

BLACKLAND WATER SUPPLY CORP. SERVICE APPLICATION AND AGREEMENT

CORORATION USE ONLY

DATE APPROVED _____
SERVICE CLASS. _____
COST _____
WORK ORDER # _____
ACCOUNT # _____
SERVICE INSP. DATE _____
METER # _____
CERTIFICATE _____
RECEIVED TARRIFF COPY _____

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT ADDRESS:

FUTURE ADDRESS:

PHONE NUMBER HM () _____ - _____ WORK # () _____ - _____

EMAIL ADDRESS _____

Billing Preference: Mail _____ E-bill _____ Both _____

PROOF OF OWNERSHIP *** **MUST HAVE COPY OF WARRANTY DEED**

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 _____

SQ. FT OF HOME _____

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 evaluation 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.

White, Not of
Hispanic Origin

Black, not of
Hispanic Origin

American Indian or
Alaskan Native

Hispanic

Asian or
Pacific Islander

Other
(Specify)

Male
Female

Service Application and Agreement

AGREEMENT made this _____ day of _____, _____, between Blackland Water Supply Co., a corporation organized under the laws of

The State of Texas (hereinafter called the corporation) and _____, (hereinafter called the Applicant and /or Member).

The Corporation shall sell and deliver water and/ or wastewater service to the Applicant and the Applicant shall purchase, receive, and/ or reserve 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 any 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

1. The number of taps to be considered in the design and
2. The number of potential ratepayer considered in determining the financial feasibility of constructing
3. a new water system or
4. 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 part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expense, shall be refunded. The applicant may reapply 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 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 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:

I. 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.

II. 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.

III. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.

IV. 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.

V. 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.

VI. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

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 his property to be inspected for possible cross-connections 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. Member is responsible for the fee associated with such inspection.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practices on their premises.

The Member shall, at his 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 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 the 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 Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, 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 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 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.

Witness _____

Applicant Member _____

Approved and Accepted _____

Date _____

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 Blackland Water Supply Co. (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 use, operate, inspect, repair, maintain, replace, and remove one or more water distribution lines and appurtenances over and across grantor's property (legal description) _

_____ being _____ acres of land, more particularly described in instrument recorded in _____, _____ 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 initial pipeline is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the initial pipeline as installed. Additional pipelines shall thereafter be laid parallel with the initial pipeline.

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 any installed pipeline, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said pipe line as may be necessary to clear the road improvements, which hereby granted shall be limited to a strip of land 15' in width the center line thereof being the initial 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 pipelines and 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 land and that said lands are free and clear of all encumbrances and liens except the following: _____

IN WITNESS WHERE OF the said Grantors have executed this instrument this _____ day of _____, _____.

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he(he) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, _____.

NOTARY PUBLIC IN AND FOR _____ County, _____ State (Seal)

**BLACKLAND WATER SUPPLY CORP.
6715 ST. HWY. 276
ROYSE CITY, TEXAS 75189
972-771-6375 – PHONE
972-771-3276 – FAX**

**MAIL TO:
P.O. BOX 215
FATE, TX 75132**

**ALTERNATE BILLING AGREEMENT FOR
RENTAL ACCOUNTS**

NAME: _____

METER # _____

ADDRESS: _____

ACCT # _____

PHONE #: _____

I hereby authorize Blackland Water Supply Co. to send all billings on my account to the person(s) and address below until further written notice:

PHONE #: _____

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. You will receive a copy of the bill every month.

I also understand that I am responsible to see that this account balance is kept current, as is any other accounts in the Corporation. This account shall not be reinstated until all debt on the account has been retired.

Signature _____

Date _____

**You can now request that personal information
contained in our utility records
not be released to unauthorized persons**

The Texas Legislature recently enacted a bill, effective September 1, 1993 allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

No. There is no charge.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:

**Blackland Water Supply Co.
6715 ST. HWY 276
ROYSE CITY, TX. 75189**

**MAIL TO:
P.O. BOX 215
FATE, TX. 75132**

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must provide this information to (1) an official of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

Yes, I want you to make my personal information(address, telephone number, and social security number) confidential.

