

Service Address:



**City of West Lake Hills
Wastewater Application & Service Agreement**

COMPLETE & RETURN TO:

City of West Lake Hills
ATTN: Utility Coordinator
911 Westlake Drive
West Lake Hills, TX 78746

DEPOSIT	APPLICATION FEE
\$200	\$100
Fees will be applied to 1 st Bill.	

Applicant's Name: _____

Service Address: _____

Billing Address: _____

City: _____

State: _____

Zip: _____

Applicant's Phone No. _____

Applicant is: Owner Tenant Other _____

Applicant's Email Address _____

Start Date: _____

Please keep my personal information (address, phone number, etc.) confidential.

FOR ALL CUSTOMERS:

The undersigned hereby makes application to the City of West Lake Hills for wastewater service. We/I understand and agree that we/I will be responsible for all wastewater service provided to the property described in this application until such time we/I request service to be discontinued in accordance with the City's Ordinances regarding utility services. We/I agree to comply with the City's Ordinances and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the City's Ordinances may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

FOR NEW CONNECTIONS (property not currently connected to the wastewater system):

I/we agree that the City will reserve wastewater capacity for this property, provided that I/we: i) pay Connection Fees in full with submission of this Application or pursuant to an approved payment plan; and ii) connect promptly to the system. I/we agree that if I/we do not connect to the system within 90 days of notification by the City, the City may at its discretion either start wastewater billing of the Monthly Customer Charge or refund Connection Fees (with the exception of the non-refundable application fee) and forfeit the reservation of wastewater capacity.

Signature: _____

Customer Service Agreement

The City shall sell and deliver wastewater service to the Customer and the Customer shall purchase, receive, and/or reserve wastewater service from the City in accordance with the Ordinances of the City as amended from time to time by the City Council of the City. Upon compliance with said policies, including payment of applicable fees, the Customer qualifies for service as a new Customer or continued service through a transfer of service and thereby may hereinafter be called a Customer.

The Customer shall pay the City for service hereunder as determined by the City's Ordinances and upon the terms and conditions set forth therein, a copy of which is available for review at City's administrative offices, upon the request of any Customer, or on the City's website at www.westlakehills.org Code of Ordinances page.

The Customer agrees to comply with the requirements in the City's Ordinances regarding pretreatment and the quality of wastewater discharged into the system.

When applicable, the City shall have the right to locate an individual wastewater service connection including the pipe necessary to connect the Customer's property to the wastewater system at the point of connection to be chosen by the City, and the City shall have access to its property and equipment located upon Customer's premises at all reasonable 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 City or its authorized agents shall have access to the Customer's property or premises and service lines and wastewater-related facilities at all reasonable times for the purpose of inspecting for possible violations of the City's policies and to ensure compliance with regulations as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards. These inspections shall be conducted by the City or its agents: (i) prior to initiating new wastewater service; (ii) when there is reason to believe that unacceptable plumbing practices exist; and/or (iii) after any major changes to the private plumbing facilities. The City or its agents shall notify the Customer in writing of any unacceptable plumbing practice which has been identified during the initial inspection or the periodic re-inspection. The Customer shall immediately correct any unacceptable plumbing practice on his premises.

The Customer's wastewater connection is for the sole use of the Customer and is to provide service to only one (1) dwelling or one (1) business, and their associated appurtenances. The Customer will not extend pipe(s) to transfer utility service from one property to another, share, resell, or sub-meter wastewater services to any other persons, dwellings, businesses, or property, etc., except in accordance with the Code of Ordinances and with the City's written approval. Multiple connection service is available only for apartments and multiunit residential structures such as duplexes.

By execution hereof, the Customer shall hold the City and its agents harmless from any and all claims for damages caused by service interruptions due to wastewater line breaks by utility or like contractors, tampering by other Customers/Users of the City, normal failures of the system, or other events beyond the City's control.

The Customer shall grant to the City, now or in the future, any easements and rights-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the City to extend or improve service for existing or future customers, on such forms as required by the City.

By execution of this Service Agreement, Customer shall guarantee payment of all rates, fees, and charges due on any account for which said Customer is the primary responsible party.

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CUSTOMER ACKNOWLEDGES THAT NONPAYMENT OF AMOUNTS DUE TO CITY WILL RESULT IN TERMINATION OF WASTEWATER SERVICE THROUGH DISCONNECTION OF WATER SERVICE TO CUSTOMER'S PROPERTY. IN THE EVENT WASTEWATER SERVICE IS TERMINATED AND WATER IS DISCONNECTED, FEES SET BY CITY IN ITS ORDINANCES WILL BE CHARGED AND MUST BE PAID BEFORE SERVICE WILL BE RECONNECTED.

If the City's equipment is tampered with, the Customer shall forfeit all rights and privileges of customership, and the Customer shall forfeit all connection rights. Any expenses associated with the enforcement of this agreement shall be billed to and paid by the Customer.

Any misrepresentation of fact(s) by the Customer on any part of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the City's Code of Ordinances.

The Agreement is not assignable by the Customer. Upon termination of service to the property, any new customer desiring to receive wastewater service from the City shall be required to execute their own service agreement.

Each Customer must sign this Agreement before the City will begin service. If service to an existing connection has been suspended or terminated, the City will not re-establish service unless it has a signed copy of this Agreement. The City shall maintain a copy of this Agreement as long as the Customer and/or the Customer's premises are connected to the City.

_____ Customer Signature

_____ Printed Name

_____ Date

_____ Address

ADDITIONAL REQUIRED DOCUMENTS:

RESIDENTIAL CUSTOMERS: Submit copy of Driver's License. It is used to verify identity to protect customer accounts under P.L. 108-159 (Red Flags rule, an identity theft prevention program) and will be destroyed after verification is completed.

NON-RESIDENTIAL CUSTOMERS: Submit copy of Form W-9 to verify identity.