

**WELLBORN SPECIAL UTILITY DISTRICT
SERVICE APPLICATION AND AGREEMENT**

Please print DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS

FUTURE BILLING ADDRESS:

PHONE NUMBER – Home (_____) _____ - _____ Work (_____) _____ - _____

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

ACREAGE _____

HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____

LIVESTOCK AND NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

CLOSING/EFFECTIVE DATE: _____

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 American Indian/Alaskan native
 Asian Native Hawaiian or Other Pacific Islander

Gender: Male Female

AGREEMENT made this _____ day of _____, 20____, between Wellborn Special Utility District, (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 "Rules governing water service for Wellborn Special Utility District" as amended from time to time by the Board of Directors of the District.

The Applicant shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein. A copy of the 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 water 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.

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 Farmers Home Administration, and Applicant shall pay an Indication of Interest Fee in lieu of an Application 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 District's policies, shall further qualify as an Applicant and the Indication of Interest Fee shall then be converted by the District to an Application Fee. Applicant further agrees to pay, upon becoming and Applicant the monthly charges for such service as prescribed in the District's Rules. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as in 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 an application in the District and the Indication of Interest Fee, less expense, 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 purpose of this agreement and Indication of interest Fee shall be on an amount equal to the Application fees.

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 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.

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 the District 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 and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing 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 plumbing 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 drinking water supply by an air gap or an appropriate backflow prevention assembly in accordance with the state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- b. No cross-contamination 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 .25% 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 of 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 are connected to the public water system. The Applicant shall allow his/her property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 plumbing practices which have been identified during the initial or subsequent inspection.

The Applicant shall immediately correct any undesirable plumbing practice on their premises. The Applicant shall at his/her 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, tests, and maintain as appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

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 Applicants/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant is responsible for informing all contractors, other utility companies or anyone who will be digging on your property, of the location of the waterline. Advance notice to our office of such construction will allow us time to spot our waterlines. Please call (979) 690-9799 as early as possible before anyone begins digging.

The Applicant shall grant to the District, 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 District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account. Said guarantee shall pledge any and all Fees against any balance due the District. Liquidation of said Fees shall give rise to discontinuance of service under the terms and conditions of the District Rules.

By execution thereof, 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 Rules.

Applicant

Date

**CONFIDENTIALITY FORM FOR
WELLBORN SPECIAL UTILITY DISTRICT CUSTOMERS**

Under law you can request that personal information contained in our utility records not be released to unauthorized persons. This information consists of the customer's home address, telephone number and social security number.

We must still provide this information, when requested, to certain state agencies or any agency of the Federal Government.

If you wish to keep this information confidential, please sign below acknowledging the request.

Signature

Date

HAZARDOUS SERVICE CONNECTION POLICY

§209.444 (h)(1)(A) At any residence or establishment where an actual or potential contamination hazard exists, additional protection shall be required at the meter in the form of an air gap or backflow prevention assembly. The type of backflow prevention assembly required shall be determined by the specific potential hazard identified in §290.47(i) of this title (relating to Appendices).

Please check all boxes that are applicable:

| Description of Premises | X |
|--|---|
| Aircraft and missile plants | |
| Animal feedlots | |
| Automotive Plants | |
| Breweries | |
| Canneries, packing houses and rendering plants | |
| Commercial car wash facilities | |
| Commercial laundries | |
| Cold Storage facilities | |
| Connection to sewer pipe | |
| Dairies | |
| Docks and dockside facilities | |
| Dye works | |
| Food and beverage processing plants | |
| Hospitals, morgues, mortuaries, medical clinics, dental clinics, veterinary clinics, autopsy facilities, sanitariums, and medical labs | |
| Metal manufacturing, cleaning, processing, and fabrication plants | |
| Microchip fabrication facilities | |
| Paper and paper products plants | |
| Petroleum processing or storage facilities | |
| Photo and film processing labs | |
| Plants using radioactive material | |
| Plating or chemical plants | |
| Pleasure-boat marinas | |
| Private/Individual/Unmonitored Wells | |
| Rainwater harvesting system | |
| Restricted, classified or other closed facilities | |
| Rubber plants | |
| Sewage lift stations | |
| Sewage treatment plants | |
| Slaughter houses | |
| Steam plants | |
| Tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter | |

I, _____, acknowledge that the information given is correct and true.

Signature: _____

NOTICE
TO HOMEOWNERS AND PLUMBERS

WELLBORN SPECIAL UTILITY DISTRICT (hereafter called utility) hereby notifies all plumbers and homeowners that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility has adopted Southern Standard Plumbing Code as the prevailing guide for plumbing construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross-connection between the public drinking water supply and a private water system or well exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 0.25% lead exists in the private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities installed on or after July 1, 1988.
6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner and plumber shall be present to demonstrate compliance.

Signature of Homeowner

Date

Signature of Plumber

Date

Plumber's name and License No. (Please Print)

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by WELLBORN SPECIAL UTILITY DISTRICT (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across _____ acres of land, more particularly described instrument recorded in Vol _____, Page _____, Deed Records, Brazos County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20__.

ACKNOWLEDGMENT
STATE OF TEXAS, COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20__.

Notary Public in and for State of Texas