



COPPERAS COVE WATER/WASTEWATER SERVICE APPLICATION AND SERVICE AGREEMENT

APPLICATION

Date: ____/____/____

Account no. _____

Service Address _____

Customer Name _____

Billing Address _____

Phone _____

Email _____

Start Date _____

Closing Date _____

Check Applicable Items:

_____ Residential _____ Commercial _____ Owner _____ Tenant

The undersigned, hereinafter called the Customer, hereby applies for water and wastewater service from the City of Copperas Cove, Texas, and agrees, if such application is approved to be bound by the terms and conditions of the Copperas Cove Water and Wastewater Service Agreement as it may be amended from time to time.

Customer Signature

Date

YOU WILL NOT RECEIVE A BILL FOR TWO MONTHS FROM DATE SERVICE IS STARTED

REGISTER FOR COMMUNITY EMERGENCY NOTIFICATION: YES _____ NO _____

NOT RECEIVING A BILLING STATEMENT DOES NOT CONSTITUTE NONPAYMENT OF ACCOUNT

YOU MUST NOTIFY THIS OFFICE IMMEDIATELY IF YOU ARE DISCONNECTING SERVICES

OFFICIAL USE ONLY BY AUTHORIZED CITY OFFICERS OR EMPLOYEES

APPROVED _____

Printed Name _____

Date _____

Account no. _____

COPPERAS COVE WATER AND WASTE WATER SERVICE AGREEMENT

This agreement is entered into by and between the City of Copperas Cove (“City”) and the Customer, whose name is set out below, for water and waste water service at the address set out below.

- I. **PURPOSE** - The City of Copperas Cove 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 plumbing 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 Copperas Cove will begin service. In addition, when service to an existing connection has been suspended or terminated, the City will not reestablish 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. If a reduced pressure zone (RPZ) device is used, the suggested placement is near the meter.
 - 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 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.

- III. **SERVICE AGREEMENT** - The following are the terms of the service agreement between the City of Copperas Cove and the Customer.
 - A. The City of Copperas Cove 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 their property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the City of Copperas Cove or its designated agent prior to initiating new water service, when there is reason to believe that cross-connections or other potential contaminations exist, or after any major changes to the property. The inspections shall be conducted during the City of Copperas Cove’s normal business hours.
 - C. The City of Copperas Cove 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 their premises.
 - E. The Customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the City of Copperas Cove. Copies of all testing maintenance records shall be provided to the City of Copperas Cove.

- F. All plumbing work done in the City shall meet the Edition of the International Plumbing Code, or such other uniform plumbing code, which may be adopted by the City Council of the City of Copperas Cove, at the time such plumbing work is initiated. As of the date of this service agreement the 2009 Edition of the International Plumbing Code has been adopted by City Council.
- G. All irrigation systems are required to have a backflow assembly device that will need to be tested on an annual basis, at the expense of the Customer, by a certified tester with the Texas Commission on Environmental Quality (TCEQ). All rain harvesting systems that are connected to the City of Copperas Cove's drinking water supply will be required to provide protection by either an Air Gap or RPZ Backflow Device Assembly; these devices will be required to be tested at least once on an annual basis by a certified tester with TCEQ.
- H. All discharges to the POTW shall conform to the prohibited discharge standards specified in this Agreement, and any other provisions required by the TCEQ and other regulatory agencies with jurisdiction. For purposes of this Agreement, wastewater shall be considered normal domestic if it has a concentration equal to or less than all of the following: Chemical oxygen demand 400 mg/L; Carbonaceous biological oxygen demand 200 mg/L; Total suspended solids 200 mg/L; Ammonia nitrogen 30 mg/L; and Oil & Grease 100 mg/L; and any greater concentration shall be a prohibited discharge.
- I. If a backflow prevention assembly test fails or an assembly malfunctions and the actual or potential hazard of contamination is not immediately curable through repair or replacement, the certified tester shall notify the City and the Customer immediately in person or by telephone. If a Customer refuses to allow access to city personnel for an inspection or survey in the time frame provided, the City may discontinue or refuse the Customer's water service, and/or assume that a high contamination health hazard exists and, therefore, require the highest degree of protection to be used in the Customer's system prior to providing water service. If access is denied, the City may immediately discontinue water service without further notice and the installation and certification of such required protection shall be required prior to allowing service to the Customer.
- J. The City shall have the right to locate a water service meter and the pipe necessary to connect the meter on or near the Customer's property at a point to be chosen by the City, and shall have access to its property and equipment located upon the Customer's premises at all reasonable times for any purpose connected with its operation. The City may also trim landscaping, clear debris, or otherwise ensure clear access to the meter.
- K. If a one-way valve is installed on a water system, the threat of thermal expansion must be addressed. Thermal expansion problems may be created if a backflow prevention device assembly or a Pressure Reducing Valve (PRV) is installed. The City of Copperas Cove is not liable for water heater failures or any other damages as a result of thermal expansion.
- L. The Customer agrees to grant to the City any required easements or rights-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the provision of Utility service to Customer. The City will attempt to restore the Customer's property to its original condition after installation or repairs. This easement must be in such form as is required by the City. The Customer agrees not to interfere with the City's employees in the discharge of their duties. Note: The term "easement" does not apply to tenants or renters.
- M. The City may revise the terms of this agreement by resolution or ordinance adopted by the City Council of Copperas Cove at a regular or special called meeting of said Council. Notice of such revision may be provided to Customer with the subsequent bill for monthly services.

