

BRASHEAR WATER SUPPLY CORP
P O BOX 36
BRASHEAR, TEXAS 75420
903-582-2670
Fax 903-612-4061

SERVICE APPLICATION AND AGREEMENT

Please print: _____ Date: _____
Applicant's Name _____

Co-Applicant's Name _____
Current Billing Address: _____ Future Billing _____

Phone# home _____ work _____

Proof of Ownership provided by _____

Driver's License number of Applicant _____

Legal description of property _____
(911 address)

Previous owner's name and address (if transferring membership)

Acreage _____ Household size _____

Number in family _____ Livestock # _____

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/origin of individual applicants on the basis of visual observation or surname.

White ___ Black ___ American Indian ___ Hispanic ___ Other ___
Male ___ or Female ___

Agreement made this _____ day of _____, 20____ between **BRASHEAR WATER SUPPLY CORPORATION**, a corporation organized under the laws of the State of Texas (hereinafter called the corporation) and _____, (Herein called the Applicant and/or Member:

Witnesseth:

The Corporation shall sell and deliver water 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 of 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 the agreement.

If this agreement is completed for the purpose of assigning utility service as a part of the rural domestic water system loan project contemplated with the Farmers Home Administration, and Applicant shall pay on Indication of Interest Fee in lieu of a Membership Fee for the purposed 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 and existing water system, the Applicant

herby 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, and 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 one (1) dwelling or one (1) business. Extension of another, to share, resell, or sub meter water to any other person, 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 inspection 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 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.
- 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 8.0% 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 pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing on or after January 4, 2014, at any connection which provides water for human consumption.
- f. 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-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. The Corporation shall notify the Member in writing of any 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 as 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.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruption 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 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, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Member, 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 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 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.

Witnessed

Applicant/Member

Approved and Accepted

Date Approved

CROSS CONNECTION ALERT

TO ALL MEMBERS OF THE BRASHEAR WATER SUPPLY CORPORATION:

CROSS CONNECTIONS CAN CONTAMINATE A WATER SYSTEM. UNTREATED WATER FROM OTHER WELLS FLOATS FROM WATERING TROUGHS, NOT PROPERLY INSTALLED AND PESTICIDES CAN CONTAMINATE YOUR WATER SYSTEM.

THE TEXAS HEALTH DEPARTMENT REQUEST THAT EACH SYSTEM INSURE THERE ARE NO CROSS-CONNECTIONS. IF A CROSS0CONNECTION IS FOUND, THE HEALTH DEPARTMENT HAS THE AUTHORITY TO CLOSE DOWN THE ENTIRE SYSTEM, UNTIL THE PROBLEM IS CORRECTED.

PLEASE ACKNOWLEDGE YOUR AWARENESS OF THE DANGERS OF CROSS CONNECTION BY SIGNING THIS FORM.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE INFORMATION.

Date _____ Name _____

BRASHEAR WATER SUPPLY REQUIRES

1. No permanent structure should be built on main lines.
2. A cut-off valve is required to be installed on the member' side of the meter so that the Corporation cut-off valve does not have to be used.
3. Any damage done to the corporation's meter, meter box, cut-off valves or water lines Caused by the member or someone the member has hired will be paid for by the Member.
4. All new structures that have water facilities will be inspected by a certified plumbing Inspector and a certified certificate given to the corporation (by the inspector) for Record keeping.
5. The Member must provide reasonable access to the meter for meter reading and Maintenance.
6. Two residents or houses are not allowed on one meter. (one house & one barn only)
7. Property owners are responsible for unpaid bills left by renters.
8. A minimum bill must be paid on each meter whether or not water is used.
9. The International Plumbing code must be used.

Date _____

Name _____