

# WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

| CORPORATION USE ONLY     |       |
|--------------------------|-------|
| Date Approved:           | _____ |
| Service Classification:  | _____ |
| Cost:                    | _____ |
| Work Order Number:       | _____ |
| Eng. Update:             | _____ |
| Account Number:          | _____ |
| Service Inspection Date: | _____ |

**Please Print:** DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS: \_\_\_\_\_

FUTURE BILLING ADDRESS: \_\_\_\_\_

PHONE NUMBER - Home (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

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

ACREAGE \_\_\_\_\_

HOUSEHOLD SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_

LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

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

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between

\_\_\_\_\_ 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),

Witnesseth:

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, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. 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.

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 and/or wastewater 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 plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

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.

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 systemwide 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.

\_\_\_\_\_  
Witnesseth

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Date Approved

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT**  
**(General Type Easement)**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable  
consideration paid by \_\_\_\_\_ (hereinafter called  
"Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell,  
transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to  
erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace,  
upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and  
across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page  
\_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress  
over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The  
easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the  
course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein  
granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as  
installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full  
enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of  
ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the  
reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that  
may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance,  
inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above  
limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply  
and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have  
no obligation or liability to Grantor, or their successors or assigns, to move or remove any such  
abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter  
widens or relocates the public road so as to require the relocation of this water and/or sewer line as  
installed, Grantor further grants to Grantee an additional easement over and across the land described  
above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the  
road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the  
center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by  
Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain  
such easement in a state of good repair and efficiency so that no unreasonable damages will result from its  
use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a  
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors  
covenant that they are the owners of the above described lands and that said lands are free and clear of all  
encumbrances and liens except the following:

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Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ACKNOWLEDGMENT**  
(Individual)

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

# M & M WATER SUPPLY CORPORATION

4616 East State Highway 103

Lufkin, Texas 75901

936/632-8224

Fax - 936/632-8264

DATE \_\_\_\_\_

## M & M WATER SUPPLY MEMBER:

M & M Water Supply collects money from our members to support Moffett Volunteer Fire Dept. This is not mandatory, it is your decision to donate to the Moffett Volunteer Fire Dept, if you so choose. All monies collected are remitted to the Fire Dept. at the end of each month. This donation is a tax deduction under Texas Water Code - Section 67.017-Voluntary Contributions On Behalf of Emergency Services.

As a member of M & M Water Supply:

\_\_\_\_\_ I would like to make a \$2.00 donation, which will be added to my monthly water bill.

\_\_\_\_\_ I would like to make a \$1.00 donation, which will be added to my monthly water bill.

\_\_\_\_\_ I would like to make a donation for \$ \_\_\_\_\_, which will be added to my monthly water bill.

\_\_\_\_\_ I choose to not make a donation.

\_\_\_\_\_  
M & M Water Supply Member