- IV. **ENFORCEMENT** - If the Customer fails to comply with the terms of the Water Service Agreement, the City of Copperas Cove shall, at its option, 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.
- A. The Customer shall hold the City harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/users of the City system, normal failures of the system, or other events beyond the City's control.
 - B. The Customer also hereby agrees to waive, release, and hold the City harmless from any claims and damages resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief valves, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.
 - C. The Customer shall guarantee payment of all rates, fees, and charges due, as set out in the Fee and Rate Addendum, attached hereto and incorporated herein for all purposes, and as may be modified by amendment to stated Addendum. **A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill(s) was/were not received.** A \$25.00 late fee is incurred after the final due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the bill becomes two (2) billing cycles delinquent.

CUSTOMER FEE AND RATE ADDENDUM

Tap Fee. The Applicant herewith pays to the City, the sum of \$ 250.00, receipt of which is hereby acknowledged, and which, if this application is accepted by the City, will constitute the Applicant's tap fee. This fee covers the costs associated with installing the meter, line tap, and other construction costs.

As of the date of execution of this Agreement, the rate for water use is as follows:

Water/Sewer Use Rates. SEE FEE SCHEDULE FOR RATES

Residential Trash rate: \$16.75 plus tax.

Commercial Trash rate: \$33.50 plus tax for 96 gallon can

 Transfer Fee. In the event the property is sold, or a new owner moves on property where the meter is set, the new owner must notify the Water City and sign a new Application and pay a transfer fee of \$25.00, which shall be billed on the address being transferred from.

 Voluntary/Involuntary Service Termination. Voluntary service termination for particular lot/location disconnection fee is \$6.00, which shall be billed on final bill from account being disconnected.

 Unauthorized User Assessment. An assessment of \$75.00 will be levied against any Customer who tampers with the meter or City Water Lines ahead of the meter. Such Assessment is additional to any other regular scheduled fees due to be paid by the customer.

_____ **Lock Tampering.** \$55.00. If a Utility customer tamper's with a locked meter then the fee will be assessed on the next bill as well as any other regular scheduled fees.

_____ **Late Payment Penalty.** A 5% penalty is added to payments not received on or before the due date, then a \$25.00 fee for gross/final upon due date applied next day.

_____ **Reconnect Fee.** \$25.00. Payable at time of reconnect.

_____ **After Hours Fee.** \$50.00. For any connection/reconnection that comes in after 3:00 pm this fee will be assessed at time of request.

_____ **Deposit Refund.** The City of Copperas Cove will refund a deposit back to the customer two ways. 1st, if a customer disconnects services, the deposit is refunded to the account and applied towards the final bill. If a customer has gone 18 consecutive months with no penalties, then the deposit is refunded to the account as a credit. ***CITY ORDINANCE SECTION 11-24-4 states: Residential customers that demonstrate a high level of creditworthiness through a payment history that is without late penalties for eighteen (18) consecutive months will receive a refund of their deposit and/or release of the military waiver if requested.***

_____ **Credit History.** Anytime a customer transfers their service, the credit history transfers to the new account as well. It does not start over because of a move.

Note: ALL RATES AND FEES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE CITY'S RULES AND POLICIES.

I authorize The City of Copperas Cove to contact me via current and any future cellular phone number(s), and or email address regarding my delinquent account(s) I owe to The City of Copperas Cove. I authorize The City of Copperas Cove and its agents, representatives, and attorneys (including collection agencies) to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages and personal calls and emails, in their effort to contact me for purposes of collecting any portion of my account which is past due.

I/We have read this disclosure and agree to the term described above.

Name

Date