



UTILITIES ADMINISTRATION DEPARTMENT

"The City Built for Family Living"

Service Address: _____

Name: _____ SSN: _____

Email: _____ Phone # _____

Mailing Address: (If different then service address)

Preferred Method of Billing (Select One): Printed Bills Email Bills

****Complete the below section if you would like to add an additional contact to your account. By adding this person to your account, you understand that they are authorized to approve additional charges, payment arrangements, disconnection of service and request information pertaining to your account. ID is required *****

Additional Contact Name: _____ SSN: _____

Email: _____ Phone # _____

Does the additional contact need a bill with their name listed? Yes No

SERVICE CONNECTION PROCESS: In the event that you are not able to be present at the service connection visit, our service technician will attempt to turn the water on. If there is immediate water use (indicating water is running), or some other problem occurs, the service technician will leave an orange tag at the door stating the time and reason the service could not be activated. We will make an attempt to contact you to set up a time that you can meet us at the property to have the water turned on. There will be an hour time frame (i.e., 2:00– 3:00 pm) and you must be present the entire hour. Return trips must be scheduled no later than 3:00 pm. **There will be a \$20 fee for all return trips.**

*All new service connection requests received by 3:00 pm will be connected by the end of the business day. All required documents and deposits must be received by 3:00pm to receive same day connection.

*ALL ACCOUNTS ARE SUBJECT TO AND GOVERNED BY THE CITY'S ADOPTED CODE OF ORDINANCES, AS AMENDED, AND THE ATTACHED TERMS AND CONDITIONS.

By signing below, you are acknowledging and accepting the responsibility to ensure the service is initiated smoothly. By signing below, you also acknowledge you have read through the following pages for the Copperas Cove Utility Service Agreement Terms and Conditions.

***CUSTOMER SIGNATURE:** _____ ***DATE:** _____ / _____

COPPERAS COVE UTILITY SERVICE AGREEMENT TERMS AND CONDITIONS

By establishing a utility account with the City of Copperas Cove and signing the application, you agree that your account is subject to the City's adopted Code of Ordinances and the following terms and conditions. Failure to abide by these terms and conditions will subject your account to penalty, disconnection and/or termination. The City's Code of Ordinances can be located at:

https://library.municode.com/tx/copperas_cove/codes/code_of_ordinances

- 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 these terms and conditions 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 agree to these terms and conditions 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 these terms and conditions are agreed to by submitting a signed application for service.

- II. RESTRICTIONS - The following unacceptable practices are prohibited by State and local 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 that allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting 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 (TCEQ Regulation - 30 Texas Administration Code, Section 290.46 (i)).
 - E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use (TCEQ Regulation - 30 Texas Administration Code, Section 290.46 (i)).

- III. SERVICE AGREEMENT - The following are the terms of the utility 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. Failure to permit inspection shall be cause for water disconnection.
 - C. The City of Copperas Cove shall notify the Customer in writing of any cross-connection or other potential contamination hazard that 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. 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.
- E. All plumbing work done in the City shall meet the requirements of the most recently adopted version 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.
- F. All irrigation systems are required to have a backflow assembly device that shall 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 TCEQ certified tester.
- G. 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.
- H. 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.
- I. 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.
- J. All discharges to the City's wastewater system shall conform to the prohibited discharge standards specified in the City's Code of Ordinances, these terms and conditions, 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. Wastewater that exceeds these parameters shall be subject to pretreatment and/or surcharges established by the City's Code of Ordinances.
- K. The Customer acknowledges that the City does not maintain or repair private sewer lines connected to the City's main wastewater collection lines. It is the Customers responsibility to keep such private sewer lines, including the line's tap into the City's main line in good repair and to prevent leaks.

- L. The Customer agrees to grant to the City any required access, easements or rights-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves, and any other equipment that 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. Various Fees: Customer acknowledges and agrees that the Customer is subject to various fees if certain events occur, including unauthorized service fees, disconnect and reconnect fees, meter box reset fees, etc. all as more specifically provided in the City's Code of Ordinances.
- N. The City may revise the terms of this agreement upon advanced written notice to its customers.

IV. ENFORCEMENT - If the Customer fails to comply with the terms of this Utility Services 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 and paid by 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 City's adopted Code of Ordinances and Fee Schedule, as the same may be amended from time to time. A Customer's obligation to make timely payments for service rendered is not released or diminished because a utility bill(s) was/were not received. The Customer shall be assessed late fees in accordance with the City's Fee Schedule for slow payments and non-payments in accordance with the City's Code of Ordinances and Fee schedule and may be subject to collection action for non-payment of amounts duly owed.
- D. Fee Schedule: The City's Fee Schedule and other Code of Ordinance provisions, which are incorporated herein by reference, is located within the City's Code of Ordinances as Appendix C – Schedule of Fees at the website below. Other relevant Code provisions can be found in Chapter 11 – Municipal Utilities and Services. https://library.municode.com/tx/copperas_cove/codes/code_of_ordinances