

CITY OF PILOT POINT SERVICE AGREEMENT

The undersigned (customer) hereby makes application and agrees to be responsible for utility service from the City of Pilot Point (water system) at the service location listed on application. Fees and service charges set out below shall apply to customers in the City Limits and outside the City Limits.

SECTION 4 NEW SERVICE CONNECTION & TRANSFER OF SERVICE FEES

A. SERVICE CONNECTION FEES:

1. Residential customers shall be **\$100.00** for ¾" meters, \$150 for 1" meter or fraction thereof, plus \$50 for each inch over 2" meter.
2. Business, Commercial, Irrigation and Multi-Family customers shall be **\$150.00** for ¾" meters, \$200 for 1" meter or fraction thereof, and \$100 for each inch over 2".

B. **LANDLORD ACCOUNTS:** Landlords using water & sewer services to clean a Single Family Residence for rental, for no more than 14 days, the Service Connection Fee shall be twenty-five dollars (\$25.00). Landlords needing service for more than 14 days shall comply with section 4A, New Service Connection requirements. Landlords may be asked to provide proof of ownership of the property, in order to establish a Landlord account.

C. The following customers shall be exempt from a Service Connection Fee:

1. School and college districts.
2. County, State and Federal Government agencies.
3. Churches, if the building is designated as a place of worship.
4. Customers that have had prior service with the City of Pilot Point within the past two (2) years, for a minimum of twelve (12) consecutive billings without being delinquent.

E. **TRANSFER OF SERVICE:** A Transfer of Service fee of forty dollars (\$40.00) shall be charged to a customer's account when the water meter is transferred from one location to another on the City Utility System.

SECTION 5 UTILITY SERVICE DEPOSITS

A. **NON-PAYMENT TERMINATION:** In the event a customer's service is terminated for non-payment, to re-establish customer's account, a Utility Service Deposit shall be required prior to service reconnection. A Utility Service Deposit shall remain in an account held by the City for the life of the customer's account. The Deposit will be charged as follows:

1. Residential customers shall be **\$100.00** for ¾"-1" meters, plus \$50 for each inch over 2" meter.
2. Business, Commercial, Irrigation and Multi-Family customers shall be **\$150.00** for ¾" meters, \$200 for 1" meter or fraction thereof, for each inch thereafter an additional \$100.00 per inch.

B. **FINAL BILLS:** The Utility Service Deposit, where applicable, or a portion thereof will be paid to the customer when final service is rendered, providing the final bill has been paid or after the deposit has been applied toward the final bill.

SECTION 6 LATE PENALTY AND SERVICE DISCONNECTION FEES

Water, Sanitary Sewer and Garbage customers agree to pay the City of Pilot Point, Water Department located at 102 E. Main Street, Pilot Point, TX on or before 5:00PM on the fifth (5th) day of the following month after the billing date. In the event the fifth (5th) day is a holiday recognized by the City or a weekend, the rates and charges shall be due and payable by 5:00PM on the first business day following said holiday or weekend.

A. **LATE PENALTY:** Should the amount due by 5:00PM on the 5th day of the following month after the billing date not be paid in full, a ten percent (10%) penalty shall be added to the amount past due and unpaid.

B. **PAST DUE NOTICE:** The City will issue a past due notice if payment has not been made by the due date which will also serve as a notice of possible service disconnection. The customer is subject to service disconnection on the date noted on the past due notice. The City is not required to send additional notices other than the past due notices in order to be authorized to discontinue service.

C. **DISCONNECTION FEE:** A Disconnection Fee of fifty dollars (\$50.00) shall be charged to accounts with balances of delinquent status for which service orders have been issued for meter disconnection.

D. **If service has been disconnected by the City for non-payment or for any authorized disconnection as set out herein, water service may be re-established subject to the following conditions:**

1. All account balances must be paid in full, including past due and delinquent penalties; and
2. A **Disconnect Fee** of fifty dollars (**\$50.00**) must be paid in advance on accounts to re-establish service during normal working hours at the Utility office in City Hall. An account is considered disconnected once a work order has been delivered to the public works department for completion.
3. All accounts without an existing Utility System Deposit must pay a deposit as designated in Section 5, to re-establish service.

SECTION 7 MISCELLANEOUS FEES

1. Customer agrees there will be a **\$30.00** returned check fee for returned checks.
2. Customer agrees if meter is found turned on after being turned off by the Water System for non-payment there will be **\$125.00 Meter Pull Fee** and must pay entire delinquent balance due on bill, plus a **\$25 reconnect fee**.
3. A **Transfer of Service fee of forty dollars (\$40.00)** shall be charged for service transferred from one location to another.
4. Customers requesting a temporary disconnect shall be charged a Temporary Disconnect Fee of twenty dollars (\$25.00).
5. Customer agrees if meter is found to be tampered with, whether by, but not limited to being damaged, altered or interfered with for the intent to gain unauthorized access of service, the meter will be disconnected and a fee of two hundred seventy-five dollars (\$275.00) will be applied in addition to reconnect charges as set in Section 6.
6. Customer requesting their meter to be tested shall be charged fifty dollars (\$50.00) for each test for ¾" to 1" meters. The fee for a meter larger than 1", will be based on the cost to the city as determined by the Public Work Director. The testing fee shall be refunded if the meter is found to be over-registering. If the meter is determined to be under-registering or if the meter is replaced by the City for whatever reason, other than the meter over-registering, the testing fee shall still apply. The customer shall receive a copy of the meter testing report when City receives the same.

TERMS OF SERVICE AGREEMENT

The following are the terms of the service agreement between the City of Pilot Point Water System and the Customer:

- A. The Water System 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 his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other undesirable plumbing practices which have been identified during the initial inspection or the periodic re- inspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any back-flow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

PURPOSE:

The City of Pilot Point Water System 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 this protection. The utility company enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the City of Pilot Point Water System will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System will not re-establish service unless it has a signed copy of this agreement.

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 back-flow 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 reducer pressure-zone back flow 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 percent 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 percent lead, can be used for the installation or repair of plumbing at any connection which provides water for human use.

ENFORCEMENT:

If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate back-flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.