



CITY OF WIMBERLEY
 221 Stillwater, Wimberley, Texas 78676
 (512) 847-0025 Fax: (512) 847-0422

OFFICIAL USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng. Update:	_____
Account Number:	_____
Service Inspection Date:	_____

**CITY OF WIMBERLEY WASTEWATER SERVICE
 APPLICATION AND AGREEMENT**

(Please type or print legibly, incomplete applications will not be accepted)

DEPOSIT REQUIRED: Please fill out one application form for each building and each meter, along with a refundable deposit per each application submitted for wastewater services.

Residential \$150.00 Deposit Commercial \$250.00 Deposit

MOVE IN MONTH: _____

APPLICANT'S NAME: _____

Driver's License Number: _____ **State:** _____ **Exp. Date:** _____
 (Original DL will be required at the time of application)

OWNER / LANDLORD'S NAME: _____

BILLING ADDRESS: _____

PHONE NUMBER: (____) _____ - _____ **WWSC ACCOUNT NUMBER:** _____

E-MAIL ADDRESS: _____

ADDRESS & LEGAL DESCRIPTION OF PROPERTY WHERE SERVICES WILL BE PROVIDED (include number, street or road, subdivision with lot and block number):

IF TRANSFERRING ACCOUNT: NAME OF PREVIOUS OWNER/APPLICANT AND/OR WWSC ACCOUNT NO.:

COMMERCIAL: ____ **RESIDENTIAL:** ____ **ACREAGE:** _____ **HOUSEHOLD SIZE:** ____ **NUMBER IN FAMILY:** ____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

Applicant Signature: _____ **Date:** _____

AGREEMENT made this _____ day of _____, 20____ between the CITY OF WIMBERLEY, a municipality organized under the laws of the State of Texas (hereinafter called the CITY) and _____ (hereinafter called the Applicant/ Customer),

The City shall sell wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve wastewater service from the City in accordance with the City Ordinances and Rate Order as amended from time to time by the Wimberley City Council. Upon compliance with said policies, including payment of the required Fees, the Applicant qualifies for wastewater service as a new applicant or customer.

The Applicant shall pay the City for service hereunder as determined by the City's Ordinances, and Rate Order and upon the terms and conditions set forth therein. The Applicant may request a copy of the City's Ordinances, and Rate Order. A copy of this agreement shall be executed before wastewater service may be provided to the Applicant.

The City shall have the authority to discontinue wastewater service and cancel the account of any Customer not complying with any policy or not paying any utility fees or charges as required by the City's published rates, fees, and conditions of service. At any time, service is discontinued, terminated, or suspended, the City shall not re-establish service unless it has a current, signed copy of this agreement and the Applicant/Customer has complied with all terms and conditions that caused the service discontinuance/termination.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of interest 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 wastewater system, or
 2. Expanding the facilities of an existing wastewater system.

All wastewater usage shall be determined by the water meter serving the subject property as supplied by the Wimberley Water Supply Corporation. The wastewater service 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 or resell wastewater to any other persons, dwellings, businesses, or property, etc., is prohibited.

The City shall have the right to locate a wastewater service connection and the pipe necessary to connect the wastewater service connection on to the Applicant's property at a point to be chosen by the City, and shall have access to its property and equipment located upon the 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 shall have the right to remove any of its equipment from the Customer's property. The Applicant shall install, at their own expense, any necessary lines from the City'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. The City shall also have access to the Customer'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's Ordinances, and Rate order.

The City is responsible for ensuring against contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each Customer of the restrictions which are in place to provide this protection. The City shall enforce its Ordinances to ensure public health and welfare. The Applicant may request a copy of the City's Ordinances, and Rate Order.

The City shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the City's wastewater collection system. The Customer 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's designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the City's normal business hours.

The City shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable practice on their premises. The Customer shall, at their expense, properly install, test, and maintain any backflow

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

By execution hereof, the Applicant shall hold the City harmless from all claims for damages caused by service interruptions due to mechanical failure, line breaks by utility or like contractors, tampering of City facilities, normal failures of the wastewater system, or other events beyond the City's control.

The Applicant shall grant to the City a permanent recorded easement(s) dedicated to the City for the purpose of providing reasonable rights of access and use to allow the City to construct, maintain, replace, upgrade, parallel, inspect, test, and operate any facilities necessary to provide wastewater service • to the Applicant as well as the City's purposes in providing system-wide wastewater services for existing or future Customers.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on their account(s). Said guarantee shall pledge all deposits against any balance due the City. Liquidation of the Customer's account shall give rise to discontinuance of wastewater service under the terms and conditions of the City's Ordinances, and Rate Order

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

Any misrepresentation of the facts by the Applicant on this agreement shall result in discontinuance of service pursuant to the terms and conditions of the City's Ordinances, and Rate Order.

Applicant Signature

Accepted by: (City)

Date