

# 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 allowed. 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 pipefitting that contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that 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 are 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 customer's 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 re-inspection.

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, terminate the service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. All expenses associated with the enforcement of this agreement will 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 and the connection/transfer fee of \$30.00. A utility deposit will be collected at the following rates:

**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 filed. Co-Signer must be a current water customer of the Bruceville-Eddy Water Department, a minimum of a year and with excellent credit. A Co-Signer cannot be a current home renter.\*\***

**Rental Property** - \$200.00 Rentor. If owner, or BE water customer in good standing (water account for 12 months or more), acts as Co-Signor on new account = Deposit \$100.00

*Deposit Refund: the final bill is subtracted from the deposit amount and any remaining will be refunded.*

**ALL CO-SIGNERS:** The Co-Signer Agreement is for the life of the Account being co-signed, and is liable for all balances left behind. Under no circumstance will an account be opened for a Person with an outstanding bill. An additional \$100.00 deposit will be required for any person who has an outstanding water balance. The outstanding balance will need to be paid in full, and the additional deposit made, before new service is set up.

**BILL DUE DATE:** Bills are due when received. Customers have until the 15<sup>th</sup> of each month to pay and if the 15<sup>th</sup> falls on a weekend, or Holiday, you will have until 5:00 p.m. the next business day. If not paid by the 15<sup>th</sup> of the month, or the next business day if the 15<sup>th</sup> 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:** Water 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. This Agreement acts as the **Notice of Disconnect** to the Customer upon their signature.

**RETURNED 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 two Returned Checks are received, the customer can no longer make payments with a check, until a 12-month period has passed.

**\*\*A Customer who is disconnected for a returned check two 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 excepting the Crescent Creek and Forest Creek areas, which is on Fridays ONLY. Have garbage out by 7:00 am or earlier on the day of pick-up. Only one trashcan 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 punishable by a citation and fine up to \$500.00.

**EXTENSIONS:** If you are unable to pay your bill by the 15<sup>th</sup> of each month and need more time, an Extension Agreement can be filled out and turned in on or before the 15<sup>th</sup> of each month. Only the Account holder can sign for Extensions and it must be in writing. **NO EXTENSIONS BY PHONE WILL BE ACCEPTED.**

**PAYMENT PLAN:** Only within a case of a water leak or a minimum back pay charge, can the water department work with the owner of an account on paying it out. The owner of the water account **MUST** appear in person to the office and arrange a payment plan with the water department. The department employees will determine the payment amount and period and the first payment will be required at the time of the request. If two months are unpaid, the Payment Plan will be revoked. The meter will be locked, and the full amount due, in order to have the water meter unlocked and turned on. A \$30.00 re-connect fee will be charged.

**"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 (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.us](http://www.bruceville-eddy.us), 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, located on the east side of the building.**