

ROBERTSON COUNTY WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME: _____

CO APPLICANT'S NAME: _____

CURRENT BILLING ADDRESS:

CONTACTS & PHONE NUMBERS – *I/We consent to receive voice messages and/or text alerts about this account

Primary contact name: _____ Primary contact phone*: (_____) _____ - _____

Secondary contact name: _____ Secondary contact phone*: (_____) _____ - _____

Preferred email address: _____

PROOF OF OWNERSHIP PROVIDED BY _____

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

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

ACREAGE _____ LIVESTOCK & NUMBER _____

HOUSE SIZE _____ YEAR BUILT _____ NUMBER IN FAMILY _____

WEEKEND CABIN ONLY? Yes / No BARN ONLY? Yes / No

SPECIAL SERVICE NEEDS OF APPLICANT

CORPORATION USE ONLY

RCWSC Account Number: _____

Service Install Fees (& type): _____

Add'l Fees (if applicable): _____

Copy of Deed: Yes / No

Easement: Yes / No

Work Order Submitted (date): _____

A MAP OR PLAT OF SERVICE LOCATION REQUEST MAYBE REQUIRED.

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 _____, _____, between Robertson County 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 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 non-refundable 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. For a Member/Applicant owning more than one (1) Membership, if any Membership account becomes delinquent, new service will be denied and all Membership accounts owned by the Member will be subject to service interruption until the delinquent balance is collected or otherwise remedied. The Applicant may request a copy of the Corporation's Tariff. A copy of this agreement shall be executed _____ Initial here before service will be provided to the Applicant.

All water that flows through a meter is considered metered water. All metered water is considered member usage. All member usage will be billed even if associated with a leak. All usage will be billed at the current bill rate with no discounts. _____ Initial here

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 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 non-refundable 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 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. _____ Initial here

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 at all reasonable times 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 Member is responsible for maintaining the cutoff on their side of the meter. **Know where the customer cutoff is located and make sure it works!**

_____ Initial here

The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or unknown water source.

_____ Initial here

The Corporation installs check valves on the Member's side of the meter for all new services as an attempt to protect the system from backflow. This creates a closed system for the Member. If a Member installs a pressure reducing valve on their service line, a closed system is created for the Member. The Member is warned that as a result of the installation of check valves or pressure reducers, the possibility of thermal expansion is present within the Member's closed system. To prevent possible damage or harm from thermal expansion, all Members with a standard tank water heater shall install and maintain adequate expansion chamber or pressure relief valve on their water heater (tankless or on-demand water heaters are exempt). The Corporation shall be held harmless for any and all claims for damages resulting from thermal expansion or improperly installed pressure relief valve devices. For further information regarding check valves, closed systems, or thermal expansion, please contact the Corporation or any plumber of choice.

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 air gap or an appropriate backflow prevention assembly in accordance with state regulations. Example(s): Irrigation system, in-ground swimming pool, water trough.
- 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 air gap 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 of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

_____ Initial here stating you read
and understand a. through e.

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 needs of the Members and users, 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 is qualified to receive service.

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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Applicant Print Name

Applicant Signature

Date

Co - Applicant Print Name

Co - Applicant Signature

Date

Witnessed by
Robertson County WSC Representative

Date

Approved and Accepted by

Date