

**CARLSBAD FRESH WATER DISTRICT #1  
APPLICATION**

NAME OF APPLICANT \_\_\_\_\_

DATE APPLIED \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_

DATE DESIRED \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_

WORK # \_\_\_\_\_

CELL # \_\_\_\_\_

SPOUSES NAME \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_

SOCIAL SECURITY# \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_

WORK # \_\_\_\_\_

CELL # \_\_\_\_\_

<b>FOR OFFICE USE</b>
Application Received by _____
Dep. Amt. _____ CK# _____
Connect fee _____ CK# _____
Tap Amt _____ CK# _____
Receipt book # : _____

HAVE YOU EVER BEEN A CFWD CUSTOMER? \_\_\_\_ YES \_\_\_\_ NO

IF YES, AT WHAT ADDRESS? \_\_\_\_\_  
(STREET,CITY,STATE,ZIP)

SERVICE ADDRESS \_\_\_\_\_ (Street)  
\_\_\_\_\_ (City,State,Zip)

BILLING ADDRESS \_\_\_\_\_ (Street)  
(If Different) \_\_\_\_\_ (Street,City,Zip)

BUYING LAND FROM \_\_\_\_\_ ADDRESS & PHONE \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY \_\_\_\_\_

LEASING/RENTING LAND FROM \_\_\_\_\_ ADDRESS & PHONE \_\_\_\_\_

**DESIRED WATER METER SIZE WILL BE A 3/4" BY 5/8" UNLESS OTHERWISE SPECIFIED**  
*The district agrees to sell and deliver water to the Customer and Customer agrees to purchase and receive water from the District in accordance with the rules and regulations of the District as included approved rates on the file with TCEQ and the District. All water will be measured by meters which are furnished, installed, owned and maintained by the District. The meter and/or connection are for the sole use of the Customer to serve water to one dwelling, business or property. The customer shall not share, resell, or sub meter water to any other dwellings, etc. without the specific written authorization of the District and in compliance with applicable laws and regulations.*

**PURPOSE:** Carlsbad Fresh Water District #1 (CFWD) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration and for providing water service in accordance with TCEQ rules and regulations. This service agreement is intended to notify each applicant of applicable plumbing restrictions to protect the public's health and welfare and to establish the terms under which retail water service will be provided.

**AGREEMENT BETWEEN CFWD AND APPLICANT/CUSTOMER:**

**A.** Each applicant must sign this agreement before CFWD will begin water service. In addition, when service to an existing connection has been suspended or terminated, CFWD will not reestablish service unless it has a signed copy of this agreement from the customer seeking to be reconnected and the customer has met all other lawful conditions required for restoration on utility service.

**B.** CFWD agrees to sell and deliver water to the applicant/customer and the applicant/customer agrees to purchase and receive water from CFWD accordance with the rules and regulations of CFWD in its approved tariff on file with the TCEQ, Chapter 291 Regulations of TCEQ.

**C.** The applicant/customer grants CFWD the right to install the water meter and the pipe and appurtenances necessary to connect the meter on the property of the applicant/customer at a point mutually agreeable times to CFWD and the applicant/customer. The applicant/customer will allow CFWD access at all reasonable times to its property and equipment located upon the applicant/customer's premises for the purpose of reading the water meter, repairing or replacing existing facilities.

**D.** The applicant/customer will install, at his own expense, a service line from the water meter including a cutoff valve on the applicant/customer's side of the meter. The applicant/customer will be responsible for the maintenance and repair of this service line and will hold CFWD harmless from any claims/demands for damage to real or personal occurring beyond the point the applicant/customer connects to the water meter.

**E.** If the applicant/customer's property does not have a designated easement, the applicant/customer agrees to grant CFWD an easement/right of way for the purpose of installing, maintaining and operating such pipe lines, meter valves and any other equipment which may be deemed necessary for the provision of the utility and service to that applicant/customer. CFWD will restore the applicant/customer property as nearly as possible to its original condition after installations or repair. The applicant/customer agrees not to interfere with CFWD's employees in the discharge of their duties. The applicant/customer agrees not to tamper with or interfere with any of the equipment installed on the applicant/customer's premises.

