



CWSC USE ONLY

Date Approved: _____

Cost: _____

Lot: _____ Blk: _____

Account Number: _____

**CULLEOKA WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

PROPERTY ADDRESS:

CONTACT ADDRESS: (If different)

PHONE NUMBER – Mobile () _____ - _____ **Work** () _____ - _____

CO-APPLICANT PHONE NUMBER () _____ - _____

EMAIL:

BILLING EMAIL: (If different)

PREVIOUS OWNER'S NAME AND ADDRESS

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.			
<u>Check one below:</u>		<u>Check one or more below:</u>	
<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> White	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Not Hispanic or Latino	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Native Hawaiian or other Pacific Islander	<input type="checkbox"/> Female
	<input type="checkbox"/> American Indian/Alaska Native		

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, 14th and Independence Avenue, SW., Washington, DC 20250-9410 or call 202-720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer.

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 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 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.

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.

Initial _____ / _____

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, and as per the CSWC Tariff, a service agreement must exist for an annual inspection and test by a BPAT certified backflow prevention device tester at the member's expense.
- 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 at the Member's expense.
- 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.

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.

Initial _____ / _____

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 suspend water service at the service connection. Any expenses associated with the enforcement of this agreement shall be the sole responsibility of 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 Member Signature

Co-Applicant Member Signature

_____/_____/_____
Date

_____/_____/_____
Date



Culleoka Water Supply Corp.

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

BACKFLOW DEVICE ACKNOWLEDGEMENT

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 into your home and back into the overall water system. The Texas Commission on Environmental Quality (TCEQ) requires the system to be tested upon installation. CWSC requires that the system be tested annually thereafter, at the customer's expense. Test results must be provided in writing to Culleoka Water Supply Corp. from SC Tracking Solutions. 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. This is required by TCEQ upon installation & CWSC thereafter requires annual testing of the backflow device, by a BPAT Certified in testing and repairing backflow prevention devices.

SC Tracking Solutions

We have partnered with SC Tracking Solutions for testing of these devices. Please go to www.sctrackingsolutions.com for more information regarding backflow testing and a list of BPAT certified testing and repair companies. BPAT's send all required results to S.C. Tracking Solutions, ensure BPAT's are properly certified and CWSC Member is in compliance.

I understand that my backflow device must be tested annually to remain in compliance. I also understand that failure to stay in compliance will result in suspension of water service and additional fees. Water service cannot be restored until all fees are paid in full and notification of compliance is received.

Customer Name _____ Co-Applicant _____

Address _____

Signature _____

Date _____

Co-Applicant Signature _____

Date _____

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PRIVACY POLICY STATEMENT

YOU CAN NOW REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

As of September 1, 1993 the Texas Legislature recently enacted a bill 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.

SIGN TO ALLOW CWSC TO KEEP YOUR INFORMATION CONFIDENTIAL

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

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.

UTILITY EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS
COUNTY OF _____

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KNOW ALL MEN BY THESE PRESENTS:

That _____ hereinafter individually or collectively "Grantor"), for and in consideration of TEN DOLLARS AND NO/00 (\$10.00) and other good and valuable consideration paid to Grantor by the _____ WATER SUPPLY CORPORATION (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water pipelines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in an instrument recorded in Volume _____, Page _____ of the real estate records of _____ 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 twenty feet (20') in width and shall be located as shown on the attached exhibit.

Grantor also grants and conveys unto Grantee a twenty foot (20') wide temporary construction easement for use in connection with the initial installation of a pipeline or pipelines by Grantee in the permanent easement described above, and for the storage of excavation material resulting from such construction. The temporary construction easement will expire upon completion of construction and acceptance of the pipeline or pipelines by Grantee.

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: (i) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (ii) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's pipelines, appurtenances and facilities, or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (iii) the right to abandon-in-place any and all pipelines, appurtenances and facilities, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned pipelines, appurtenances and facilities.

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 pipeline or facilities installed by Grantee in the permanent easement described above, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said pipeline or facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the pipeline as relocated.

Grantor, Grantor's successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent; provided further that Grantor, Grantor's successors and assigns, may construct, dedicate and maintain over and across the easement such driveways, utility lines and fences as will not interfere with Grantee's use of the easement for the purposes aforesaid.

Grantee shall clean up and remove all trash and debris caused by the installation of pipelines, appurtenances and facilities hereunder, and shall repair or replace existing fences and repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities referred to herein, and the Grantee will maintain such easement in a state of good repair so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

Grantor does hereby bind itself and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When context requires, singular nouns and pronouns include the plural.

GRANTOR(S):

STATE OF TEXAS
COUNTY OF _____

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Before me, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____ 20____.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

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BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____ 20____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO: