

Topsey Water Supply Corporation Service Application and Agreement

Service Application Instructions

This application must be filled out by the applicant only.

The below listed information must be completed in full to be considered for water service.

Applicant Information

Date: _____

Applicant's Name: _____

Co-Applicant's Name: _____

Service Address: _____
(Address where water meter is located)

Billing Address: _____
(If different than service address)

Phone Number: Home (_____) _____ Cell (_____) _____

E-mail address _____

Driver's License Number: _____

Legal Description of Property: (Include name of road, subdivision, lot and block number)

Previous Owner's Name and Address: (if transferring Membership)

Acreage: _____ Household Size: _____

Number in Family: _____ Livestock & Number: _____

Special Service Needs Requested:

Service Agreement

This agreement is made between Topsey Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation), and _____ (hereinafter called the Applicant/Member).

Please Print Full Name

Provision of Water Service

The Corporation agrees to sell and deliver water service to the Applicant, who in turn agrees to purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariffs of the Corporation, as amended from time to time by the Board of Directors. Upon meeting all requirements, including payment of the Membership Fee, the Applicant will qualify for Membership as a new applicant or continued Membership as a transferee and may hereinafter be called a Member.

The Member agrees to pay for service as determined by the Corporation's tariff and according to the terms and conditions provided. The Member acknowledges and understands that a signed copy of this agreement is required before service can begin.

Membership and Service Discontinuation

The Board of Directors has granted authority to the General Manager to discontinue service and cancel Membership for non-compliance with Corporation policies or failure to pay any required fees or charges. Service will not be re-established until any current outstanding charges are paid in full.

Water Metering and Service Restrictions

All water will be metered by equipment furnished and installed by the Corporation. The meter is for the sole use of the Member or customer, serving only one dwelling or business. Extension of pipe(s) for service transfer, sharing, resale, or sub-metering to others is prohibited.

The Corporation reserves the right to determine the location of the water service meter and necessary connecting pipes on the Member's property and shall have access to its equipment at all reasonable times. Upon discontinuation of service, the Corporation may remove its equipment. The Member is responsible for installing, at their own expense, any service lines from Corporation facilities to the point of use, including customer service isolation valves, backflow prevention devices, and other equipment as specified.

The Corporation has the right to inspect for cross-connections, contamination hazards, illegal lead materials, and any violations of federal or state regulations, including the Safe Drinking Water Act and Chapter 341 of the Texas Health & Safety Code.

Prohibited Practices and Compliance

The Corporation is responsible for protecting the drinking water supply from contamination. The following practices are prohibited by state regulations:

- No direct connection between the public drinking water supply and a potential contamination source is allowed. Potential sources must be isolated by an air gap or appropriate backflow prevention assembly.
- No cross-connection between the public supply and a private system is allowed. Such threats must be eliminated by proper installation of an air gap or reduced pressure-zone backflow prevention assembly, with annual inspection and testing by a certified tester.
- No connection permitting condensing, cooling, or industrial process water to be returned to the public supply is allowed.
- No pipe or pipe fitting containing more than 8.0% lead may be used for plumbing installations or repairs for human consumption after July 1, 1988.
- No solder or flux containing more than 0.2% lead may be used for plumbing installations or repairs for human consumption after July 1, 1988.

The Corporation will maintain a copy of this agreement as long as the Member or premises remains connected. The Member must allow property inspections for cross-connections and potential hazards, conducted by the Corporation or its agent during normal business hours.

Correction of Undesirable Practices

The Corporation will notify the Member in writing of any identified cross-connections or undesirable practices. The Member must correct such practices immediately and, at their own expense, properly install, test, and maintain any required backflow prevention device, providing records to the Corporation as needed. Failure to comply may result in service termination or the Corporation installing and maintaining the device at the Member's expense.

Emergency Rationing and Liability

If the total water supply is insufficient or in case of shortage, the Corporation may initiate the Emergency Rationing Program as specified in its Tariff. The Applicant agrees to comply with this program. The Applicant also agrees to hold the Corporation harmless for any damages resulting from service interruptions due to waterline breaks, tampering, normal failures, or events beyond the Corporation's control.

Easements and Other Charges

The Applicant grants the Corporation permanent recorded and/or understood/implied easements for access and use as needed to construct, maintain, replace, upgrade, or operate any facilities, water lines and infrastructure necessary to serve the Applicant and other members. The Applicant guarantees payment of all rates, fees, and charges due on any account for which they are the signed applicant.

Non-Compliance and Misrepresentation

Non-compliance with this agreement may result in denial or discontinuance of service until violations are corrected. Any misrepresentation of facts in this agreement will result in discontinuance of service in accordance with the Corporation's tariff.

Signatures

Applicant/Member

Date

Approved and Accepted
Form RD-TX 442-8 (Rev. 6-06)

Date Approved

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.

Ethnicity: __ Hispanic or Latino, __ Not of Hispanic or Latino **Race:** __ White, __ Black or African American, __ Asian, __ American Indian/Alaska Native, __ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EQUAL OPPORTUNITY PROGRAM
