

CITY OF LORENA WATER DEPARTMENT
107-A S. FRONTAGE ROAD
LORENA TX 76655
254-857-4641
www.ci.lorena.tx.us

APPLICATION & AGREEMENT FOR WATER SERVICE

The undersigned, herein called Customer, hereby requests the City of Lorena, herein called City, to supply water for domestic purposes to the premises located as follows:

in Lorena owned by/rented from _____.

and agrees that on or before the 15th day from and after the date of billing each month, to pay to the City, at its office, for all water supplied and used and as measured by meter set on said premises, at the City's rate as provided in the City of Lorena water ordinances. If payment has not been received by the 15th day of the month, by 5:00 p.m., a penalty of 15% of the total utility bill shall be added to the bill.

Customers who have not paid their bill in full by 5:00 PM on the 25th day of the month shall be charged a \$50.00 late fee and will be subject to disconnect on the 26th. If the 25th falls on a Friday or holiday, service will be disconnected on the next business day. Service will not be re-connected until the bill and late penalties are paid in full. The disconnect/reconnection fee is \$50.00. No City employee can dismiss any penalty, late or reconnect fees. At no time will partial payments of utility bills cause the Customer to have their deadlines extended.

There shall be no utility bill put in a "hold" status or otherwise allowed to not be paid in accordance with the City policy.

IN ADDITION, THE CUSTOMER AGREES TO THE FOLLOWING:

A citizen applying for service shall be a responsible adult and provide a valid TX Driver's License containing a photo; or, a photo identification card issued by the TX Department of Public Safety; or, a photo identification card issued by the US military and your valid social security number. New residents can initially open a City utility account with a photo identification card from another state, but must come back to City Hall within 30 days to provide the TX identification card which includes the address which is receiving the new service. Failure to return in 30 days can result in immediate disconnection of service.

Under no circumstances will an account be allowed in the name of a family member or friend; and, no account will be opened for a person who has an outstanding utility bill. Persons with unpaid bills shall pay the unpaid bill in full before receiving new service and in addition, their required utility deposit shall be \$100 higher than the normally required deposit.

It is acceptable for a landlord to open a utility account in order to pay a lower deposit fee, but the bill would be in the landlord's name and billed directly to the landlord. In that situation, the landlord would be totally responsible for payment of the utility bills at that address while that renter is the occupant.

A utility deposit will be collected at the following rates:

1. Residential rental property - \$250.00
2. Residential property occupied by owner - \$150.00
3. Non-residential rental property - \$350.00
4. Non-residential property occupied by owner - \$200.00

At time of application, customers shall pay the deposit in full, and also prepay the first month's garbage service fee if inside the city limits.

A Customer who is disconnected for non-payment or invalid check twice during a twelve (12) month period shall be required to post an additional \$100 deposit over their existing deposit and must pay all charges in full including penalties, before having utilities re-connected.

Service will be immediately disconnected when City receives in the mail a returned check which was issued to the City for utility bill payment. If Customer has a phone number on file at the City, a City employee will make an attempt to notify Customer that service will be disconnected at 4:00 PM the same day unless Customer comes to City Hall and replaces the check with cash. The City is not responsible if there is no answer. The Customer will not be given an extension of time because of the invalid check.

A Customer who pays with an invalid check twice within a twelve month period shall lose the privilege of paying utility bills by check. If a Customer is ineligible to pay by check, but leaves a check in the outside drop box, or sends a check by mail, service will be immediately disconnected until such time as the Customer replaces the check with cash. **City of Lorena offers online bill pay, ACH draft, credit card payments @ www.paymentgroup.com, cash, check or money order. No credit card payments by phone will be accepted.**

The penalty for paying a utility bill with an invalid check is \$30.00.

There are no extensions of deadlines for penalties and disconnections.

The City shall supply water only through meters owned and furnished by the City, and the delivery of water shall be complete when it leaves the outlet of the meter. The City shall keep an accurate record of the amount of water registered by each meter, and such record shall at all times and places, including Court, be accepted as *prima facie* evidence of the correct amount of water registered and used at said premises.

Customer shall protect and insure the City against loss or damage to the City's pipes, meters, meter boxes, and property while on Customer's property from theft, carelessness, injury, accident, or from any other cause, and in the event of such loss or damage, the Customer shall pay the City the cost of replacing or repairing same, as a continuing security for the performance of this agreement. Customer shall not, nor shall he permit anyone else, except the employees of the City, to tamper with, attempt repair, alter, change, move, destroy, heat, bother, or interfere with in any manner, the meter, box, pipe, connections, apparatus, or property of the City while on his premises, nor shall he permit tractors, graders, motor vehicles, or other heavy equipment to drive onto, over, or across said box, meter, and connections, nor permit said meter box while on said premises to be covered with trash, dirt, gravel, sod, debris, grass, weeds, or other foreign substance, but shall keep the top of said box open to sight and where it can at all times be easily reached by the City or its Employees; and, Customer assumes all responsibility for any damage or harm to the City's property whether resulting from injury known or unknown to Customer and if it is necessary for the City to uncover said box, Customer shall pay the reasonable cost of such service. If Customer fails or refuses to observe the above requirements then the City may at its option without notice or liability to the Customer, cut off services and remove its property from Customer's premises.

