

**Water Purchase Agreement – Municipal Water System**

**City of Carlsbad**

**P.O. Box 1569**

**Carlsbad, NM 88221-1569**

**(505) 887-1191**

**Attn: Utilities Director**

From: \_\_\_\_\_  
(Name of Company & Mailing Address)

\_\_\_\_\_  
\_\_\_\_\_

Purpose:  
 Temporary Construction  
 Rig Water

Tap Name: \_\_\_\_\_

Tap Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Phone No. \_\_\_\_\_

S\_\_\_\_\_, T\_\_\_\_\_, R\_\_\_\_\_, N.M.P.M.

The above named "Company" agrees to:

- I. Purchase non-potable water from the City of Carlsbad, Double Eagle System, at the current rates and in accordance with the City of Carlsbad's water policies.
- II. Install a gate type cut-off valve within 10 feet downstream of the meter.
- III. Install an approved back-flow prevention device within 10 feet downstream of the meter. The backflow preventer must be a Watts series 007; no substitutions.
- IV. Allow representatives of the City to inspect to assure compliance.
- V. Notify the City when the service is to be terminated. The "Company" will continue to be responsible for all water and services provided until it terminates this Agreement in writing.
- VI. The "Company" is responsible for the maintenance and replacement of the backflow preventer and any waterline downstream of the cut-off valve.

"Company" agrees to pay a \$200.00 connection fee with this agreement and a minimum deposit of \$2,000.00. Said deposit will be refundable once service has been terminated and account balance has been paid in full. "Company" agrees to pay a monthly minimum of \$200.00 or the current rate\* per barrel, whichever is greater. Non-payment or late payment will result in immediate termination of water services. No water will be furnished under this agreement if the "Company" is in arrears 30 days or more on this or any other water service furnished by the City of Carlsbad. Unpaid balance shall bear interest at the rate of 12% per year. This agreement may be terminated by either party with 10 days written notice, for any reason, including non-compliance. In cases where there is an immediate threat to the City of Carlsbad's water system, service will be terminated immediately and "Company" will be notified.

\_\_\_\_\_  
Signature of Authorized Company Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Note: Payment of connection fee and minimum deposit are required to process agreement.**

\* Rate is subject to an annual rate increase effective October 1<sup>st</sup> of every year in accordance with Ordinance 98-12.

**Administrative Use Only**

**Fees paid with this Agreement:**

Director of Finance:

- Company is in good standing
- Company has account 30 days or more past due

Connection	\$	_____
Deposit	\$	_____
Other	\$	_____
<b>TOTAL</b>	<b>\$</b>	<b>_____</b>

Director of Utilities:

- Acceptance of Agreement
- Non-acceptance of Agreement    Date work order to be given: \_\_\_\_\_

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

Account No. assigned to this Agreement: \_\_\_\_\_