

For Office Use only
 Service Order # _____ Initials _____ Account # _____ Utility Application and Agreement for utility services approved on _____ date by _____
 _____ Deposit Received _____ Deposit Transferred _____ Entered into System _____ Connection Received _____ 911 Updated _____ Transfer Completed _____



The City of Bruceville-Eddy. Rising into the Future

144 Wilcox Drive
 Eddy, Texas 76524

www.bruceville-eddy.us

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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 & AGREEMENT FOR UTILITY SERVICES

Applicant Name: _____ Co/Spouse Name: _____
 Driver's License Number: _____ Driver's License Number: _____
 Social Security Number: _____ Social Security Number: _____
 Date of Birth: _____ Date of Birth: _____
 Phone Number: () _____ Phone Number: () _____
 Work Number: () _____ Work Number: () _____
 Email Address: _____ Email Address: _____
 Service address: (Copy of Lease Agreement or Deed must be provided) _____

Billing/Mailing address: _____

Purchasing Property ID: _____

Renting Landlord: _____ Phone Number: _____

Applicant's Signature: _____ Co Applicant Signature: _____

Date: _____ Date: _____

Civil Rights Act of 1964

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; therefore, the City must maintain ethnicity information for every utility customer. Please select the racial category or categories you most closely identify by placing an "X" in the appropriate box.

<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Caucasian
<input type="checkbox"/> African American	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Chinese
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Asian Indian

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Customers initials: _____

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.

The undersigned, herein called Customer, hereby requests the City of Bruceville-Eddy, herein called City, to supply water for domestic purposes to the premises located as follows: _____ in Bruceville-Eddy owned by/rented from _____, and agrees that on or before the 15th day of each month, to pay to the City at its office, online or via mail for all water supplied and used and as measured by meter set on said premises, at the City's rate as provided in the City of Bruceville-Eddy's water ordinances. If payment has not been received by the 15th of the month a late fee of \$30.00 will be added to the bill. If the 15th falls on a weekend or a holiday a late fee of \$30.00 shall be assessed if payment is not received by 8:00A.M. on the first open business day following the weekend or holiday that the 15th falls on. Customers who have not paid their bill in full by 5:00 p.m. on the 4th business day after the due date will be subject to disconnect and charged a \$30.00 reconnect fee. If the 4th business day falls on a Friday or holiday, service will be disconnected on the next business day. Service will not be reconnected until the bill and late penalties are paid in full. If the bill is paid after 3:00 p.m. the water may or may not be turned on until the following business day. Any adjustments or dismissals for late fees, reconnect fees, or any penalties must be approved by the City Administrator, City Secretary or Finance Director. At no time will partial payments of utility bills cause the Customer to have their deadlines extended or excuse the Customer from late penalties. There shall be no utility bill put in a "hold" status or otherwise allowed to not be paid in accordance with the city policy.

IN ADDITION, THE CUSTOMER AGREES TO THE FOLLOWING:

A citizen applying for service shall be a responsible adult and provide a valid TX Driver's License containing a photo; or, a photo identification card issued by the TX Department of Public Safety; or, a photo identification card issued by the US military. New residents can initially open a city utility account with a photo identification card from another state, but must come back to City Hall within 30 days to provide the TX identification card which includes the address which is receiving the new service. Failure to return in 30 days can result in immediate disconnection of service.

Under no circumstances will an account be allowed in the name of a family member or friend; and, no account will be opened for a person who has an outstanding utility bill. Persons with unpaid bills shall pay the unpaid bill in full before receiving new service and in addition, their required utility deposit shall be \$100 higher than the normally required deposit. At the time of application, customers shall pay the deposit in full and the connection fee of \$30.00.

A utility deposit will be collected at the following rates:

1. Residential Owner-Occupied Deposit fee - \$200.00
2. Residential Renter Occupied Deposit fee - \$300.00
3. Commercial Owner-Occupied Deposit fee - \$250.00
4. Commercial Renter Occupied Deposit fee - \$350.00

At time of application, customers shall pay the deposit and connection fee in full before the services are rendered.

Deposits: Texas government code, section 552.0025 (C) The municipality may require varying utility deposits for customers as it deems appropriate in each case. The deposit can be held until a reasonable history is established (a minimum of 12 months) with each Customer or a maximum of (24 months) if a customer remains in good standing whichever the case may be. Refund amount is the deposit less any current charges. The account of the Customer will receive credit to their account. If the account is less than the deposit, the remainder will be refunded to said Customer upon request.

