

SERVICE APPLICATION & AGREEMENT

GWSC Customer Compliance Form

DATE: _____
ACCOUNT No: _____
ROUTE: _____
Seq. #: _____
SERIAL/EID No. _____
INSPECTION DATE: _____
ENGR. APPROVAL: _____
SERVICE COST: _____
Re-Service: _____

New Service/Existing Tap
Bank Draft/Transfer

NOTE: Forms must be completed by Applicant Only. A map of service location must be attached. A copy of the Warranty Deed must accompany application. A Water Line Easement must be filed at the Court House and returned to GWSC before application is approved and meter can be installed.

**Customers are required to have a Member cut-off valve within 2 feet of the meter on member's side of the meter for purpose of isolating the Member's service pipeline. The valve will meet the AWWA standards

Please Print: Date: _____

Applicants Name _____ Co-Applicant _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER: HOME () _____ WORK/CELL () _____

PROOF OF OWNERSHIP: _____ DRIVERS LICENSE # _____

LEGAL DESCRIPTION OF PROPERTY (Road name, Lot, 911 Mapping, etc.)

PREVIOUS OWNER'S NAME and ADDRESS (IF TRANSFERRING MEMBERSHIP):

ACREAGE _____ # OF BEDROOMS _____ # IN FAMILY _____ # OF LIVESTOCK _____
SPECIAL SERVICE NEEDS OF APPLICANT: _____

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

Agreement made this ____ day of _____, 20__, between Glenwood Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member).

Witness: _____

The Corporation shall sell and deliver water service to the Applicant and 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. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership and thereby may be hereinafter 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, a copy of which is available for review at the office of the Corporation. The Member acknowledges review, or declining the opportunity to review by execution of this agreement.

The Board of Directors of the Corporation 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 the agreement.

If this agreement is completed for the purpose of assigning utility service as part of a rural domestic water 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 rate payers considered in determining the feasibility of constructing either:
 - 1) a new water system or
 - 2) expanding the facilities of an existing 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. The Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicants further agrees to upon becoming a Member to the monthly charges for such service as prescribed in the Corporation's Tariff. Any Corporation Member renting or leasing a property to other parties are responsible for all charges due the Corporation in the event a renter or lessee leaves the Corporation with any unpaid bills. 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 \$500.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed unfeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest fees 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 in effect at that time. For the purposes of this agreement and Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters furnished and installed by the Corporation. The meter connection is for the sole use of the Corporation and the Member and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe or pipes to transfer utility services from one property to another, to share, re-sell, or sub-meter water to any other persons, dwellings, business, and/or property, etc. is prohibited.

The Corporation shall have 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 times for any purpose connected with or in the furtherance of its business operation, 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 Member's own expense, any necessary service lines from the Corporation facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and the 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 of State and Federal Statutes. Regulations relating to the Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code and the Corporation's Tariff.

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 restriction 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 the 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 air gap 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 service connection by the proper installation of an air gap or reduced pressure backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention devices 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 the 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection that provides water for human consumption.
- E. No solder or flux which contains more than 0.2% lead may be used for installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- F. The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential 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.
- G. 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 on expense, properly install, test and maintain backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation to either terminate service or properly install test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with enforcement of this agreement shall be billed to the Member.
- H. In the event the total water supply is insufficient to meet all of the needs 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 Drought Contingency Plan. By execution by the Applicant of this agreement, Applicant hereby shall comply with the terms of said Plan.
- I. By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruption due to water line breaks by utility or like contractors, tampering by other Members/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.
- J. The Member shall grant to the Corporation permanent recorded easements dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replaces, upgrade, parallel, inspect, test, and operate the 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 of this Service Application and Agreement, Applicant shall guarantee payment of all rates, fees, and charges due on any account for which said applicant owns a Membership. Said guarantee shall pledge and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of utility 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 result in 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 (4) four pages of the form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Witness

Applicant/Member

Approved and Accepted

Date Approved

