USDA Form RUS-TX 1942-11 (8/96)

Spring Valley

WATER SUPPLY CORPORATION SERVICE APPLICATION & AGREEMENT

CORPORATION USE ONLY	
Date Approved	
Service Classification	
Cost	
Work Order Number	
Eng. Update	
Account Number	
Service Inspection Date	

Diagon Duinte DATE	Account Number Service Inspection Date
Please Print: DATE	
APPLICANT'S NAME	
CO-APPLICANT'S NAME	
CURRENT BILLING ADDRESS:	FUTURE BILLING ADDRESS:
PHONE NUMBER - Home (
NUMBER IN FAMILY	LIVESTOCK & NUMBER
NOTE: FORM MUST BE COMPLETED BY A LOCATION MAY BE REQUIRED).	PPLICANT ONLY. (A MAP OF SERVICE
The following information is requested by the Federal Government of the Federal Government of the Federal Governments of the Federal Government of t	licipate in this program. You are not required to furnish this will not be used in evaluating your application or to

Page 2 of 4

Agreement made this	day of		, 20	_ between Spring Valley
Water Supply Corporation, a cocorporation) and	orporation organized	under the laws of the S	State of Texa	s (hereinafter called the
(Hereinafter called the Applica	nt and /or Member),			
Witnesseth:				

The Corporation shall sell, and/or deliver water service to the Applicant and the applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation amend 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 a 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 must 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 Corporation's published rates, fees, and condition of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-established 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 rural domestic water 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 purpose 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
 - 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 then shall be converted by the Corporation to a Membership fee. Applicant agrees to pay, upon becoming a Member, the monthly charges for such services as prescribe 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 said location is deemed infeasible by the Corporation as a part of this project, the Applicant 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 purpose of the 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 furnished and installed by the Corporation .The meter 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 to any other persons, dwellings, businesses, or property, ect., is prohibited.

The Corporation shall have the right to locate a water service meter and pipe necessary to connect the meter on the Member's property at a point to be determined by the Corporation, and shall have access to its property and equipment located upon the Members premise 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 service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the corporation. The Corporation shall have access to the member's property for the purpose of inspecting for possible cross-connection and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The service agreement services as notice to each customer of the plumbing 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 plumbing practices are prohibited by state regulations.

- a) No direct connections 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 supply by an air gap or an appropriate backflow prevention Device. Additionally, all pressure relief valves and thermal expansion deices must be in compliance with state plumbing codes.
- b) No cross connection between the public drinking water supply and private well is permitted. These potential threats to the public drinking water supply shall be eliminated at the service by an air gap or reduced pressure-zone backflow device Installed by an approve installer and a contract to have it tested annually and a the original copy of the test returned to the water company for their records.
- 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 fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- e) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.
- f) No plumbing fixture is to be installed which is not in compliance with state-approved plumbing code.

The Corporation shall maintain a copy of this service 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 and any other undesirable plumbing practices. 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 following will be inspected: New construction, modifications/ renovations that involve plumbing any structure, including mobile homes, moved into the CCN of the Corporation and are connected to the water system. Additionally. If a cross connection, backflow potential is suspected an inspection will be accomplished.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his own 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 these terms of this service agreement shall cause the Corporation to terminate the service or properly install, test, maintain an appropriate back flow prevention device at the service connection. Any expense associate with the enforcement with 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 ration Rationing Program as specified in the Corporation's tariff, By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

Page 4 of 4

By execution hereof, the Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal systems failures, and the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, 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 exciting hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which the Applicant owns a Membership. 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 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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and condition of the Corporation's tariff.

Applicant Member		
• •	i €	

Disinfected Notice

Spring Valley WSC uses chloramines for disinfection. This in intended to benefit the customer by reducing the levels disinfection by products (DBPs) in the systems, while still providing protection from the waterborne disease.

However, the use of chloramines can cause problems to persons dependent on dialysis machines. A condition known as hemolytic anemia can occur if the disinfectant is not completely removed from the water that is used for dialysis. Consequently, the pretreatment scheme used for the dialysis units must include some means, such as charcoal filter, for removing the chloramine prior to using water supplied by Spring Valley WSC. Medical facilities should also determine if additional precautions are required for other medical equipment.

In Addition, chloraminated water may be toxic to fish. If you have a fish tank, please make sure that the chemicals or filters that you are using are designed for use in water that has been treated with chloramines. You may also need to change the type of filter that you use for the fish tank.