A Customer who is disconnected for non-payment or invalid check twice during a twelve (12) month period shall be required to post an additional \$100 deposit over their existing deposit and must pay all charges in full including penalties, before having utilities reconnected. Service will be immediately disconnected when City receives in the mail a returned check which was issued to the City for utility bill payment. If Customer has a phone number on file at the City, a city employee will make an attempt to notify Customer that service will be disconnected at 3:00 p.m. the same day unless Customer comes to City Hall and replaces the check with cash. The City is not responsible if there is no answer. The Customer will not be given an extension of time because of the invalid check. A Customer who pays with an invalid check twice within a twelve-month period shall lose the privilege of paying utility bills by check. If a customer is ineligible to pay by check, but leaves

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a check in the outside drop box, or sends a check by mail, service will be immediately disconnected until such time as the Customer replaces the check with cash.

City of Bruceville-Eddy offers, ACH draft, credit card payments @ www.bruceville-eddy.us, cash, check or money order. No credit card payments by phone or at the water department will be accepted.

The penalty for paying a utility bill with an invalid check is \$30.00. There are no extensions of deadlines for penalties and disconnections.

The City shall supply water only through meters owned and furnished by the City, and the delivery of water shall be complete when it leaves the outlet of the meter. The City shall keep an accurate record of the amount of water registered by each meter, and such record shall at all times and places, including court, be accepted as prima facie evidence of the correct amount of water registered and used at said premises. Customer shall protect and insure the City against loss or damage to the City's pipes, meters, meter boxes, and property while on Customer's property from theft, carelessness, injury, accident, or from any other cause, and in the event of such loss or damage, the Customer shall pay the City the cost of replacing or repairing same, as a continuing security for the performance of this agreement. Customer shall not, nor shall he permit anyone else, except the employees of the City, to tamper with, attempt repair, alter, change, move, destroy, heat, bother, or interfere with in any manner, the meter, box, pipe, connections, apparatus, or property of the City while on his premises, nor shall he permit tractors, graders, motor vehicles, or other heavy equipment to drive onto, over, or across said box, meter, and connections, nor permit said meter box while on said premises to be covered with trash, dirt, gravel, sod, debris, grass, weeds, or other foreign substance, but shall keep the top of said box open to sight and where it can at all times be easily reached by the City or its Employees; and, Customer assumes all responsibility for any damage or harm to the City's property whether resulting from injury known or unknown to Customer and if it is necessary for the City to uncover said box, Customer shall pay the reasonable cost of such service. If Customer fails or refuses to observe the above requirements then the City may at its option without notice or liability to the Customer, cut off services and remove its property from Customer's premises.

The duly authorized agents and employees of the City shall at all times have free access to the Customer's premises for the purpose of installing meter and other apparatus which the City may desire to install in connection with the furnishings of water hereunder, and for the purpose of inspecting its meter, box, and property, reading its meters, repairing or removing its property, or stopping its supply of water for non-payment of water bill, or to see if any of the covenants of this agreement are being violated; and, if this right of inspection, repair, or removal is denied by Customer or any other person(s), and suit is brought by the City to recover its property, or its value, then the Customer shall pay all cost of suit, including attorney fees to the City.

The Customer shall be liable for all water used and consumed on said premises until written notice is given the City to discontinue the service, and sufficient time is allowed to make final inspection and to obtain a reading of said meter. All notices must be in writing to the City at its office, and unless so given, shall not be legally binding upon the City.

If a water leak is discovered, then immediate notice thereof shall be given at the office of the City; and the water shall be disconnected at the stop valve. Under no circumstances shall the Customer attempt to repair or remove the property of the City.

This service is subscribed for one residence only, and if Customer connects more than one residence to said service line, then said water service shall be discontinued and all payments provided herein shall cease and all objections related therein shall be canceled and settled in full. A manufactured home, or mobile home shall be considered to be a residence. Customer shall not sell water to others, or otherwise dispose of any of the service supplied hereunder. Customer shall neither permit others to haul or transport water from service line without prior consent and approval of the City Council.

Customer shall not allow his water lines to be connected with any surface well, tank, or other water supply line while connected to the City's service line.

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If Customer's water meter is removed for any valid reason by the City, in order to re-subscribe to water service, the Customer shall pay any outstanding utility bills in full, along with any penalty assessments, plus the actual cost to the City for re-installing the meter.

