



City of Schulenburg

535 N Main
Schulenburg, Tx 78956

Phone: (979) 743-4126
Fax: (979) 743-4760

www.schulenburgtx.org

Residential Service Application and Agreement

Each customer must complete and sign this application and agreement before the City of Schulenburg will begin service. In addition, when service to an existing connection has been suspended or terminated, the utility service will not be re-established unless a signed copy of this agreement has been provided to the City. The City will maintain a copy of this agreement and the same shall be binding as long as the customer and/or the premises is connected to a City utility system or customer has a balance due to the City for utility service. By signing below, Applicant swears and affirms that the information contained herein is true and made in good faith, upon penalty of perjury.

By making this Application, the undersigned Applicant swears and affirms that it is made in good faith and is not for the purpose of obtaining utility service at or on behalf of a person or place to whom the City has previously provided utility service of any kind and for which the City is still owed delinquent or outstanding fees or charges. In the event that the City determines that this Application is for the purpose of obtaining utility service in order to escape, avoid, or limit the obligation of Applicant or any other person's obligation to pay such delinquent or outstanding fees or charges, City shall be authorized to terminate utility service to the Service Address and to take such other legal action that may be appropriate, including but not limited to prosecution for theft of services or perjury.

Name of Applicant: _____ Service Address: _____

Mailing address, if different: _____

Application is for: _____ Water/Sewer _____ Electric/Garbage

Applicant's Driver's License, State & Number: _____ SSN: _____

Place of Employment and address: _____

Telephone Numbers: Home _____ Cell _____ Work _____

Had utility service in the City before? ___ If yes, where and when: _____

Is there currently any unpaid balance remaining on such prior utility service? ___

Name(s) of adults who will reside at service address: _____

Name(s) of additional person(s) who will responsible for this account _____

Signature of Applicant: _____ Date: _____

1. ACCESS, AUTHORIZATION AND CONNECTION FEES. The Customer agrees to obtain all necessary easements and permits necessary, if any, for the City to install the utility service from the Service Address to the City's system, all to the satisfaction of the City. All costs of running the utility lines from the City's system to the service address shall be borne by the Customer. Customer agrees to pay to the City the connection fees in the sums required to be paid to the City in accordance with the City's Ordinance relating fees and charges for City utility service that are in force at the time each customer applies for service. Any such easements or permits must be obtained and provided to the City, and all connection fees must be paid before City will connect service.

2. RESTRICTIONS. The following unacceptable practices are prohibited by State and City regulations.

Customer shall comply with the City's Ordinances for Utility Service contained in Chapter 18 of the Schulenburg Code of Ordinances, and by making application for service

Applicant hereby verifies that he or she has obtained and read a copy of such Ordinance.

For water service, the following is prohibited:

Any direct connection between the public drinking water supply and a potential source of contamination. Such contamination must be isolated by an appropriate backflow prevention device.

Any cross-connection between the public drinking water supply and a private water system or well.

Any connection that allows water to be returned to the public drinking water supply.

Any pipe or pipe fitting that contains lead or other banned or harmful substance.

With regard to sewer service, Customer shall not discharge or introduce any waste that is prohibited by Sec. 18-82 of the Code of Ordinances of the City of Schulenburg or any substance that is prohibited by state statute or the rules and regulations of the Texas Commission on Environmental Quality.

With regard to electric service Customer, at its expense, shall maintain and operate its facilities so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on City's electrical system, or interfere with the safe, economical and reliable operation of any City utility system. Applicant, at its expense, shall immediately correct any such unacceptable use of electric power or interference, including the provision of suitable apparatus to prevent or cure such effects where necessary.

3. SERVICE OBLIGATIONS City shall provide adequate, continuous service to the best of its ability. City does not guarantee that service will be free from, and City shall not be liable for, interruptions, temporary loss of service, surges, sanitary sewer overflows, voltage fluctuations or disturbances. City shall have no liability for any loss or damage from any loss of service, overflow, backup, or delay in providing or re-connecting service. Customer shall allow its property to be inspected for possible cross-connections

and other potential contamination or other hazards. These inspections shall be conducted by City personnel or a designated agent during City's normal business hours. The City shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or any periodic reinspection. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination, interference or other hazard on Customer's premises, and shall, at its expense, properly install, test, and maintain any backflow prevention device or other equipment, device or item necessary to protect the City's System. Copies of all testing and maintenance records shall maintained by the Customer and shall be provided to the City upon request.

4. TERMINATION OF SERVICE AND ENFORCEMENT. Utility service to the Service Address may be terminated or disconnected in the event of any of the following:

If the Customer fails to pay fees and charges for utility service when due;

If the City determines that utility service was obtained for the purpose of escaping, avoiding, or limiting the obligation of any person to pay the City for utility service provided at this or any other Service Address.

If a condition is found to exist or if the City has reliable information that a condition exists that will or may result in contamination of the public water supply, a threat to the health, safety, or welfare of the public, injury to any person, or damage to any real or personal property, including the utility system.

If the Customer fails to comply with the terms of the Service Agreement or the City's ordinance related to utility service.

Any expenses associated with the enforcement of this agreement, including attorney's fees, court *costs*, and engineering fees shall be billed to the Customer. City shall be authorized to place a lien on the Service Address for failure to pay such fees or other charges due for utility service.

5. ASSIGNMENT Assignment of Contract. Customer shall not assign this Contract without written consent of the City.

6. APPLICABLE AND VENUE. This Agreement shall be construed under the laws of the State of Texas and venue shall lie in a court of competent jurisdiction in Fayette County, Texas.

7. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional or unenforceable, it shall not affect or diminish the validity and enforceability of all remaining provisions.

Signature of Applicant: _____ Date: _____