: _____

Applicants Signature _____ Date of Signature _____

Spouse Signature: _____ Date of Signature _____

By signing above I, (we) agree to the terms of this agreement and swear we understand and have received a copy of this agreement for our records.

Mail To Attention of : Water Department
City of Bruceville-Eddy
143 A Wilcox Drive
Eddy, Texas 76524

If mailing, faxing, or e-mailing please include a copy of a valid Texas photo Identification Card.

City of Bruceville-Eddy offers online bill pay @ www.bruceville-eddy.org, cash, check, money order, or ACH draft. No credit card payments by phone or at office will be accepted. You may also drop off a payment at our 24/7 DROP BOX on the east side of the building.