

PECOS COUNTY FRESH WATER

P.O. BOX 535

IMPERIAL, TX 79743

Meters: 432-290-1471, Bookkeeping: 432-536-2236, Fax: 432-536-2211, Precinct #4: 432-336-6281

CUSTOMER APPLICATION AND SERVICE AGREEMENT

NAME OF APPLICANT _____ TELEPHONE # _____

ALTERNATE CONTACT # _____ E-MAIL ADDRESS _____

MAILING ADDRESS _____

PHYSICAL ADDRESS OF METER _____

NAME OF PROPERTY OWNER (If different from applicant) (Copy of Lease or letter from owner showing permission to open account) _____

MAILING ADDRESS and PHONE NUMBER OF OWNER _____

THIS AGREEMENT is made this, the _____ day of _____, 20_____, by and between PECOS COUNTY FRESH WATER (herein after referred to as PCFW) and the applicant named above (herein after referred to as the Customer), upon the terms and conditions as outlined in the Pecos County Fresh Water Policies and Procedures (a complete copy is available for viewing at the Imperial Public Library, Coyanosa Library, Pecos County Precinct #4, or a copy can be secured by contacting the bookkeeping department) and as outlined as follows:

1.) **PURPOSE:** PCFW is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each Customer of the plumbing restrictions which are in place to provide these protections, and the rights and responsibilities of each Customer. PCFW enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before PCFW will begin service.

A.) PCFW agrees to SELL AND DELIVER WATER to the Customer, and the Customer agrees to purchase and receive water from PCFW, in accordance with the rules and regulations of PECOS COUNTY COMMISSIONERS' COURT as amended from time to time.

B.) The Customer agrees to pay PCFW for service according to the rate schedule and under the terms and conditions set forth by the PECOS COUNTY COMMISSIONERS' COURT and approved by all regulatory agencies. The Customer agrees to notify PCFW when termination of service is requested and agrees to pay for service for any period water service is connected until notice to disconnect is given to PCFW by Customer.

C.) All meters, valves and meter boxes shall remain the property of and under direct control of PCFW. It shall be unlawful for any person other than those authorized by PCFW to disconnect, move or tamper with any such meter, or to turn on or off the water at the meter. The Customer must have a shut off valve (3/4" brass gate valve or equivalent) inserted on the Customer property side of the meter for the Customer to use when the need to temporarily shut off water occurs. PCFW will insert a valve on the customer's side of the meter for the cost of the valve. PCFW shall have the right to install the water service meter and the pipe necessary to connect the meter on the property of the Customer at a point to be chosen by PCFW, and shall have access to its property and equipment located upon the Customer's premises for any reason connected with, or in the furtherance of, its business operations. Upon discontinuance of service, PCFW shall have the right to remove any of its property from the Customer's premises.

D.) In the event of any unforeseen emergency in which the total water supply becomes insufficient to meet the needs of all the Customers, PCFW may prorate the water available among the various Customers on such basis as deemed equitable by PCFW. (See Pecos County Fresh Water Drought Contingency Plan available for viewing at the Imperial Public Library, Coyanosa Library, Pecos County Precinct #4, or a copy can be secured by contacting the bookkeeping department). PCFW may temporarily discontinue service without notice to the Customer for the purpose of maintenance.

E.) The Customer shall hold PCFW harmless from any and all claims or demands for damage to real or personal property occurring from installation and/or removal of said water service, defective plumbing, broken or defective services or water mains, or resulting from any condition of the water itself, or any substance that may be mixed with or be in the water as delivered to the customer. The Customer agrees to grant to PCFW an easement of right-of-way for the purpose of installing, maintaining, and operating such pipeline, meters, valves and any other equipment which may be deemed necessary by PCFW.

F.) PCFW shall have the authority to cancel any Customer's account any time the Customer does not comply with policy or does not pay utility fees or charges as required by PCFW's rates, fees, and conditions of service. Any misrepresentation of the facts by the Customer shall result in the discontinuance of service.

G.) Any customer who connects to the PCFW system with the intent of using any plumbing that requires a septic system will be subject to inspection by the Pecos County Sanitation Department.

2.) PLUMBING RESTRICTIONS: The following undesirable plumbing 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 condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

D.) No pipe or pipe fitting which contains more than 8.0% 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.

3.) BILLING AND PAYMENT RESPONSIBILITIES: PCFW reads meters on or around the 19th of each month. If the meter reader is unable to procure a reading at the meter because ingress to the meter is obstructed in any manner, or entrance is made precarious for any reason, an estimated charge shall be made of the amount of water consumed. Bills are mailed on or around the 21st of each month. Payment is due by the 10th of the following month. Any account not paid by the 10th of the month will be considered delinquent and scheduled for disconnection around the 25th.

A.) Any new connection or tap, an existing connection that changes ownership, or any connection that has been disconnected for any reason, will be required to pay a New Service Fee of \$150.00 or New Connection Fee of \$350.00 for new taps or connections requiring meter installation.

B.) Current rates are: \$22.00 for the first 2000 gallons and \$2.00 per 1000 gallons thereafter.

C.) Late fees of \$5.00 per meter will be added to payments received after the 10th of the month.

D.) Accounts delinquent ten days are subject to disconnection. Written notice will be mailed to the customer informing them of pending disconnection and their right to a hearing. Any accounts not paid by this date will be disconnected from service. A fee of \$25.00 is required to reconnect service.

E.) Delinquent accounts will be collected as permitted by law.

F.) Customers in good standing whose accounts are paid in full may request a meter be shut off and the minimum reduced to \$12.00 when said meter will not be in use for a prolonged period of time. Upon notification to PCFW by Customer to request that the meter be turned back on, billing will resume at current rates.

BY EXECUTION HEREOF, the Customer agrees to the terms and conditions afore mentioned and shall hold PCFW harmless from any and all claims for damages caused by service interruption due to waterline breaks by utility or like contractors, normal failures of the system, special projects or other events beyond the control of PCFW.

CUSTOMER'S SIGNATURE

DATE

RECEIVED BY (PCFW Representative)

METER #

ACCT#

Picture ID is required to open an account. (Driver's license, State ID, etc.)

Type: _____

Number: _____

Expiration Date: _____

(For Office Use Only)

Service/Connection Fee Amount: _____, Date Paid: _____, Cash/MO/Check #: _____, Receipt # _____,

Date Service Started: _____, Date Service Ended: _____, Account Balance: _____