# RESIDENTIAL SERVICE APPLICATION AND AGREEMENT
## $150.00 Deposit (effective 10-1-2022)

**Date of Application:**_____

**Date to Activate Service:** _____

**Applicant's Name:** _____

**Co – Applicant's Name:** _____

**Service Address:**

_____

_____

**Billing Address:**
**(If different from service address)**

_____

_____

**Phone Number: Home:** _____ **Cell:** _____

**EMAIL:** _____

**Birthdate:** **Applicant:** _____ **Co-Applicant:** _____

**COPY OF DRIVER'S LICENSE TO PROCESS WATER CONNECTION**

**Driver's License Number:** **Applicant:** _____

**Co – Applicant:** _____

**Number in Family:** _____

**Special Services needs of Applicant:** _____

Deposit payment can be made online at cityofpinehursttexas.com. You will need to email your service application to m_wiggins@cityofpinehurst.com or m_andreu@cityofpinehurst.com. We will not activate service until we have the service application and a copy of Drivers License.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Race/National Origin (Not of Hispanic Origin)

__ WHITE ___ BLACK ____ AMERICAN INDIAN OR NATIVE ALASKAN ____ MALE

__ HISPANIC ____ ASIAN OR PACIFIC ISLANDER _____ OTHER ____ FEMALE

## Service Application and Agreement

The City of Pinehurst shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the City of Pinehurst in accordance with the bylaws and tariff of the City of Pinehurst as amended from time to time by the City Council City of Pinehurst. Upon compliance with said policies, including payment of a Deposit Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

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

The City Administrator shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the City of Pinehurst's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the City of Pinehurst shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Farmers Home Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining

a. The number of taps to be considered in the design and

b. The number of potential ratepayers considered in determining the financial feasibility of constructing

1) a new water system or

2) expanding the facilities of an existing water system, the Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the City of Pinehurst's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the City of Pinehurst to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the City of Pinehurst's tariff Any breach of this agreement shall give cause for the City of Pinehurst to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the City of Pinehurst may assess a lump sum of $300.00 as liquidated damages to defray any losses incurred by the City of Pinehurst. If delivery of service to said location is deemed infeasible by the City of Pinehurst as a part of this project, the Applicant shall be denied Membership in the City of Pinehurst and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the City of Pinehurst's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the City of Pinehurst's Membership Fees.

All water shall be metered by meters to be furnished and installed by the City of Pinehurst. The meter and/or wastewater connection is for the sole use of the Member or 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, etc., is prohibited.

The City of Pinehurst shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the City of Pinehurst, and shall have access to its property and equipment located upon Member's 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 Pinehurst shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the City of Pinehurst's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the City of Pinehurst. The City of Pinehurst shall also have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The City of Pinehurst is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The City of Pinehurst shall enforce these restrictions to ensure the public health and welfare. 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 assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.

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 proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow 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 0.250% lead may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection which provides water for human consumption.

e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The City of Pinehurst shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the City of Pinehurst or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the City of Pinehurst's normal business hours. The City of Pinehurst shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the City of Pinehurst. Copies of all testing and maintenance records shall be provided to the City of Pinehurst as required. Failure to comply with the terms of this service agreement shall cause the City of Pinehurst to either 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 Member.

By execution hereof, the Applicant shall hold the City of Pinehurst harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the City of Pinehurst, normal failures of the system, or other events beyond the City of Pinehurst's control.

The Member shall grant to the City of Pinehurst, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the City of Pinehurst to extend or improve service for existing or future Members, on such forms as are required by the City of Pinehurst.

By execution hereof the Applicant shall guarantee payment of all other rates, fees, and charges due on any account, for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the City of Pinehurst Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the City of Pinehurst's tariff

By execution hereof the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the City of Pinehurst.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the City of Pinehurst's tariff.

A Water/Sewer/Sanitation bill will not be prorated.

_____

Applicant/Member

_____

Approved and Accepted

_____

Date Approved