Name of Account Holder

Account Number

Address

Area Code/ Telephone

City, State, Zip Code

Signature

BLACKLAND WATER SUPPLY CORP.
6715 ST. HWY. 276
ROYSE CITY, TEXAS 75189
972-771-6375 – PHONE
972-771-3276 – FAX

MAIL TO:
P.O. BOX 215
FATE, TX. 75132

PLEASE READ CAREFULLY

Before closing of property, the following forms must be completed and returned to our office:

A Service Agreement, signed by owners and a customer service inspection by Blackland Water Supply Co. official inspector or a licensed plumber. If a lawn sprinkler system is to be installed, the double check valve will have to be inspected and tested by a **Backflow Prevention Specialist**. This form must be completed and signed before connecting to water supply.

If any of these forms are not completed, service will be terminated until completion. If you have any questions, please contact Blackland Water Supply Co. at 972-771-6375

Signed _____

Date _____

Account # _____

Address _____

Address _____

Phone _____

BLACKLAND WATER SUPPLY CORP.
6715 ST. HWY 276
ROYSE CITY, TEXAS 75189
972-771-6375 – PHONE
972-771-3276 – FAX

MAIL TO:
P.O. BOX 215
FATE, TX 75132

BANK DRAFT APPLICATION

Blackland Water Supply Co. Account # _____ Date: _____

Name: _____

Address: _____

Telephone Number: _____

Bank: _____

Bank Account number to be drafted: _____

(We must have a voided check from the account you wish to draft)

By signing below, I do hereby authorize Blackland Water Supply Co. to draft my regular monthly water bill from the aforementioned financial institution. This authorization shall remain valid until such time as I may terminate the bank draft service.

Customer Signature

Blackland Water Supply Co.

Date

Date

BLACKLAND WATER SUPPLY CORPORATION

**MAILING ADDRESS: P.O. BOX 215 6715 ST. HWY 276
FATE, TX. 75132**

ROYSE CITY, TX. 75189

972-771-6375 PHONE

972-771-3276- FAX

ACKNOWLEDGMENT OF PLUMBING RESTRICTIONS

Purpose

Blackland Water Supply Co. (BWSC) is responsible for protecting BWSC from contamination or pollution which could result from improper plumbing practices. The purpose of this acknowledgment is to notify each customer of the plumbing restrictions which are in place to provide this protection. BWSC enforces these restrictions to ensure the public health and welfare. Each customer must sign this acknowledgment before BWSC will begin service. In addition, when service to an existing connection has been suspended or terminated, BWSC will not reestablish service unless it has a signed copy of this acknowledgment.

Plumbing Restrictions

The following undesirable plumbing practices are prohibited by State regulations.

- No direct connection between BWSC and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from BWSC by an air-gap or an appropriate backflow prevention device.
- No cross-connection between BWSC and a private water system is permitted. These potential threats to BWSC shall be
 - Eliminated at the service connection by the installation of an air-gap or a reduced pressure backflow prevention device.
- No connection which allows water to be returned to the public drinking water supply is permitted.
- No pipe or pipe fitting which contains more than .25% lead may be used for the installation of repair of plumbing at any connection which provides water for human use.
- No solder or flux which contains more than .2% lead can be used for the installation or repair of plumbing at connection which provides water for human use.

Responsibilities

The following are the terms of the responsibilities between BWSC and The under-signed customer.

- BWSC will maintain a copy of this acknowledgment as long as the customer and/or the premises are connected to BSWC.
- The customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. The inspections shall be conducted by BWSC or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during BWSC's normal business hours.
- BWSC shall notify the customer in writing of any cross connections or other

undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.

- The customer shall immediately correct any undesirable plumbing practice on the premises.
- The customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by BWSC. Copies of all testing and maintenance records shall be provided to BWSC.

Enforcement.

IF the customer fails to comply with the terms of the acknowledgment, BWSC shall, at its option, 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 acknowledgment shall be billed to the customer.

Accepted & Agreed PRINTED NAME _____

ADDRESS _____

PHONE _____ ACCT# _____

CUSTOMERS SIGNATURE

DATE