

CITY OF REDWATER, TEXAS

Water and Sewer Service Agreement*Effective under Ordinance 26-23-43, as amended*

This Agreement is entered into between the City of Redwater, Texas (“City”) and the undersigned applicant or customer (“Customer”) for the provision of water and/or sewer utility service. By signing below, or by accepting water or sewer service from the City, the Customer agrees to the terms of this Agreement, which incorporates by reference Ordinance 26-23-43, as amended, and the applicable rules of the Public Utility Commission of Texas (16 Texas Administrative Code, Chapter 24) and the Texas Commission on Environmental Quality (30 Texas Administrative Code, Chapters 290 and 344).

1. Application for Service

A written application or agreement, and any required easements, must be completed before the City connects or extends service to a property. For new construction or additions to existing water or sewer lines, the City’s licensed water operator inspects the site before work begins and inspects the work before it is covered up. Please contact the City before starting any work so these inspections can be scheduled, and do not cover or backfill any work until it has been inspected. A Customer Service Inspection — performed by a person holding the required state credential — must also be completed before continuous service begins. This inspection checks for cross-connections, contamination hazards, and prohibited lead materials, and the completed certificate is kept on file by the City for at least ten years.

2. Rates and Charges

Water and sewer rates are set by the Redwater City Council under Section 3 of Ordinance 26-23-43 and are subject to change by the Council. Beginning with the October 2027 billing, and each October thereafter, rates are automatically adjusted by the change in the Consumer Price Index (CPI-U), up to a maximum of 3% per year, unless the Council sets a different rate by ordinance. The current rate schedule is available at City Hall and on the City's website.

3. Deposits

A utility deposit is required to establish service, except as noted below. Deposits are held by the City, accrue interest at the minimum annual rate set by the Public Utility Commission of Texas, and are refunded automatically — with accrued interest — once the Customer disconnects service, or once a residential Customer has paid eighteen (18) consecutive billings without being delinquent, whichever comes first. Unclaimed deposit refunds are held for at least seven years before being transferred to the Texas Comptroller of Public Accounts.

Account Type	Deposit Amount
Residential — Customer owns home	\$150.00
Residential — Customer rents home	\$300.00
Commercial	\$400.00
Residential, age 65 or older (no delinquent balance)	Not required

4. Billing and Payment

Meters are read on or about the 15th of each month, and bills are rendered on or about the 1st of the following month. Payment is due by the 15th of the billing month; a 10% late fee applies to any balance unpaid after that date. Returned checks and returned auto-drafts are subject to a \$45.00 fee.

5. Notice and Disconnection for Nonpayment

Before service is disconnected for nonpayment, the City will mail or hand-deliver a written termination notice at least ten (10) days before the scheduled disconnection date, in English and, if necessary, in Spanish. The City's shut-off day is fixed as the 28th of each month (or the next business day). The City will not condition restoration of service on payment of any amount the Customer is actively and legitimately disputing, or on any charge unrelated to water or sewer service.

6. Reconnection and Restoration of Service

Once past-due charges and the applicable reconnect fee are paid, or the condition causing disconnection is corrected, service is restored within thirty-six (36) hours. City personnel are available to accept payment on the day of disconnection and the following business day during normal business hours.

7. Customer-Requested Disconnection

A Customer may request in writing that service be disconnected. The City will disconnect service no later than the end of the next working day, with no disconnection or reconnect fee charged for a disconnection made solely at the Customer's request.

8. Deferral for Serious Illness

The City will not disconnect service to a delinquent residential Customer if a person residing at the property will become seriously ill, or more seriously ill, without water — provided the Customer submits a written statement from a physician before the scheduled disconnection date. Service may still be disconnected if the next month's bill and the past-due balance both remain unpaid by the next bill's due date, unless the Customer has entered into a deferred payment agreement with the City.

9. Extreme Weather Emergency Protection

An “extreme weather emergency” occurs when the previous day's highest temperature in the City's service area did not exceed 28°F and the temperature is predicted to remain at or below that level for the next 24 hours, per the nearest National Weather Service reports. The emergency is over on the second business day the temperature exceeds 28°F. The City will not assess a late fee or disconnect service for nonpayment of a bill that became due during an extreme weather emergency, until the emergency is over. A Customer whose bill became due during that period will be offered a payment schedule allowing the balance to be paid in one or more installments. This protection defers, but does not excuse, payment of amounts owed.

10. Backflow Prevention (Irrigation Systems)

Any irrigation system connected to the City's water supply must have a working backflow preventer, tested by a licensed backflow prevention assembly tester upon installation and annually thereafter, with results submitted to the City within ten (10) business days of each test. A missing or malfunctioning backflow preventer is treated as a known and dangerous condition to the public water supply: the City may disconnect service immediately, without advance notice, and will post written notice at the property explaining why. Service is restored within thirty-six (36) hours once a working backflow preventer is verified.

11. Meter Tampering

Tampering with a City meter or lock, or reconnecting service without City authorization, is prohibited and may result in immediate disconnection without notice, in addition to the following charges, due before the meter is reinstalled:

Item	Amount
Late fee (unpaid past due date)	10% of billed balance
Reconnect fee — within 45 days of disconnection	\$25.00
Reconnect fee — after 45 days of disconnection	\$40.00
Returned check or returned auto-draft	\$45.00
Backflow preventer annual test/certification (City-performed)	\$30.00
Meter re-read, if original reading was NOT in error	\$5.00
Lock charge (tampering)	\$10.00
Meter reinstallation fee (tampering)	\$50.00
Tampering fee — first offense	\$50.00
Tampering fee — each subsequent offense	\$250.00

12. Customer Responsibilities

- Provide the City reasonable access to the meter for reading, inspection, and maintenance.
- Promptly report leaks, meter damage, or suspected tampering.
- Keep account and contact information current with the City's utility billing office.
- Comply with all applicable backflow prevention, cross-connection, and plumbing requirements.
- Ensure any irrigation system connected to City water has a properly installed and tested backflow preventer.
- General City information and updates — such as office closures, service interruptions, or public announcements — are shared through postings at City Hall, the City's website (redwatertexas.com), its Facebook page, and its text messaging system. These channels do not replace the notices this Agreement requires for account-specific actions, such as a termination notice, which the City provides by mail or hand-delivery as described in Section 5.

13. Governing Rules

This Agreement is governed by Ordinance 26-23-43, as amended from time to time by the Redwater City Council, and by applicable rules of the Public Utility Commission of Texas and the Texas Commission on Environmental Quality. If any term of this Agreement conflicts with the Ordinance or applicable state rules, as those may be amended, the Ordinance and applicable state rules control.

Acknowledgment and Signature

I have received, read, and agree to the terms of this Water and Sewer Service Agreement, including the fee schedule and deposit terms above.

Service Address: _____

Mailing Address (if different): _____

Phone: _____ Email: _____

Customer Signature

Date

Printed Name

City of Redwater Representative

Date

This is a template agreement reflecting Ordinance 26-23-43 as amended. Have the City Attorney review before use in final form.

Open item: a same-day payment cutoff time (e.g., 5:30 PM CT) has been proposed for determining a timely payment on the due date, but is not currently reflected in Ordinance §8(A), which specifies only the due date itself. If the City intends to apply a specific cutoff time, it should be added to the Ordinance so this Agreement and the Ordinance remain consistent; until then, this Agreement follows the Ordinance's date-only standard.