

# City of Orange, Texas – Consumer Agreement for Utility Services

**Print Name** \_\_\_\_\_ **Account #** \_\_\_\_\_

**Service Address** \_\_\_\_\_

<b>Deposit</b>	<b>Date:</b>	<b>Payment Method:</b>	<b>\$</b>
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**I. CONSUMER INFORMATION**

**One Bill for Utility Service** - Consumers will be billed monthly for the services of water, sewer, and garbage. Garbage will be charged on all metered accounts with the CITY. The only exception is for Commercial and Multi-Unit accounts, the garbage fee can be waived if you notify us that you have a dumpster and you MUST provide us a copy of your service contract. You will be billed for garbage until we receive the contract copy in our office. Garbage is billed on a per unit basis.

**Check** - No temporary checks and no out of state checks will be accepted. Texas checks will be accepted if they are drawn on a bank or credit union with a local branch in Orange County. The City reserves the right to make the determination.

**Delinquent Utility Bills** - All bills are due when rendered. Any bill not paid by the due date is considered late and is subject to disconnect of services. The CITY will send a notice through the United States mail giving notice of possible disconnection of services. The City will require the consumer to update paperwork and provide a copy of a current driver's license.

**Deposit** - Required on all accounts with the CITY. A deposit shall be held by the CITY until the utility account becomes inactive. Once the utility account becomes inactive, the deposit will be credited to the account balance and any excess will be refunded. If a utility service is disconnected due to nonpayment, or a collection charge is assessed to the account a deposit will be required to reestablish service equal to the deposit amount in effect at the time.

**Paperwork required** - A consumer will be required to complete paperwork and provide a current driver's license to start any services.

**Payment Responsibility** - A consumer owes a bill at the time it is mailed by the CITY whether it is received or not. Utility payments are due on a monthly basis.

**Returned Payment Items** - Any check or bank draft returned to the CITY due to insufficient funds, account closed, stopped payment, etc. will be charged a fee. If two or more occur on an account in 12 months, the account will be put on a "cash only" basis. The account will remain on "cash only" for 12 months.

**Sewer Winter Average** - (For Residential Type Customers) is calculated on the months of December, January and February. For established Winter Average Customers, your new calculation becomes effective on your October billing. All new customers or customers without a winter average, will be charged sewer based on actual water usage until a new calculation goes into effect. Should your winter average consumption be higher than normal, it could be due to a leak or an over read. With proof of leak or repair, your winter average is recalculated on time per year. Your request and proof must be received prior to December. Commercial accounts are not billed based on winter averaging. Instead, they are billed on actual water consumption each month.

**Sewer Adjustment** - (For Commercial Type Customer Only) the city will grant a one-month sewer adjustment per leak. The consumer MUST provide a copy of a repair bill from a plumber or receipt for materials purchased if repaired by the consumer. The sewer leak adjustment will be based on current sewer rate multiplied by the consumption defined as the average monthly consumption for that address over the last six months. Therefore you are responsible for payment of the bill until an adjustment can be given. Late penalties will be assessed on all unpaid amounts. Even if a leak adjustment is pending.

**II. CONSUMER/CITY RESPONSIBILITY**

The city does not guarantee a constant pressure or a continuous supply of water, and will not be liable for loss or damage incurred by reason of interruption in the pressure or service, nor for loss or damage caused by unavoidable accident or causes which the City would not reasonable have foreseen and guarded against.

It is expressly understood and agreed that the City's responsibility with respect to the utility services furnished ceases at the point where the Consumer's service is tapped into the City's water and Sewer lines, and that the City shall in no event be liable for any loss or property damage caused by leakage, escape or loss of water after it has passed into the Consumer's service. The Consumer hereby agrees not to interfere with the City employees in the discharge of their duties.

The Consumer will not tamper with or permit anyone except the employees of the City to tamper with any property which the City installed upon the Consumers premises. Upon failure of the Consumer to observe this requirement, the Consumer will be responsible to the City for such damage as may be done to the City's property, and the City may cut off the service at once without notice to the Consumer.

**III. PURPOSE**

The City is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connect owner's side of the meter. This is to notify each consumer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. This agreement MUST be signed before the City will begin service.

**IV. RESTRICTIONS**

The following unacceptable 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 will be isolated from the public water system by an air-gap or an appropriate back flow prevention device.
- 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 will be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back flow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or 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.

**V. SERVICE AGREEMENT**

The following are the terms of the service agreement between the City and the Consumer.

- A. The City will maintain a copy of this agreement as long as the consumer and/or the premises are connected to the City Water System.
- B. The consumer will allow his property to be inspected for possible cross-connection and other potential contamination hazards. These inspections will be conducted by the City or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exists; or after any major changes to the private water distribution facilities. The inspections will be conducted during the City's normal business hours.
- C. The City will notify the consumer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The consumer will immediately remove or adequately isolate any potential cross-connection or other potential contamination hazards on his premises.
- E. The consumer will, at his expense, properly install, test, and maintain a back flow prevention device required by the City. Copies of all testing and maintenance records will be provided to the City.

**VI. ENFORCEMENT**

If the consumer fails to comply with the terms of the service agreement, the City will, at its option, either terminate service or properly install, test, and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement will be billed to the consumer. This agreement supersedes all prior agreements, representations, promises, or inducements, written or verbal, made with respect to the matter herein contained and is subject to change.

The consumer agrees to abide by the provisions and rules of the CITY in regulating and governing the water service now in effect, or that may hereafter be adopted.

**Signature of**

**Consumer/Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City of Orange, Texas (By):** \_\_\_\_\_ **Date:** \_\_\_\_\_