

**PECOS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1**
FORT STOCKTON, TX. 79735 (432)336-3977 FAX (432)336-3052

ACCOUNT# _____

CUSTOMER APPLICATION AND SERVICE AGREEMENT FOR 1 1/2" COMMERCIAL METERS

(Please Type or Print)

NAME _____ TELEPHONE NUMBER _____

MAILING ADDRESS _____

SERVICE ADDRESS _____

BLOCK _____ SECTION _____ TRACT _____ LOT _____

THIS AGREEMENT is made this, the _____ day of _____, 2020 by and between PECOS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, organized under the laws of the State of Texas with principal offices in Ft. Stockton, Texas (Hereinafter referred to as the "District"), and _____ (Hereinafter referred to as the "Customer") upon the following terms and conditions:

APPLICATION

I, the undersigned Customer, hereby make application for water service to be provided by the PECOS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 to the property described above. I hereby request water service on said above described property and hereby agree to pay the District upon the execution of the Agreement a service fee payment in the sum of \$2,400.00. All of said service fee shall be in addition to the regular monthly service charge established pursuant to the Service Agreement set forth herein.

SERVICE AGREEMENT

The District agrees to SELL AND DELIVER WATER to the Customer, and the Customer agrees to purchase and receive water from the District, in accordance with the bylaws, rules and regulations of the District, as amended from time to time by the District.

The Customer agrees to pay the District for service according to the rate schedule and under the terms and conditions set forth by the Board of Directors and approved by the regulatory agencies. Any account unpaid by the **due date (15th of month)** will be considered delinquent and assessed a **five dollar (\$5.00)** penalty. If payment in full is not received by the **25th of month**, the meter will be disconnected without further notice and a reconnect fee will be charged. The reconnect charge and all delinquent charges must be paid before service will be restored.

All meter shall remain the property of the District _____. In the event that the land containing the meter is sold and/or changes ownership, the meter shall remain the property of the district, and shall remain on said land. Meters to be furnished and installed by the District in accordance with the American Water Works Association Standards shall meter all water. The meter and/or connection is FOR THE SOLE USE OF THE CUSTOMER AND IS TO SERVICE WATER TO ONLY ONE DWELLING OR ONLY ONE BUSINESS _____, AND DOES NOT PERMIT THE EXTENSION OF PIPE OR PIPES TO TRANSFER WATER FROM ONE DWELLING TO ANOTHER OR TRANSFER WATER FROM ONE PROPERTY TO ANOTHER, NOR SHARE, RE-SELL, OR SUB-METER WATER TO ANY OTHER PERSON, DWELING, BUSINESS, PROPERTY, ETC. _____.

This District shall have access to the Customer's property to inspect the water facilities for sub-standard material, cross-connections, multiple hook ups, or any undesirable plumbing practices.

IN THE EVENT OF any unforeseen emergency in which the total water supply becomes insufficient to meet all of the needs of the Customers, the District may prorate the water available among the various Customers on such basis as deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for gardening purposes by particular Customers, and require adherence thereto or prohibit the use of water for gardening purposes; provided that if at any time the total water supply be insufficient to meet all of the needs of all Customers, the District must first satisfy all of the needs of all the Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the Customers for both domestic and livestock before supplying any water for garden purposes.

The Customer must install, at his own expense, a shut off valve not more than 5 feet from the meter, maintain the valve in good condition and a service line from the water meter connection to the point of use. Further,

Customer shall pay for any expenses required for extending service to Customer's property, including pipelines, pavement repairs, and right-of-way expenses, if any.

The Customer shall hold the District harmless from any and all claims or demand for damage to real or personal property occurring from installation and/or removal of said water service. The Customer agrees to grant to the District and easement of right-of-way for the purpose of installing, maintaining, and operating such pipeline, meters, valves and any other equipment which may be deemed necessary by the District on such form as is required by the District.

The District shall have the right to install the water service meter and the pipe necessary to connect the meter on the property of the Customer at a point to be chosen by the District, and shall have access to its property and equipment located upon the Customer's premises for any purpose connected with, or in the furtherance of, its business operations. Upon discontinuance of service, the District shall have the right to remove any of its property from the Customer's premises.

The Board of Directors shall have the authority to cancel any Customer's account any time the Customer does not comply with policy or does not pay utility fees or charges as required by the District's rates, fees, and conditions of service. Any misrepresentation of the facts by the Customer shall result in the discontinuance of service.

THE DISTRICT is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public's health and welfare. Each retail customer must sign this agreement before the District will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

RESTRICTIONS. The following unacceptable practice are prohibited by State regulations: (1) No direct connection between the public water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by and air-gap or an appropriate backflow prevention device. (2) No cross-contamination between the public drinking water system 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. (3) No connection which allows water to be returned to the public drinking water supply is permitted. (4) 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. (5) No solder for 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.

SERVICE AGREEMENT. The following are the terms of the service agreement between The District and _____ (the Customer): (1) The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System. (2). The Customer shall allow his property to be inspected for possible cross-connections and for other potential contamination hazards. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the District's normal business hours. (3). The District 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 reinspection. (4). The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazard on his premises. (5). The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, 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 the agreement shall be billed to the Customer.

THE DISTRICT strictly prohibits the connection of service pipelines from its water service meter to any private well or other water supply. _____

EFFECTIVE MAY 01, 2013, Pecos County WCID#1 will no longer turn on water after 5:00 p.m. Water services turned off due to non-payment will be restored the following day. _____

BY EXECUTION HEREOF, the Customer shall hold the District harmless from any all claims for damages caused by service interruption due to waterline breaks by utility or like contractors, tampering by other Customers/Users of the District, normal failures of the system, special projects, or other events beyond the District's control.

CUSTOMER SIGNATURE

THEN PERSONALLY APPEARED BEFORE ME, THE ABOVE NAMED _____
SWORN TO AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____ 2020.

SEAL:

SIGNATURE OF NOTARY

FOR OFFICE USE:

INSTALLATION DATE _____ METER NUMBER _____
REGISTER READING _____ DISTRICT _____ ROUTE _____
NUMBER _____
RATE CODE _____ SEQUENCE NUMBER _____.