

**SOUTH FREESTONE COUNTY
WATER SUPPLY CORPORATION**

SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Meter Installation Date:	_____
Account Number:	_____
Service Inspection Date:	_____

Please Print: DATE _____

APPLICANT'S NAME: _____ DL# _____

CO APPLICANT'S NAME: _____ DL# _____

CURRENT BILLING ADDRESS: _____

PROPERTY PHYSICAL (911) ADDRESS: _____

EMAIL: _____ Email/Paperless Billing: () Yes () No Email Notifications: () Yes () No

Home (_____) _____ - _____ Work (_____) _____ - _____

Cell (_____) _____ - _____ Text Message Notifications () Yes () No

PROOF OF OWNERSHIP PROVIDED BY () Deed () County Records () Owner Finance Documents () Other

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership) _____

PROPERTY SIZE/ACREAGE _____ LIVESTOCK & NUMBER _____

RESIDENTIAL/PASTURE/COMMERCIAL _____

IF RESIDENTIAL, # IN FAMILY _____ () New Construction () Manufactured Home () RV () Tiny Home () Other

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: Form must be completed by applicant only. A map of service location request must be attached.

Volunteer Fire Department Program

South Freestone County WSC includes the option to make a contribution to the Dew, Teague, Fairfield, Butler or Donie Volunteer Fire Departments. You, as a member, may make a \$1.00 contribution along with your monthly water bill. This contribution is labeled on your bill as F1, F2, F3, F4 or F5 based upon your physical address. This is mailed to the Volunteer Fire Department monthly. This contribution is voluntary, and you may opt out at any time with a signed form. This contribution is fully tax deductible under federal income tax law.

Fire Department: () Dew () Teague () Fairfield () Butler () Donie

I understand that this donation is voluntary and may be deducted from my bill at any time. I also understand that if I wish to donate to another department outside of my address, I must file a written request with South Freestone County WSC.

Member Signature

High School Student Annual Scholarship Program

South Freestone County WSC includes the option to make a monthly contribution to the scholarship fund for graduating high school students. South Freestone County WSC guarantees the fund will be awarded every year. Applications are distributed to Fairfield and Teague High Schools. Students that attend high schools outside of Freestone County but lives full time within South Freestone County WSC service area can request an application be provided to them. All donated funds will be awarded every year. Members can also make a one-time donation in amount chosen by the Member. Please indicate below how you would like to make your donation.

- () No donation
- () One-Time Donation of \$ _____
- () Monthly Donation of \$ _____

I authorize South Freestone County WSC to collect my donation as stated above. I understand that this donation is voluntary. I understand that this donation can be canceled at any time via a signed form.

Member Signature

Customer Service Inspection Program

In understand once my meter is installed or the transfer is complete, I have 10 days to comply with the rules for the Customer Service Inspection which is included in my upfront cost. This will include, but not limited to:

1. Uncovered shut off valve 1foot from the meter box.
2. Must be clean and accessible at all times.

Customer Service Inspection instructions have been given to me and I understand that I must contact South Freestone County WSC office to schedule CSI once line installation is complete.

If I fail the inspection, I understand that I will be required to pay a trip fee for a second inspection.

If I do not comply, I will be contacted and possible risk the meter being locked for non-compliance.

Member Signature

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

- Ethnicity:** Hispanic or Latino Not of Hispanic or Latino
- Race:** White Black or African American American Indian/Alaska Native
 Asian Native Hawaiian or Other Pacific Islander
- Gender:** Male Female

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. **The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business.** Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. **The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation.** The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable 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 shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process 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 any public water supply.

- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

This system operates with a dual check valve at the meter to help control back flow or contamination. This makes the system behind the dual check valve a closed system. You should contact a plumber regarding the possibility of installing a thermal expansion tank at the hot water heater.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the 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 Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

The Corporation shall provide any Member with a copy of the tariff when requested. Any member included in this application understands and agrees to abide by this tariff under any and all circumstances. This includes but is not limited to Section G. Rates and Service Fees, and Section H Drought Contingency and Emergency Water Demand Plan. INITIAL: _____.

AGREEMENT made this _____ day of _____, _____, between South Freestone County Water Supply Corporation, a corporation organized under the laws of the State of Texas and _____.

Applicant Member Signature

Member Printed Name

Approved and Accepted

Date Approved

