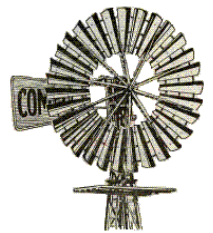


City of Merkel Texas



100 Kent Street
Phone: (325)928-4911 Fax: (325)928-3171
www.merkeltexas.com

City Services Application

Business Name _____

Contact Name _____ Contact Ph # _____

Contact Email _____

Tax ID _____ Tax Exempt Yes No

Mailing Address _____ Beginning Date of Service _____ Service Address _____

E-mail Bill Printed Bill E-mail & Print Bill

The following must be provided in lieu of the One Hundred Fifty Dollar (\$200.00) deposit:

1. A letter of credit from a former utility provider (Provider letterhead, Name account was under, Address of Service, Contact information of Provider, Length of time with good standing service; such as, no late charges, no penalties, no non-payments, etc...)

I. PURPOSE

The City of Merkel is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The City of Merkel enforces the plumbing restrictions listed below to ensure public health and welfare. When there is reason to believe that a cross-connection or other unacceptable plumbing practices exist, the City of Merkel will conduct an inspection. If any cross-connections or unacceptable plumbing exist, the customer will immediately correct the problem by properly installing a back flow prevention device and have this tested. Copies of all testing and maintenance records will be provided to the City of Merkel. The customer must sign this agreement before the City of Merkel will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. PLUMBING RESTRICTIONS

The following 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 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 an appropriate back flow prevention device.
- c. No pipe or pipe fitting which contains more than 8.0% lead may be used for installation or repair of plumbing at any connection which provides water for human use.
- d. No solder or flux, which contains more than .2% lead, can be used for installation or repair of plumbing at any connection, which provides water for human use.

III. ENFORCEMENT

If the customer fails to comply with the terms stated above, the City of Merkel will, at its option, terminate service or properly install, test and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement will be billed to the customer.

IV. FEES AND PAYMENT SCHEDULE

- a. SERVICE CHARGE FOR SERVICE
 - i. All customers are required to pay a service charge of **Seventy-Five Dollars (\$75.00)** for services.
- b. SECURITY DEPOSIT
 - i. All customers are required to make a security deposit of **Two Hundred Dollars (\$200.00)** for any City services. Security deposits shall be held without payment of interest as long as any City Services are continued. The security deposit may be applied to any unpaid balance owed to the City. At any time City Service is discontinued, the security deposit will be applied to any unpaid balance. Any remaining credit amount will be issued to you the following month after your final bill is produced.
- c. PAYMENTS
 - i. All Payments are due and payable on or before the 15th day of each month.
- d. RETURNED CHECKS/DRAFT
 - i. There is a Thirty-Five Dollar (\$35.00) fee that will be added to your account for any returned check or draft. The amount due plus the Thirty-Five Dollar (\$35.00) fee must be paid in cash, credit/debit card or money order immediately to avoid legal action or interrupted utility service.
- e. LATE FEE
 - i. Any payment not received by the end of business day (**Hours: Mon-Fri 7:30am-4:30pm**) on the 15th is subject to a late fee of Fifteen Dollars (\$15.00). If the 15th falls on the weekend, payment will be due on the business day before the 15th. If payment is not received by the business day before the 15th, there will be a Fifteen Dollar (\$15.00) late fee added to the account on the first business day after the 15th.
- f. ADMINISTRATIVE FEE
 - i. By 9:00 am, on the morning of the 23rd, if there is a balance on your account, there will be a **One Hundred Dollars (\$100.00) Administrative Fee** Added to your account for making the Cut Off List (This also does include if the City Employees have not made it to your service address to disconnect services, just making the Cut off List applies to the Administrative Fee). All Disconnections are made on the morning of the 23rd of each month or the following Monday if and when the 23rd falls on a weekend. **Re-connections after hours will be Seventy-Five Dollars (\$100.00)**. Your account balance including the after hour's fee must be paid by Money Order for your services to be reconnected.
- g. METER TAMPERING
 - i. Your meter will be pulled and or locked and a fee of **Three Hundred Dollars (\$300.00)** will be added to your account for tampering with the City of Merkel's water meters. You will also be required to appear before the City of Merkel's Municipal Judge and a possible **Five Hundred Dollar fine (\$500.00)** *****DO NOT TAMPER*****
- h. TRANSFER FEE
 - i. All Customers who would like to transfer an account to another address will be required to pay a **Twenty Five Dollar (\$25.00) transfer fee**.
- i. METER TESTING FEE
 - i. At the request of a customer, we will test your meter for accuracy. There will be a fee of **Two Hundred Fifty Dollars (\$250.00)** that will be added to your account upon completion of testing. These fees will be waived if the meter test results come back faulty.
- j. LEASE AGREEMENT
 - i. The City may require that you provide a lease agreement from your landlord when renting, in order to obtain services.
- k. COLLECTIONS
 - i. Any account balance that remains outstanding for a period of ninety days may be turned over to a third party collection service. Collection fees of 35% for balances less than one year and 50% for balances over 1 year old plus any legal fees required for collections will be added to account balances. Past due balances and collection efforts will be reported to credit agencies.

I HAVE RECEIVED A COPY OF THIS DOCUMENT AND AGREE TO READ AND ABIDE BY THE ABOVE. I UNDERSTAND THAT THIS INFORMATION MAY BE CHANGED FROM TIME TO TIME, AS APPROVED BY THE CITY OF MERKEL, CITY COUNCIL.

SIGNATURE _____ DATE _____

NEW ADDRESS _____ (ACCOUNT # OFFICE USE ONLY) _____

City of Merkel, Texas

100 Kent Street Merkel, Texas 79536

Phone: (325)928-4911 Fax: (325)928-3171

Authorization agreement for preauthorized payments

ACH DRAFT:

BANK NAME: _____ ROUTING NUMBER: _____

ACCOUNT NUMBER: _____ CHECKING ___ SAVINGS _____

NAME AS IT APPEARS ON ACCOUNT: _____

Authorization agreement for preauthorized payments

CREDIT/DEBIT CARD DRAFT:

NAME: _____ CARD NUMBER: _____

EXP. DATE: ___ / ___ CVV: _____ ZIP CODE: _____

I hereby authorize City of Merkel-Water Department, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my information indicated above. I understand that the debit entry will occur on the due date reflected on the current billing cycle.

Printed Name: _____

Signature: _____

Date: _____