CORPORATION USE ONLY
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# CULLEOKA WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT + CITY SEWER

Please Print:

BILLING ADDRESS: (If different)
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erring Membership)

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

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. Check one below: Check one or more below: Check one below: Hispanic or Latino White Asian Male Not Hispanic or Latino Black or African American Native Hawaiian or Female American Indian/Alaska Native other Pacific Islander

In accordance with Federal law and the U. S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW., Washington, DC 20250-9410 or call 202-720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer.

#### Service Application and Agreement Page 2 of 4

AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_, between Culleoka 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 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 Corporation shall bill wastewater service for the City of Princeton based upon the Corporation's water meter usage. All wastewater service-related issues will be handled by the City of Princeton. Any questions regarding wastewater service will need to be directed to the City of Princeton.

The Corporation shall bill trash removal service for Community Waste Disposal, L.P. on a monthly basis. All trash removal service-related issues will be handled by Community Waste Disposal, L.P. Any questions regarding trash removal service will need to be directed to Community Waste Disposal, L.P.

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, of which a copy can be viewed at the Culleoka Water Supply Corporation office. A copy of this agreement can be found at <u>www.Culleoka.org</u>, forms, Service Agreement Bridgewater Subdivision. This agreement and all accompanying necessary documents must be completed and received 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 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:

- 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 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 Application 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.

Initial

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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 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, potential contamination hazards, and illegal lead materials.

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 also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

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 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 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 8.0% 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 solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

Initial

#### Service Application and Agreement Page 4 of 4

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, 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 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 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 of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By executive 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, system outages due to construction or line upgrades, 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, 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 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.

Applicant

Co-Applicant

\_\_\_\_/\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

Date

Date

## UNITED STATES DEPARTMENT OF AGRICULTURE Farmers Home Administration

### RIGHT OF WAY EASEMENT (General Type Easement)

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 line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted 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 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:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for 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\_\_\_\_.

ACKNOWLEDGEMENT

STATE OF TEXAS 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 (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_County, Texas.

# 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 non-profit water supply corporations to give their customers the option of making the customer's address, telephone number, and social security number confidential.

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

We must still provide this information to (1) an official or employee 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, garbage, electricity, or drainage service for compensation. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with any meeting of the Corporation's members.

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# DETACH AND RETURN THIS SECTION

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

Name of Account Holder

Account Number

Address

Telephone Number

City, State, Zip Code

Signature



City of Princeton 123 W Princeton Drive PO Box 970 Princeton, Texas 75407 Phone: 972-736-2711 Fax: 972-734-2548 www.princetontx.gov

### **APPLICATION FOR SEWER SERVICE**

	Name:
	Physical Address:
	Mailing Address (if different)
	Telephone number(s):
	Driver's license number:
	Email address:
Have y	ou had utility service with the City of Princeton before? Yes No
	If so, dates Service Address
	Payment of \$100 for service fee and sewer deposit (\$25 service fee is not refundable)
H	Copy of driver's license
$\bigcup$	Copy of Culleoka Water Supply Corporation application. (Culleoka will provide.)
	ng for sewer services will be handled by Culleoka Water Supply Corporation along with your water services. Any ons regarding billing will need to be directed to Culleoka Water Supply Corporation.

Customer Signature

Date



# Solid Waste and Recycling Form for Bridgewater/Branch Village Residential Community Princeton, TX

Customer Name:\_\_\_\_\_

Address of Property:\_\_\_\_\_

Move in Date:\_\_\_\_\_

Standard: 95-gallon trash cart and 95-gallon recycling cart.

# **Important Information**

- Culleoka Water Supply Corporation does not handle waste services. Your waste service provider is CWD (Community Waste Disposal). Questions or concerns: (972) 392-9300.
- Waste Customer Service email is <a href="mailto:custsvc@communitywastedisposal.com">custsvc@communitywastedisposal.com</a>.
- Trash and Recycle collection day is Friday of each week. All collection carts should be curbside by 7:00am each Friday.
- Culleoka Water Supply Corporation will act as a third-party billing agent for CWD. For billing questions call: (972) 736-2592.

Signature of Applicant

Date

Signature of Co-Applicant

Date



P. O. Box 909 3388 FM 982 Princeton, Texas 75407 (972) 736-2592 (972) 736-3587 Fax

# Culleoka Water Supply Corp

# **BACKFLOW DEVICES**

#### Reasons for having a Backflow Device:

The backflow device on your property was installed as an integral part of your irrigation and/or water system. It is designed to prevent contaminants from entering water lines that go directly to your house and the overall water system. The Texas Commission on Environmental Quality (TCEQ) requires that the system be tested annually, at the customer's expense, and that the results be provided to Culleoka Water Supply Corp. The person performing the test must be BPAT Certified in testing and repairing backflow prevention devices.

#### Who needs one?

Any connection that has an irrigation system, sprinkler system or well system is required (by TCEQ) to have a backflow device installed and to be tested every year by a licensed inspector.

#### SC Tracking Solutions

We have partnered with SC Tracking Solutions for testing of these devices. You can go to www.sctrackingsolutions.com for more information.

I understand that my backflow device must be tested annually to remain in compliance. I also understand that if I do not schedule with a licensed inspector when it is due, Culleoka Water Supply Corp. will have my device tested and I will be charged.

Customer Name Co-Applicant \_\_\_\_\_

Address \_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

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P. O. Box 909 3388 FM 982 Princeton, Texas 75407 (972) 736-2592 (972) 736-3587 Fax

### Third Party Billing Information

Culleoka Water Supply Corporation is a member-owned, non-profit water supply corporation organized under laws of the State of Texas and operates under Certificate of Convenience and Necessity #10159 issued by the State. The water supply operates under provisions of Chapter 67, non-profit Water Supply or Sewer Service Corporations, of the Texas Water Code and applicable provisions of the Business Organization Code for the purpose of furnishing potable water utility service. The water supply was incorporated in 1965 for the purpose of providing potable water to the rural area located south of Princeton and north of Lake Lavon.

In an effort to streamline the billing process for the residents in Culleoka Water Supply Corporation's CCN that receive multiple utility services Culleoka Water Supply Corp. has entered into contracts with the City of Princeton for Sewer services and with Community Waste Disposal (CWD) for Trash services to provide Third Party Billing Services for their respective services to Bridgewater and other like Subdivisions.

Any questions regarding Sewer Billing Rates or Sewer Service Issues should be directed to the City of Princeton at (972) 736-2711.

Questions regarding Trash Service or Missed Trash Pickup should be directed to CWD Customer Service at (972) 392-9300 or email to: custsvc@communitywastedisposal.com,

Acknowledged & Accepted:

Applicant

Co-Applicant

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