

CITY OF EAST TAWAKONI SERVICE AGREEMENT

SERVICE ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

On this the _____ day of _____, 20____, I _____, have entered into agreement with the City of East Tawakoni for the use of the following utilities:

WATER SEWER GARBAGE

UPON SUBMITTING MY DEPOSIT, I FULLY UNDERSTAND:

- a) Owner will provide Warranty Deed / Renter to provide Lease Agreement
- b) Applicant will provide driver's license, ID or a photo identification
- c) **I will be billed for the above services, regardless of level usage**
- d) The utility bill is due by the 15th of each month and a late charge of \$20.00 will be assessed after that date
- e) If I fail to pay my bill in full by **8:00AM of the 25th** I will be subject to termination of service and will be charged a reconnect fee of \$50.00 prior to reconnection

I. **PURPOSE:** The City of East Tawakoni is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of East Tawakoni will begin service. In addition, when service to an existing connection has been suspended or terminated, the water department will not re-establish service unless it has a signed copy of this agreement.

II. **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 plumbing and plumbing fixtures which contain 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.

III. **TERMS:** The following are the terms of the service agreement between the City of East Tawakoni Water Department and _____ (the Customer).

- A. The Water Department 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 their property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water Department or its designated agents 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. The inspection shall be conducted during the Water Department's normal business hours.
- C. The Water Department 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 Department. Copies of all testing and maintenance records shall be provided to the Water Department.
- F. **The Customer shall install a shut off valve between the meter and their Business/Home. This does not include the Cities meter shut off valve.**
- G. The city has a contract with Gaston Sanitation Services all dumpsters must be order through Gaston Sanitation.
- H. **The Customer is responsible to ensure that the meter lid and box remains in place over the meter to protect the meter if the meter box is damaged it will be replaced at the customers expense.**
- I. If a road boar is required for a water tap, the customer is responsible for the expense of the road boar in addition to the original tap fees.
- J. **If a water meter is damaged due to negligence or tampering the meter will be replaced at the customer's expense.**

- K. **The water meter and meter box is the property of the city of East Tawakoni** it is a violation of this contract and City ordinances to open or tamper with the meter in anyway all customers should have their own water shut off valve and should not enter the city's meter at anytime.
- L. **Each meter installed at any premises shall constitute a separate service and all deposits, installation fees, service charges, billing rates, and penalties shall apply.**
- M. Separate meter for each residence or building in new service.
 - (a) For any service hereafter installed, each individual residence, dwelling or building making connection with the city water system shall have a separate meter, and no new connection shall be made by the city unless such individual residence or building is separately metered.
 - (b) However, in lieu of separate meters as required in subsection (a) of this section, an apartment building, recreational vehicle (RV) park, office building, or shopping center may be permitted to receive water through one meter if approved by the city council. In existing cases where more than one residence, dwelling, or building is served by a single meter, the entire amount of water consumed and registered through such meter shall be billed to the person, firm, or corporation owning or managing such building or apartment and shall include an additional minimum fee for each residence, dwelling, or unit in the apartment building, office building, or shopping center.

IV. ENFORCEMENT: If the customer fails to comply with the terms of the Service Agreement, City Ordinances and/or City Water/Sewer Policy & Procedure Manual the Water Department 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 Applicant agrees to pay for said services as bills are rendered therefore, in accordance with the rates, rules and regulations as provided in the Service Agreement, City Ordinances and/or City Water/Sewer Policy & Procedure Manual as now existing or as may be enacted and in effect at the time of delivery, regardless of who the consumer might be.

APPLICANT'S SIGNATURE: _____ DATE: _____

DRIVERS LICENSE # _____
 SOCIAL SECURITY # _____

PHONE # _____
 CELL/WORK PHONE # _____

NOTICE – CONFIDENTIAL PERSONAL INFORMATION

H.B. No. 859 requires all owned and government operated utility departments to notify customers of their right to confidentiality regarding release of personal information. However, Texas Utilities Code, Chapter 182, Section 182.052 allows customers to request that personal information be kept confidential.

The request for confidentiality must be submitted in writing using this form. Once the request is received and processed, the Water Department will not release confidential information for the customer except to:

- a) An official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity;
- b) An employee of a utility acting in connection with the employee's duties;
- c) A consumer reporting agency;
- d) A contractor or subcontractor approved by and providing services to the utility, the state, a political subdivision of the state, or the United States;
- e) A person for whom the customer has contractually waived confidentiality for personal information; or
- f) Another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Please check box and fill in blanks below

I hereby request that all personal information (address, telephone number, driver's license number, social security number), and any information relating to the volume or units of water usage or the amounts billed to or collected from be kept confidential.

 Signature

 Date

 Printed Name