The title to said meter main extension and service line, including pipes, fitting, valves, and other appurtenances connected thereto, and the right to use, operate, repair, and maintain the same shall at all times be and remain exclusively and unconditionally by the City.

It is agreed that Customer's service line shall be buried at least 18 inches in the ground and for a distance of ten feet from the meter box, and that the Customer shall install a cut-off valve on his service line; such cut-off valve to be placed not closer than two feet to the City's meter box and the same shall be used at all times by said Customer when he desires to turn water off for his convenience. Under no circumstances shall the Customer use the cut-off valve provided in the City's meter box.

IN ADDITION TO THE ABOVE, CITY MAY DISCONNECT SERVICE TO CUSTOMERS FOR ANY OF THE FOLLOWING REASONS:

- A. Failure to pay a delinquent account for services or failure to comply with the terms of this agreement.
- B. Violation of City's rules pertaining to the uses of services in a manner which interferes with the service of others or the operations of nonstandard equipment if a reasonable attempt has been made to notify Customer.
- C. Where a known dangerous condition exists for as long as the condition exists.
- D. Tampering with the City's meter or equipment or bypassing same. Tampering fine is \$200 plus Customer is subject to possible prosecution under the state law prohibiting "theft of services."
- E. Failure to comply with all applicable rules and regulations concerning water service established by all regulatory agencies.
- F. This agreement supersedes all prior agreements, representations, promises, or inducements, written or verbal, made with respect to the matters herein contained, and no employee or agent of the City has power or authority to waive, alter, modify, or change any of said covenants.

Tap Fees: Tap or reconnect fees- A customer requesting services where service has not previously been provided must pay a tap fee. A customer requesting service where service has been previously provided must pay a connect/reconnect fee, as long as the meter and tap are still located at the time of the application. Any applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule pages of tariffs shall be given a written explanation of such cost prior to request for payment and/or commencement of construction. Utility response to applications for service after the applicant has met all the requirements, conditions, and regulations for service, the utility will install tap, meter, and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service in 5 business days or a reasonable amount of time unless unusual or unforeseen circumstances prevent installation. Upon completion of the installation all fees paid are non-refundable.

Easements: To the extent permissible by law, easements must be granted by the landowner for all water metering and distribution piping facilities, as a condition of water service, for inspection, installation, repair, replacement, operation and maintenance; and the city staff, city attorney, and city engineer are hereby authorized to implement and enforce rules and regulations for attaining landowner easements as a condition of water service.

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IN ADDITION TO THE ABOVE

Extensions: Extensions are approved on a case-by-case basis by the City Administrator; if the City Administrator is out of the office, the City Secretary or Finance Director will be responsible for approving or denying extensions. Extensions are limited to no more than 2 (two) per year. At no time will an extension be approved to roll into the following months billing cycle (*No later than the 25th of month*). With this extension there will be NO LATE FEE APPLIED. Failure to adhere to an extension agreement shall result in disconnect and a \$30.00 re-connect fee. Service will not be re-connected until all the bill and all penalties are PAID IN FULL.

Standing Extensions are PROHIBITED.

Payment Plans:

Only within a case of a water leak, an unusual, extraordinary or emergency situation on an individual basis will a payment plan be considered. The current usage charges must be paid in full each billing period to maintain service. The arrears (delinquent) charges as per the signed extension-payment plan between the customer and municipal utility must be kept in good standing to continue service uninterrupted. The agreement is not to exceed 6 months.

The authority for billing adjustments or extensions are the responsibility of the City Administrator, Finance Director, City Secretary, individually or as a committee. In no circumstance shall a water employee who collects remuneration or in any manner of accounting of the customer's account have any authority to provide payment plans or extensions for the Customer. The City Administrator or Finance Director once a year, at audit time assemble a listing of the accounts receivable they deem uncollectable and present the listing to the city council for approval to write off. The council at its discretion may instruct the City Administrator or Finance Director to engage a collection agency for possible collection.

THIS FORM WAS CREATED TO CONFORM TO CITY OF BRUCEVILLE-EDDY ORDINANCE 2022-03-24 ADOPTED BY THE CITY COUNCIL OF BRUCEVILLE-EDDY IN REGULAR SESSION OF MARCH 24, 2022 COPY OF SAID ORDINANCE IS AVAILABLE UPON REQUEST AT REGULAR PRICE-PER-PAGE FOR PRODUCING COPIES.

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