

ATASCOSA RURAL WATER SUPPLY CORP

REQUEST FOR SERVICE

(EXISTING LINE(S) **COMMERCIAL ACCOUNT**)

RETURN ORIGINAL WITH COPY OF FILED PROPERTY DEED

PROPERTY OWNER _____ DATE _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SERVICE ADDRESS _____

TELEPHONE #: HOME _____ WORK _____

CELL _____

GENTLEMAN:

I have submitted herewith, my application for membership and water service from Atascosa Rural Water Supply Corp., along with my grant of easement

I understand my application will be reviewed and within (90) days I will be advised as to the condition under which service can be offered.

I understand that if the system as constructed is adequate for my service request, that I can obtain service (up to 90 days) after payment is made in full.

	Short Service	Long Service
Standard (1) One Inch Meter	\$6,650.00	\$8,150.00
Standard (1 1/2) One & One-Half Inch Meter	\$7,950.00	\$9,450.00
Standard (2) Two Inch Meter	\$10,150.00	\$11,650.00
Standard (4) Four Inch Meter	\$14,150.00	\$15,650.00

I also understand that should the system be unable to accommodate my request, I will be advised as to what the estimated additional cost of the request improvements is which would accommodate my service request.

I have been advised concerning the corporations tariff polices and agree to install, at my cost, the customer check valve and cut off valve.

My proposed building site is not within a flood plain area as shown on F.E.M.A maps

Signature of Applicant

Received By ARWSC and Date

WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY

DATE APPROVED:
SERVICE CLASSIFICATION:
COST:
WORK ORDER #:
ENG UPDATE:
ACCOUNT #:
SERVICE INSEPTION DATE:

(PLEASE PRINT) DATE: _____

APPLICANTS NAME _____

CO APPLICANTS NAME _____

CURRENT BILLING ADDRESS _____

FUTURE BILLING ADDRESS _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER LICENSE NUMBER OF APPLICANT _____

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

(TRANSFERRING MEMBERSHIP) PREVIOUS OWNERS NAME AND ADDRESS

ACREAGE _____ HOUSE HOLD 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 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.

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 [REDACTED] day of [REDACTED], [REDACTED], between

Atascosa Rural Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called corporation) and

[REDACTED] (hereinafter called the applicant and/ or member),

Witnessed:

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. Upon compliance with said policies, including payment of membership fee, the applicant qualifies for membership as a new applicant or continued membership as a new applicant or continued membership as a transferee and thereby may hereinafter be called 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. The applicant may request a copy of the corporation's tariff. A copy of this agreement shall be executed before service will 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 changes as requires by the corporations published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the corporation shall not reestablish service unless is has a current, signed copy of this agreement, and member/applicant has complied with all terms and conditions that caused the service discontinuance.

If this agreement is completed for the purpose of assigning utility service as a part of rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an applicant shall pay and indication of interest fee in lieu of membership fee for the purposes of determining.

A: the number of taps to be considered in the design

B: the number of potential ratepayers considered in determining the financial feasibility of constructing

- 1) A new water system
- 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 corporations tariff, any breach of this agreement shall give cause for the corporation to liquidate, damages, 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 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 corporations policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount of 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 sub meter water to another person's, 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 members property at a point to be chosen by the corporation, and shall have access to its property and equipment located upon members 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 members property. The member shall install, at their own expense, any necessary service line from the corporations facilities and equipment to the point of use, including any customer service isolation valves, back flow prevention devices, clean outs, and other equipment as may be specified by the corporation. The corporation shall also have access to 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 federal Safe Drinking Water Act of Chapter 341 of the Texas Health and Safety Code or and the corporations 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 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 property installation of an airgap or reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified back flow 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 residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

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 identifies during the initial or subsequent inspection. The member shall immediately correct any undesirable practice on their premises. This 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 corporations as required. Failure to comply with the terms of this service agreement shall cause the

corporation to either terminate service or property install, test, or maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to 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 members/ users of the corporation, normal failures of the system of other event beyond the corporation's control.

The applicant shall grant to the corporation permanent record easements 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 the applicants as well as the corporation purposes in providing system-wide service for existing or future members.

By execution here of 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 discountenance of service under the terms and conditions of corporation 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 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 Approved

SERVICE AGREEMENT

- I. **PURPOSE.** Atascosa Rural WSC is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The utility enforces these restrictions to insure the public health and welfare. Each customer must sign this agreement before Atascosa Rural WSC will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system, will not re-establish service unless it has signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by state regulations.
- A) No direct connection between the public drinking water supply and potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the public water system by air-gap or appropriate backflow prevention device.
 - B) No cross-connection between the public water drinking supply and private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure-zone backflow prevention device.
 - C) No connection, which allows water to be returned to the public 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 at any connection which provides water for human use.
 - E) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are terms of the service agreement between Atascosa Rural WSC (the water system) and [REDACTED] (the customer).
- A) The water system will maintain a copy of this agreement as long as the customer and/or the premises is connected to the water system.
 - B) The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the water system or its designated agent prior to initiating new water service; when there is a reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the water systems normal business hours.
 - C) The water systems shall notify the customer in writing of any cross-connections or other potential contamination hazards on his premises.
 - D) The customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
 - E) The customer shall at his expense property install, test, and maintain any backflow prevention device required by the water system. Copies of all testing and maintenance records shall be provided to the water system.
- IV. **ENFORCEMENT.** If the customer fails to comply with the terms of 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, any expenses associated with the enforcement of this agreement shall be billed to the customer.

CUSTOMERS SIGNATURE _____

DATE _____

UNITED STATES DEPARTMENT OF AGRICULTURE

Rural Utilities Service

MUST BE
NOTARIZED

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 Atascosa Rural Water Supply Corp (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 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 record in instrument recorded in Vol._____, Page_____, Deed Record,_____ county, Texas, together with the right of ingress and egress over grantors 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 and additional easement over and across the land described above for the purpose of laterally relocating said water and /or sewer line as many be necessary to clear the road improvements, which easement hereby grant 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 grantors 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 following

Grantor does hereby bind itself , its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to grantee, or grantees 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 Civil Rights Act of 1964 and the regulations issued pursuant there to far 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

Texas Government Code Section 552.024 and Section 182.052 of the Texas Utility Code

Public Access Option

This form should be completed and signed if the member and/or customer of the Atascosa Rural Water Supply Corporation Requests certain information to remain confidential.

(Name-Print)

(Account Number)

Unless you choose to keep the below information confidential, the following information about you may be subject to public disclosure release if requested under the Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information.

	PUBLIC ACCESS	
	NO	YES
Home Address	_____	_____
Home Telephone Number	_____	_____
Information that reveals whether you have family member's	_____	_____
Volume or units of utility usage	_____	_____
The amounts billed to or collected for utility usage	_____	_____
Account number/ information	_____	_____

(Signature)

(Date)