**F.** Applicants for the water service where service has not been previously provided must submit a complete Customer Service Inspection certificate signed by a licensed inspector within 30 days after service is initiated to certify that there are no cross connections or other potential sources of contamination. Failure to submit the complete form is grounds for termination of service.

**G.** The applicant/customer shall grant CFWD access to his property during regular business hours to check the applicant/customer's facility for illegal connections, unsafe plumbing practices, or cross connections in compliance with the Chapter 290-Regulations of the TCEQ when there is reason to believe that cross connections or other potential contamination hazards exist, or after any alterations to the applicant/customer's plumbing system.

**H.** If CFWD notifies a customer in writing of any cross-connection or a potential contamination hazard; the customer shall immediately remove or adequately isolate any cross-connections or potential contamination hazards. If a applicant/customer chooses to isolate a potential hazard, the applicant/customer shall at their expense, properly install, test, and maintain a backflow prevention device required by CFWD. Copies of all required testing and maintenance records shall be provided to CFWD for TCEQ review.

**I.** No application, agreement, or contract for service may be assigned or transferred without written consent of CFWD.

**J. Enforcement:** If the applicant/customer fails to comply with the terms of the Service Agreement, CFWD may terminate service in accordance with the Chapter 291 TCEQ Rules. If the customer violates the "RESTRICTIONS" below or if there are potential cross connections or other potential contamination hazards that the customer refuse to immediately remove or adequately isolate, CFWD, at its option, may terminate service or install, test and maintain a backflow prevention device at the service connection. Any cost associated with the installation, testing or maintenance of backflow device must be paid by the applicant/customer.

**K.** All water will be measured and billed by meters, furnished, installed, owned maintained by CFWD. The meter and/or connection are for the sole use of the applicant/customer to serve water to one dwelling, business or property. The applicant/customer shall not share, resell, or sub-meter to another dwelling, business, property, etc. without the specific written authorization of CFWD and in compliance with applicable laws and regulations. All meters and water lines and other equipment furnished by CFWD (excepting the applicant/customer's individual service line from the point of connection to the applicant/customer's point of ultimate use) are and shall remain the sole property of CFWD. All taps charges are for the privilege of receiving retail service from CFWD, not purchase of meters or lines.

**RESTRICTIONS:** The following unacceptable practices are prohibited by CFWD and Chapter 290, TCEQ regulations.

**A.** No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by 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 shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back-flow prevention device.

**C.** NO connection, which flows water to be returned to the public-drinking water supply, is permitted.

**D.** No pipe or pipe-fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection, which provides water to human use.

**E.** No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.

**LIMITATION OF PRODUCT/SERVICE LIABILITY:** Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets potability and pressure standards of TCEQ. CFWD will not be damaged by disruption of or fluctuations in water service whatever the cause. CFWD will not accept liability for injuries or damages to persons or property due to disruption of water service caused by (1) acts of God (2) acts of third parties not subject to the control of the Utility if the Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures, or (4) termination of water service pursuant to its tariff and TCEQ rules.

**FIRE PROTECTION:** CFWD is not required by law and does not provide fire protection or firefighting services and does not accept liability for fire-related injuries or damages to persons or properties caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. CFWD may (but is not required to) contract with individual applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and additional service capacities shall be provided only in response to and according to plans and specifications prepared by the applicant's professional engineer. CFWD does not profess, warrant, guarantee, or imply that such additional water service capability is compliant with any state or local fire code or is adequate or sufficient for firefighting.

\*\*\*\*\*

**The applicant has been shown a copy of the District's approved rates and agrees to pay the rates and abide by the requirements of the application including the Drought Contingency Plan.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address