

**CITY OF COOLIDGE WATER SERVICE
APPLICATION AND AGREEMENT**

Please Print:

Date: _____ Customer Account Number: _____

Applicant's Name _____

Co-Applicant's Name _____

Address at which Applicant Requests Service:

Billing Address:

Phone Number: Home () - _____ Work: () - _____

Driver's License Number of Applicant: _____

Number in Family _____

Have you had service here before? _____ Where? _____

A \$200.00 Deposit and any outstanding water bill must be paid before service will be connected. Bills are due by the 16th of every month. You will incur a \$25.00 late fee if paid after the 16th. If your service is disconnected for non-payment there will be a \$50.00 reconnect fee.

The City of Coolidge shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve from the City of Coolidge in accordance with the Service Policies of the City of Coolidge, as amended from time to time by the Coolidge City Council. Upon compliance with said Policies, including payment of a deposit, the Applicant shall become eligible to receive service.

The Applicant shall pay the City of Coolidge for service hereunder as determined by the City of Coolidge's service policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof by execution of this Agreement. A copy of this Agreement shall be executed before service may be provided to the Applicant.

The Coolidge City Council shall have the authority to discontinue, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the City of Coolidge's published Service Policy. At any time service disconnected, terminated or suspended, the City of Coolidge shall not re-establish service unless it has a current, signed copy of this agreement.

All water shall be metered by meters to be furnished and installed by the City of Coolidge. The meter is for the sole uses of the customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, ect; is prohibited.

The City of Coolidge shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the City of Coolidge, and shall have access to its meter and equipment located upon Applicants premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the City of Coolidge shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the City of Coolidge's facilities and equipment to the point of applicant's use, including backflow prevention devices and pressure regulators specified by the City of Coolidge. The City of Coolidge shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statues and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or the City of Coolidge's Service Policies. These inspections shall be conducted by the City of Coolidge or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the City of Coolidge's normal business hours, except in emergencies.

The City of Coolidge is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service

agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The City of Coolidge shall enforce these restrictions to ensure the public health and welfare. The following undesirable 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 assembly in accordance with the state regulations.
- b. No cross-connections 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. And a service agreement must exist for annual inspection and testing by a certified back flow prevention device tester.
- 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 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 may be used for the installation or repair of plumbing at any connection which provides water for human use.

The City of Coolidge shall maintain a copy of this agreement as long as the Applicant and/ or premises are connected to the public water system.

The City of Coolidge shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall at their expense, properly install, test, and maintain a backflow prevention device required by the City of Coolidge. Copies of all testing and maintenance records shall be provided to the City of Coolidge as required. Failure to comply with the terms of this service agreement shall cause the City of Coolidge to 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 Applicant.

In the event the total water supply is insufficient to meet the service needs of all the City of Coolidge customers, or in the event there is a shortage of water, the City of Coolidge may initiate the Emergency Drought Contingency Plan as specified in the City of Coolidge's Service Policies. By execution of this Agreement, the Applicant hereby agrees to comply with the terms of said program.

By execution hereof, the Applicant shall hold the City of Coolidge 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 of Coolidge, normal failures of the system, or other events beyond the City of Coolidge's control.

The applicant shall grant to the City of Coolidge permanent recorded easement(s) in form substantially similar to Exhibit A, incorporated here in for all purposes, dedicated to the City of Coolidge for the purpose of providing reasonable rights of access and use to allow the City of Coolidge to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve the applicant as well as the City of Coolidge's purposes in providing system-wide service for existing or future customers.

An applicant must furnish proper identification and any other relevant information required by the City of Coolidge, including but not limited to, verifiable proof of the applicants right to occupy the service address, including the date of occupancy, and proof of ownership or agency. For applicants who are renting, you must furnish rental contract, including names of all occupants in home. If any information required by the City of Coolidge is not furnished or is false, the application may be denied and utility service, where provided, may be interrupted. A person commits an offense if they knowingly make a false statement on an application for utility service.

A person who occupies a service address and uses utility services without filling out an application is responsible for all water used from the date of the last meter reading previous to that person occupying the service address.

Denial based on transfer to avoid payment. If the City of Coolidge believes that an applicant is applying for service at a service address where the current customer is in arrears primarily to allow the current customer to avoid payment of a past due invoice, The City of Coolidge may deny the application for service.

By execution hereof, the applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination, or suspension of service until such time as the violation is corrected to the satisfaction of the City of Coolidge.

Any misrepresentation of the facts by the Applicant on any of the 5 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the City of Coolidge's Service Policies.

Applicant _____ Date _____

City of Coolidge use only.

Approved and Accepted _____

Date Approved _____

New service(Y/N) _____

Existing service(Y/N) _____

Cost _____