

Virginia Hill Water Supply Corporation

Service Application And Agreement

CORPORATION USE ONLY	
Date	_____
Cost	_____
Acct. No.	_____

Please Print:

MUST BE COMPLETED BY PROPERTY OWNER(S) LISTED ON DEED

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS MOVING FROM:

BILLING ADDRESS MOVING TO:

PHYSICAL ADDRESS OF METER LOCATION _____

PHONE NUMBER - HOME (____) _____ **WORK** (____) _____

E-MAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY (Provide a copy of either your RECORDED Warranty Deed or Deed of Trust): _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

PREVIOUS OWNER'S NAME AND ADDRESS (If Transferring Membership)

ACREAGE _____

HOUSE SIZE _____ SQ. FT.

NUMBER IN FAMILY _____

MOBILE/MANUFACTURED HOME: YES NO (Circle One)

SPECIAL SERVICE NEEDS OF APPLICANT _____

AGREEMENT made this [REDACTED] day of [REDACTED], 20[REDACTED], between Virginia Hill Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and [REDACTED] (hereinafter called the Applicant and Co-Applicant/Members),

WITNESSETH:

The Corporation shall sell and deliver water service to the Applicant and Co-Applicant and the Applicant and Co-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 and Co-Applicant qualifies for Membership as new applicants or continued Membership as Transferees and thereby may hereinafter be called Members.

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. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant. 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 and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

The Board of Directors shall have the authority to 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. **IF THE CORPORATION'S EQUIPMENT IS TAMPERED WITH OR WATER IS TAKEN BY MEANS OF AN UNAUTHORIZED CONNECTION OR BOTH, THE MEMBER SHALL FORFEIT ALL RIGHTS AND PRIVILEGES OF MEMBERSHIP; THE MEMBER SHALL FORFEIT ALL CONNECTION AND TAP RIGHTS; THE METER SHALL BE REMOVED; AND THE LINE TAP SHALL BE SEALED.**

All water shall be metered by meters to be furnished and installed by the Corporation. The meter remains the property of the Corporation and is for the sole use of the Members or customers 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 sub-meter water to any other persons, dwellings, businesses, or property is prohibited.

The Corporation shall have the right to located 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 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, pressure regulator valve, backflow prevention devices 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, 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 and/or the Corporation's Tariff and Service Policies.

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:

- 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.
- No cross-connection between the public drinking water supply and a private water system is permitted. All private water systems (private wells) must be disconnected from the residence. 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 (RPZ) backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply.
- No solder or flux which contains more than 0.2% lead may be used for the installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member 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 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 their expense, properly install, test and maintain any backflow prevention device required by the Corporation. The original copy 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 Member, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of the Agreement, the Applicant and Co-Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant and Co-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, Applicant's/Co-Applicant's use of the valve on the street side of the meter for a customer cut-off valve, normal failures of the system or other events beyond the Corporation's control.

The Applicant and Co-Applicant 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 such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future members, on such forms as required by the Corporation.

By execution hereof, the Applicant and Co-Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant and Co-Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fee shall give rise to discontinuance of service under the terms and conditions of the Corporation's Tariff. APPLICANT AND CO-APPLICANT ACKNOWLEDGES THAT NONPAYMENT OF AMOUNTS DUE TO THE CORPORATION WILL RESULT IN DISCONNECTION OF THE WATER SERVICE TO MEMBER'S PROPERTY. IN THE EVENT WATER SERVICE IS DISCONNECTED, A FEE SET BY THE CORPORATION IN ITS TARIFF WILL BE CHARGED AND MUST BE PAID BEFORE SERVICE WILL BE RECONNECTED.

The Corporation does not provide nor imply that fire protection is available on any of the distribution system. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments.

Any misrepresentation of the facts by the Applicant or the Co-Applicant on any part of this Service Agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

BACK FLOW/CROSS CONNECTION PREVENTION PROGRAM SURVEY

YES **NO** **PLEASE ANSWER ALL QUESTIONS**

- | | | |
|---|---|--|
| X | X | Does the property that water services is being requested for have an operative well? |
| X | X | Are there multiple dwellings on the property requesting service? |
| X | X | Are there water troughs on the service property? |
| X | X | Do the faucets have vacuum-breaking bibs permanently attached? |
| X | X | Do you have a swimming pool? |
| X | X | Do you have a sprinkler system? |
| X | X | Are you aware of any other potential sources of contamination? |

APPLICANT'S SIGNATURE

CO-APPLICANT'S SIGNATURE

VHWSC REPRESENTATIVE

DATE