UTILITY APPLICATION AND AGREEMENT
Personal and Confidential Information Sheet

Note: This information is kept confidential and is not released to other agencies or individuals without your consent or under unusual circumstances.

SERVICE ADDRESS: _____

SERVICE START DATE: _____

NAME ON ACCOUNT: _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

E MAIL ADDRESS: _____

If you do not have telephone service at time of contract initiation, PLEASE supply as soon as possible.

DOB: _____ SSN: _____ DL: _____

BILLING ADDRESS IF DIFFERENT THAN SERVICE ADDRESS: _____

_____

OWN: _____ LEASE: _____

LANDLORD NAME/CONTACT INFO:

_____

_____

ORDINANCE NO. 2005-293 REQUIRES THAT DOGS AND CATS (LIMIT 4 PER HOUSEHOLD) MUST BE REGISTERED WITH A CITY REGISTRATION TAG FOR A FEE OF $4.00 PER PET.

TYPE/BREED		COLOR		GENDER		NAME		PV TAG NO.	
TYPE/BREED		COLOR		GENDER		NAME		PV TAG NO.	
TYPE/BREED		COLOR		GENDER		NAME		PV TAG NO.	
TYPE/BREED		COLOR		GENDER		NAME		PV TAG NO.	

UTILITY APPLICATION AND AGREEMENT

(For In-City Residential)

The undersigned Applicant hereby makes application to the City of Panorama Village for water, sewer, and garbage services at the following address:

_____

(Street Address)

The Applicant hereby tenders the sum of **One Hundred Dollars ($150.00) as a deposit** against future water, sewer, and garbage charges. It is understood that the City of Panorama Village reserves the right to apply said deposit against unpaid charges for services.

WATER RATES:	First 2,000 gallons	$11.83 (MINIMUM CHARGE)
	2,001 -10,000 gallons	$ 2.75 per 1,000 gallons
	10,001 – 20,000 gallons	$ 3.00 per 1,000 gallons
	20,001 – 30,000 gallons	$ 3.25 per 1,000 gallons
	30,001 – 50,000 gallons	$ 3.50 per 1,000 gallons
	50,001+ gallons	$ 4.00 per 1,000 gallons

SEWER RATE:	*(Based upon water usage)*	
	First 2,000 gallons	$13.22 (MINIMUM CHARGE)
	Over 2,000 gallons	$3.74 per 1,000 gallons
		($37.40 MAXIMUM CHARGE)

GARBAGE RATES: *(Rates are subject to fuel surcharge which fluctuates based on supply/demand)*

Curb-side pick up	$22.38 (excludes tax)
Back-door pick up	$31.89 (excludes tax)

NOTICE: ***AUTHORITY OF CITY COUNCIL MAY CHANGE RATES.***

ADMINISTRATIVE FEE. A one-time account set up fee of fifteen dollars ($15.00) will be added to the first bill to cover administrative costs.

LATE CHARGES. All monthly charges are due and payable on or before the 15th of each month. A late charge in the amount of ten per cent (10%) of the existing unpaid balance is assessed on each delinquent account on the next business day after the due date. **Failure to pay all charges when due may be deemed a breach of this contract at the discretion of the City, in which event all services may be discontinued.** In the event services are disconnected, such services shall not be restored until all charges have been paid in full, and until a reconnection fee of $100.00 has been paid.

NSF CHARGES. A $25.00 charge will be assessed for Insufficient Checks.

DISCONNECTION FOR NON PAYMENT. A $100.00 charge will be assessed if water, sewer, and garbage service is disconnected for non-payment. The bills are due the 15th of each month. If payment is not received on or before the 15th of the month your service will be disconnected until past due payment and the disconnection fee of $100.00 is paid in full.

METER REREAD. A $15.00 charge will be assessed if the Utility Department is required to reread the meter and the original read was correct. If there was a misread on the meter there will be no charge assessed.

METERS. All water meters are furnished and installed by the City. The meter and/or connection is for the sole use of the customer and is to serve water to only one (1) dwelling and/or only one (1) business.

OWNERSHIP OF WATER LINES AND METERS. The City owns, operates, and maintains all water meters and water/sewer lines up to and including the Applicant's meter.

CROSS-CONNECTION PROHIBITED. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, and/or property, etc., is prohibited.

APPLICANT'S SERVICE LINE. The Applicant shall install and maintain at his/her own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the City. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the City.

DROUGHT CONTINGENCY PLAN. In the event the total water supply is insufficient to meet all of the needs of the customers, or in the event there is a shortage of water, the City may initiate the City's Drought Contingency Plan to regulate water use. By execution of this Agreement, Applicant hereby agrees to comply with the terms of said Plan.

HOLD HARMLESS AGREEMENT. By the execution hereof, the applicant shall hold the City harmless from any and all claims for damages caused by service interruptions due to sewer or waterline breaks by utility or similar contractors, tampering by other users of the City water facilities, normal failures of the system, or other events beyond the City's control.

RIGHT-OF-WAYS FOR CITY. The Applicant shall grant to the City, now or in the future, any easements or right-of-ways for the purpose of installing, maintaining, and operating such water and sewer 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.

RIGHT OF ACCESS BY CITY. The City shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the City, and shall have access to its property and equipment located upon Applicant's premises at all reasonable times for any purpose connected with or in the furtherance of its utility operations. Upon discontinuance of service, the City shall have the right to remove any of its equipment from the Applicant's property.

The City's authorized employees shall have access to the Applicant's property or premises at all reasonable times for the purpose of inspecting for possible violations of the City's ordinances or Texas Department of Health Rules and Regulations. The City strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

CITY ORDINANCE 2008-318. AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF PANORAMA VILLAGE, TEXAS, REGULATING THE PARKING AND STORAGE OF MOTOR HOMES, BOATS, TRAILERS, AND OTHER RECREATIONAL VEHICLES; PROVIDING DEFINITIONS; PROHIBITING THE PARKING OR STORAGE OF RECREATIONAL VEHICLES IN PUBLIC VIEW; SPECIFYING THE TIME AND LOCATION TO PARK RECREATIONAL VEHICLES FOR LOADING AND UNLOADING; PROHIBITING PARKING AND STORING RECREATIONAL VEHICLES ON ANY PUBLIC STREET, PUBLIC RIGHT OF WAY, OR CITY EASEMENT; PERMITTING A GRANDFATHER CLAUSE AND OTHER EXCEPTIONS; PROVIDING A PENALTY OF UP TO $500 PER DAY FOR VIOLATING THE ORDINANCE; REPEALING CITY ORDINANCE 2003-280, DATED APRIL 22, 2003; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING THE EFFECTIVE DATE AFTER PUBLICATION.

DISCONTINUATION OF SERVICE. By execution of this Utility Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the City.

Any misrepresentation of the facts by the Applicant or any of the pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the City's Ordinances and State law.

This application becomes a contract only upon acceptance of the same by the City of Panorama Village:

AMOUNT PAID: _____ CASH OR CHECK: _____

START DATE: _____ RECEIVED BY: _____

SIGNATURE OF APPLICANT: _____

DATE: _____