



CITY OF FLORESVILLE
SERVICE APPLICATION AND AGREEMENT

FOR OFFICE USE ONLY

DATE: _____

DL: _____

ACCOUNT #: _____

Date of Application: _____

NAMES

Applicants full name: _____

List your name (s) as you want it to appear on bill

Business Name (If Applicable): _____

ADDRESSES

Service address: _____

Mailing Address: ***If different from Service Address***

City: _____ State: _____ Zip Code: _____

TELEPHONE NUMBERS

Home telephone #: (____) _____ Work telephone #: (____) _____

Cell phone (____) _____

SOCIAL SECURITY NUMBER _____

EIN NUMBER _____

EMERGENCY CONTACT

Name: _____ Telephone #: (____) _____

Relationship: _____

**Should it be necessary, your emergency contact would be the person to make any changes or extensions on behalf of your account.*

SERVICE INFORMATION

Date you would like service to begin: _____

Have you ever been a City of Floresville utility customer? Yes ___ No ___

If yes, where? _____

RENTAL INFORMATION

I will own ___ rent/lease ___ the property where the meter is located. If you are the property owner, do you have a Deed to the property? yes ___ no ___

If you are renting, please provide homeowner's name and contact phone number.

****A COPY OF A RENTAL AGREEMENT IS REQUIRED BEFORE SERVICE WILL BE STARTED IN THE APPLICANT'S NAME****

PROPERTY INFORMATION

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PROOF OF OWNERSHIP PROVIDED BY:

Non-discrimination Statement:

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.

Check Appropriate Ethnicity and Race:

- 1. ETHNICITY: Hispanic or Latino descent Not of Hispanic or Latino descent
- 2. RACE: White Asian Black or African American American Indian/Alaska Native Native Hawaiian or Other Pacific Islander

AGREEMENT made this _____ day of _____,
 _____, between the City of Floresville,
 and _____ (hereinafter called the Applicant).

The City of Floresville shall sell and deliver water and/or wastewater service to the Applicant and shall purchase, receive, and/or reserve service from the City of Floresville in accordance with the current ordinance and Texas rules and regulations related to the sale of water and sewer services. From time to time the City Council can amend the ordinance reflective of the current rates applicable to then sale of water and sewer services.

The Applicant shall pay the City of Floresville for service hereunder as determined by the City of Floresville's 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 City Council shall have the authority to discontinue service and for any Applicant not complying with any policy or not paying any utility fees or charges as required by the City of Floresville's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the City of Floresville 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 employees of the City of Floresville. The meter and/or wastewater connection is for the sole use 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 sub meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The City of Floresville 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 Floresville, and shall have access to its property and equipment located upon applicant'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 Floresville 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 Floresville'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 Floresville. The City of Floresville 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 statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the City of Floresville's service policies.

The City of Floresville is responsible for protecting the drinking water supply from

**THE CITY OF FLORESVILLE IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER
 FORM NO.003-COFSERVICEAPPLICATION AND AGREEMENT**

contamination or pollution which could result from improper practices. This service agreement serves as notice to each applicant of the restrictions which are in place to provide this protection. The City of Floresville 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- 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 0.25% 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.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The City of Floresville shall maintain a copy of this agreement as long as the applicant and/or premises is connected to the public water system. The applicant shall allow **their** property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the City of Floresville or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the City of Floresville's normal business hours.

The City of Floresville 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 any backflow prevention device required by the City of Floresville. Copies of all testing and maintenance records shall be provided to the City of Floresville as required. Failure to comply with the terms of this service agreement shall cause the City of Floresville 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 applicant.

In the event the total water supply is insufficient to meet all of the applicants, or in

the event there is a shortage of water, the City of Floresville may initiate the Emergency Rationing Program as specified in the City of Floresville's tariff. By execution of this agreement, the applicant hereby shall comply with the terms of said program.

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

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

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 Floresville.

Any misrepresentation of the facts by the applicant on any of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the City of Floresville.

Applicant Signature

**Name of City of Floresville Employee that
Approved and Accepted Applicant Service**

Date Approved