

**STEPHENS REGIONAL SPECIAL UTILITY DISTRICT
STANDARD RESIDENTIAL SERVICE APPLICATION AND AGREEMENT**

<p align="center"><u>DISTRICT USE ONLY</u></p> <p>Date Approved: _____ Service Classification: _____ Cost: _____ Account Number: _____ Service Inspection Date: _____</p>
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Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER – Home _____ Work _____ Cell _____

PROOF OF OWNERSHIP PROVIDED BY _____

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)

ACREAGE _____ HOUSEHOLD/DWELLING SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

TYPE OR CLASSIFICATION OF USE: RESIDENTIAL COMMERCIAL NON-STANDARD
USE (If you checked any type of service other than Residential, please contact the office as you may be required to complete a Non-Standard Service Agreement.)

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/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

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, 20___, between

Stephens Regional Special Utility District, a local government entity which is a Political Subdivision of the state of Texas organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant),

Witnesseth:

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws and Service Policy of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said Service policies, including payment of a Deposit Fee, Impact Fee, Re-Service Fee, Meter Installation/ Tap Fee, and other charges as specified in the District's Service Policy as may be necessary based on the type and needs of the Applicant's service request, the Applicant qualifies for service as a new applicant or continued service as a transferee and thereby may hereinafter be called an Applicant.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policy and upon the terms and conditions set forth therein, a copy of which has been provided and made available as an information packet, for which Applicant 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 service of any Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District 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 system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit Fee and Impact 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 District's policies, shall further qualify as an applicant and the Indication of Interest Fee shall then be converted by the District to a Deposit Fee and Impact Fee. Applicant further agrees to pay, upon becoming an applicant, the monthly charges for such service as prescribed in the District's Service Policy. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service in the District 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 District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's Deposit Fee and Impact Fee.

All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the Applicant or customer and is to provide service to only one (1) dwelling, one (1) residence, one (1) household, 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 any other persons, dwellings, businesses, or property, etc., is prohibited. Any changes to the customers facilities from residential to any other classification and/or any change in the number of users, or change in water demand or use occurs; or the property becomes a developmental property of any nature such as a subdivision, subdivides into smaller tracts, lots, ranchettes, or the property is otherwise divided for sale or ownership, or the water demands change from those originally applied for to a different service classification, the applicant, its grantors, successors, assigns, heirs, and/or legal representatives shall immediately reapply for service under the Non-Standard Service section of the District's Service Policy (Section E.4. of the District's Service Policy) as a matter of course or if not, shall do so upon the request of the District. Changes in classifications of service may be dependent upon service availability and the applicant may be subject to additional costs for service as a result of the change in classification.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Applicant'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 District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District'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 District. The District shall also have access to the Applicant'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 the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the District's service policies.

The District 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 District 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 air gap 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 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 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 District shall maintain a copy of this agreement as long as the Applicant and/or premises is connected to the public water system. The Applicant 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 District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District 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 Applicant.

The District hereby notifies the Applicant that dual check valves are routinely installed on new and existing services. Dual check valves create a closed system for the Applicant's facilities which helps to ensure the health and safety of all customers and helps protect the public from possible cross-connection contamination. The Applicant is hereby advised that as a result of the installation of dual check valves, the possibility of thermal expansion is present within the Applicant's closed system. **NOTICE:** To prevent possible damage or harm from thermal expansion, all Applicants shall install and maintain adequate thermal and/or properly vented pressure relief valves on all hot water heaters attached to the Applicant's service lines. All aspects of the installation, maintenance, and repair should be accomplished under the supervision of a licensed plumber with experience in these types of devices.

In the event the total water supply is insufficient to meet all the needs of the Applicants, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policy or as approved by the District's Board of Directors. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Applicant/users of the District, normal failures of the system, failure to properly install or maintain appropriate thermal expansion devices, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system wide service for existing or future Applicants. In order to accomplish repairs and work on the District's lines and equipment the customer further agrees that no building, structure, fence, or encumbrance of any kind will be erected, placed, or otherwise created by the applicant on or adjacent to the District's facilities and right of way without the

expressed written consent of the District. Any additional cost or expense incurred by the District as a result of the applicant's failure to provide and maintain access to the District's lines and facilities for maintenance, repair, or other operations shall be billed to the applicant.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns the property. Said guarantee shall pledge any and all Deposit Fees against any balance due the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the District's Service Policy.

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 District.

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 District's Service Policy.

Applicant/Customer-

Co-Applicant Member

District Approved and Accepted

Date Approved