

CITY OF LEON VALLEY
6400 EL VERDE RD.
LEON VALLEY, TX 78238-2399
210-684-1391
WWW.LEONVALLEYTEXAS.GOV

CONTRACT FOR WATER AND SEWER SERVICE

The service contract and customer deposit are requirements for water and sewer service, in addition to any applicable new construction installation fees and charges. The City will maintain this contract as long as the Customer is provided water and/or sewer service at the location indicated below and is in compliance herewith. This agreement is non-transferable.

I / We (hereinafter referred to as Customer) hereby make application to the City of Leon Valley Water and Sewer System (hereinafter referred to as City) for water and/or sewer service, as applicable, at the location indicated below:

| METER SIZE: | DEPOSIT AMOUNT: | METER SIZE: | DEPOSIT AMOUNT: |
|-------------|-----------------|-------------|-----------------|
| 5/8" | \$70.00 | 3" | \$770.00 |
| 3/4" | \$70.00 | 4" | \$1010.00 |
| 1" | \$100.00 | 6" | \$1250.00 |
| 1 1/2" | \$170.00 | 8" | \$1500.00 |
| 2" | \$500.00 | 10" | \$2400.00 |

Begin Service Date: _____ Deposit Amount: _____

Business Name: _____

Applicant Name: _____ Phone No.: _____

Social Security #: _____ DL #: _____ DOB: _____

Service Address: _____ Rent: _____ Own: _____ Zip Code: _____

Fed ID # _____

Mailing Address (if different than service address):

Street: _____

City: _____ Zip Code: _____

Email Address: _____

Customer agrees to abide by the rules and regulations of the City including those listed below:

1. The Customer is responsible for paying all fees for water, sewer and related charges for service at the rates established by the City.

2. The Customer is required to pay a deposit to initially establish service. Such deposit will be automatically refunded after 18 months of no late payments or upon termination of this contract, after payment of all outstanding utility charges, penalties and fees have been made. Active military personnel and customers who can provide a letter of credit from a previous water company confirming a payment history of no late payments for the preceding 18 billing periods may qualify for a deposit waiver.
3. The Customer is responsible for paying charges for water and sewer service by the 10th of the month following the billing cycle. Unpaid (delinquent) charges are subject to penalties as prescribed by City. Utility service may be discontinued due to non-payment. Service may be resumed after payment of all charges, penalties and disconnect/reconnect fees is made. In addition, when service to an existing connection has been suspended, the City will not re-establish service unless it has a signed Contract for Water and Sewer Service. The City may require an additional deposit of a sum sufficient to ensure payment of final charges.
4. The Customer authorizes City employee access to the property for which utility service is provided at all reasonable times for the purpose of inspecting, repairing, removing, or exchanging City equipment and/or for inspection of City water leaks. The Customer further agrees to promptly abate any violation of City regulations discovered by such inspections. The City may suspend utility service until repairs for water leaks and/or sewer overflows are made.
5. The Customer will not permit anyone except employees of the City to operate, tamper with, or in any way interfere with any City owned equipment installed upon the premises, and agrees to be legally responsible for any such operation, tampering or interference.
6. The Customer agrees and understands that the City's responsibility for repair and/or maintenance of water and sewer lines ceases at the point where Customer's service is tapped to the City's water meter and main sewer line.
7. The Customer is responsible for the protection and care of the water meter and meter box which provides service to his property and further agrees to reimburse the City for any damage to these facilities.
8. The Customer is required to have a suitable main water supply shut-off valve. The Customer water supply shut-off valve must be located on the Customer's side of the City water meter.
9. The Customer understands and agrees that the City endeavors to furnish adequate quantities of potable water in accordance with the requirement of the State Health Department, but further understands that there may be times that the service is interrupted or diminished because of water system repairs or due to effects of drought management.
10. The Customer must sign this contract before the City will begin service.

The City is responsible for reasonably protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The City enforces plumbing restrictions to ensure the public health and welfare.

Customer agrees to abide by the rules and regulations pertaining to plumbing practices as listed below:

The Texas Commission on Environmental Quality (TCEQ) requires that water suppliers have an agreement with every water customer that allows the supplier to check the customer's system for possible cross connections between the customer's private lines and the public water system. The following undesirable plumbing practices are prohibited by State regulations now in effect, or that may be hereinafter adopted:

1. NO direct connection between the public drinking water supply and potential sources 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 device.
2. 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 installation of an air-gap or 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 .25% lead may be used for the installation or repair or plumbing at any connection which provides water for human use.
5. NO solder or flux which contains more that 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The following are terms of the service contract between the City and the Customer:

1. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the City or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the City's normal business hours.
2. The City shall notify the Customer in writing of any cross-connection or undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
3. The Customer shall immediately correct any undesirable plumbing practice on his premises.
4. The Customer shall, at his 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.

Enforcement:

1. If the Customer fails to comply with the plumbing restrictions, the City shall, at its option, either terminate the service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of the plumbing restrictions shall be billed to the Customer.
2. If the Customer is in breach of this contract, and Customer has been notified of such breach and fails to correct said breach, City may file charges for theft of service for any unpaid portions of such service, including charges, fees, and penalties, in addition to other legal remedies.

CONFIDENTIALITY OPTION: The City of Leon Valley will not disclose customer information unless the customer elects to make the information public. Request for Disclosure of Information Forms are available at City Hall and on the website.

Customer agrees to abide by the provisions and rules of the City regulating and governing the water and sewer services now in effect, or that may be hereinafter adopted.

Customer acknowledges water service will be turned on at the above property. I will not hold the City of Leon Valley responsible for any property damage to the water being turned on without my presence. I acknowledge that if the meter shows water usage, it will be turned back off and my presence will be required for connection of service.

Customer further authorizes the City of Leon Valley, its assignees, and third party collection agents to utilize all contact information I have provided in efforts to communicate regarding my account. This includes, but is not limited to, home telephone, cellular telephone, employment telephone, and any form of digital communications including, but not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and/or automatic telephone dialing systems. This consent includes any form of contact to a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result. I hereby grant permission and consent to the City of Leon Valley, its assignees, and third party collection agents to contact me on the numbers I have provided for any purpose related to my account, including debt collection, by a live person or automated dialing device. I understand that this consent may be revoked at any time, by informing the City of Leon Valley, its assignees, and/or third party collection agents that I no longer consent to contact at the phone numbers I have provided, or by these forms of communication.

Signature of Customer(s)

Date

Accepted by:

Name & Title
City of Leon Valley

Date