The duly authorized agents and employees of the City shall at all times have free access to the Customer's premises for the purpose of installing meter and other apparatus which the City may desire to install in connection with the furnishings of water hereunder, and for the purpose of inspecting its meter, box, and property, reading its meters, repairing or removing its property, or stopping its supply of water for non-payment of water bill, or to see if any of the covenants of this agreement are being violated; and, if this right of inspection, repair, or removal is denied by Customer or any other person(s), and suit is brought by the City to recover its property, or its value, then the customer shall pay all cost of suit, including a responsible attorney's fee to the City.

The Customer shall be liable for all water used and consumed on said premises until written notice is given the City to discontinue the service, and sufficient time is allowed to make final inspection and to obtain a reading of said meter. All notices must be in writing to the City at its office, and unless so given, shall not be legally binding upon the City.

If a water leak is discovered, then immediate notice thereof shall be given at the office of the City; and the water shall be disconnected at the stop valve. Under no circumstances shall the Customer attempt to repair or remove the property of the City.

This service is subscribed for one residence only, and if Customer connects more than one residence to said service line, without the consent and approval of the City, then said water service shall be discontinued and all payments provided herein shall cease and all objections related therein shall be canceled and settled in full. A manufactured home, mobile home, trailer house, or recreational vehicle shall be considered to be a residence. Customer shall not sell water to others, or otherwise dispose of any of the service supplied hereunder. Neither shall Customer permit others to haul or transport water from service line without prior consent and approval of the City.

Customer shall not allow his water lines to be connected with any surface well, tank, or other water supply line while connected to the City's service line.

If Customer's water meter is removed for any valid reason by the City, in order to re-subscribe to water service, the Customer shall pay any outstanding utility bills in full, along with any penalty assessments, plus the actual cost to the City for re-installing the meter.

The title to said meter main extension and service line, including pipes, fitting, valves, and other appurtenances connected thereto, and the right to use, operate, repair, and maintain the same shall at all times be and remain exclusively and unconditionally in the City.

It is agreed that Customer's service line shall be buried at least 18 inches in the ground and for a distance of ten feet from the meter box, and that the Customer shall install a cut-off valve on his service line; such cut-off valve to be placed not nearer than two feet to the City's meter box and the same shall be used at all times by said Customer when he desires to turn water off for his own convenience. Under no circumstances shall the Customer use the cut-off valve provided in the City's meter box.

The City shall make reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service and shall not be liable for loss or damage by reason of interruption in services, nor for loss or damage caused by unavoidable accident, or from any other causes, whether avoidable by the City or not, and that the City shall not in any event be liable for any loss or damage caused by leakage, escape, or loss of water after the same has passed into Customer's service line, or due to the water upon the Customer's premises.

IN ADDITION TO THE ABOVE, CITY MAY DISCONNECT SERVICE TO CUSTOMER, AFTER PROPER NOTICE, FOR ANY OF THE FOLLOWING REASONS:

- A. Failure to pay a delinquent account for services or failure to comply with the terms of this agreement.
- B. Violation of City's rules pertaining to the uses of services in a manner which interferes with the service of others or the operations of nonstandard equipment, if a reasonable attempt has been made to notify Customer.
- C. Without notice where a known dangerous condition exists for as long as the condition exists.
- D. Tampering with the City's meter or equipment or bypassing same. Tampering fine is \$200 plus customer is subject to possible prosecution under the state law prohibiting "theft of services."
- E. Failure to comply with all applicable rules and regulations concerning water service established by all regulatory agencies.
- F. This agreement supersedes all prior agreements, representations, promises, or inducements, written or verbal, made with respect to the matters herein contained and no employee or agent of the City has power or authority to waive, alter, modify, or change any of said covenants.

THIS FORM WAS CREATED TO CONFORM TO CITY OF LORENA ORDINANCE 2013-1021-04 ADOPTED BY THE CITY COUNCIL OF LORENA IN REGULAR SESSION OF OCTOBER 21, 2013. COPY OF SAID ORDINANCE IS AVAILABLE UPON REQUEST AT REGULAR PRICE-PER-PAGE FOR PRODUCING COPIES.

ACCOUNT NAME _____

BILLING ADDRESS _____

CITY/STATE/ZIP _____

PLACE OF EMPLOYMENT _____

PHONE NUMBER (FOR CITY NOTIFICATION ONLY) Home (____) _____ Cell (____) _____
(Not given to any person or organization)

SOCIAL SECURITY # _____ DRIVERS LIC # _____ STATE _____

e-MAIL (CITY USE ONLY) _____ DEPOSIT AMOUNT PAID \$ _____

DATE _____
Signature _____

The City of Lorena has adopted an Identity Protection Policy and employees have training and instruction in making maximum effort to protect your identity. None of your personal information is given without your written permission.

Completed applications along with identification requirements may be emailed to utilities@lorenatx.gov for processing.