

SERVICE APPLICATION AND AGREEMENT

* Please Provide Proof of Ownership (Deed, Warranty Deed, etc.)

Please Print **Date** _____

Applicants Name _____

Co-Applicant's Name _____

Current billing address: **Future billing address**

Phone Number-Home (____) _____ **Work** (____) _____

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 _____ **Household size** _____

Number in family _____ **Livestock & Number** _____

Special service needs of applicant: _____

Agreement made this ___ Day of _____, 20___, between BCY WATER SUPPLY CORPORATION, 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 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 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 system loan project contemplated with the Farmers Home Administration, 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.
 - c.
 - 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 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 a 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 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 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. Connection is for the sole use of the Member or customer and is 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, business, 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 of 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 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 and other undesirable plumbing practices.

The corporation is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing

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 plumbing 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 8% 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 of 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 his property to be inspected for possible cross-connection and other undesirable plumbing practices. 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 plumbing practices, which has been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation as required. Failure to comply with the terms of this service agreement shall cause 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 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.

By execution here, 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 Member shall grant the Corporation, now or in the future, an easements of right-of-way for the purpose of installing, maintaining, and operation such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation

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 condition 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 condition of the Corporation's Tariff. Applicant/Member.

If the customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection within 45 days on notice. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

Service Application and Agreement

Applicant/Member

Approved and accepted

Date Approved

Applicant # _____

For office use only:

Meter # _____

Route # _____

Well # _____

Seq. # _____

Phone #. _____

Certificate # _____

Check # _____