RUS-TX Bulletin 1780-9
(Rev. 5/2017)

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

MOORE STATION

WATER SUPPLY CORPORATION

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 (if transferring Membership)

_____

_____

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

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.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

AGREEMENT made this _____ day of _____, _____, between

_____ Water Supply Corporation,

a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and

_____ (hereinafter called the Applicant

and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater 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 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 qualifies for Membership as a new applicant or 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. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service will 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 by the Corporation's published rates, fees, and conditions of service. 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater 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 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 Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed 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 service to 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 purposes of this 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 to be furnished and installed by the Corporation. The meter and/or wastewater 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 water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate 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 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 any customer service isolation valves, backflow prevention devices, clean-outs, 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 or and 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:

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 airgap 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 airgap 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% lead may be used for the installation or repair of any public water supply.

e. 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 is 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. Copies 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 Members, 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 this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the 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, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. 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 the 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 of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnesseth	Applicant Member
Approved and Accepted	Date Approved

Moore Station Water Supply Corporation
4700 CR4319
Larue, TX 75770
903-852-3395
903-852-7415 Fax

Easement Form

Date: _____

_____ _____
Applicant's Name Meter#

_____
Address

Easement:

A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows **Moore Station Water Supply Corporation** access to the applicant's property for future maintenance, facility replacement, and or installation of any additional pipelines if applicable.

I, _____ do hereby grant **Moore Station Water Supply Corporation** access to my property to perform maintenance repairs as needed.

_____
Applicant's Signature

Sworn to and subscribed before me this _____ day of _____.

_____
Notary

copy to PWS

TNRCC REGULATORY GUIDANCE

Water Utilities Division, Utility Rates & Services Section 512/239-6100
FAX 512/239-6145

RG-219
March 1996

SUBJECT: *One Meter Per Residence* Requirements

The following are excerpts from TNRCC rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

These rules apply to public water utilities:

> One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [291.89(a)(4)]

> Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

These rules apply to retail public utilities and public water systems:

> Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

> Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

stions? Contact the Consumer Assistance Team, Water Utilities Division, MC153 at the phone number shown above or the address shown below.

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TNRCC REGULATORY GUIDANCE

Water Utilities Division, Utility Rates & Services Section
RG-219a
March 1996

SUBJECT: Requisito de "Un Medidor Por Residencia"

Los siguientes son extractos de las Reglas de la Comisión para la Conservación de los Recursos Naturales de Texas [TNRCC]. Los números y letras en paréntesis indican donde se encuentran estas reglas en el Código Administrativo de Texas (30 TAC).

Estas reglas se aplican a las compañías públicas para la provisión de agua:

> Un medidor es necesario para cada conexión de servicio residencial, local comercial, o local industrial. Un edificio de departamentos o un parque de remolques o casas móviles puede ser considerado como un local comercial para el propósito de estas secciones. El director ejecutivo puede dar una excepción a este requisito de medidores individuales si la plomeria de un edificio de uso múltiple o de varios ocupantes prohibiera la instalación de medidores individuales a un costo razonable, o si resultara en una interrupción innecesaria del uso normal de la propiedad. [291.85(a)(3)(B)]
>
> Uso de medidor. Todos los cargos de servicio de agua deben basarse en lecturas del medidor, excepto cuando otra forma de facturar esté autorizada en la tarifa aprobada para esa compañía. [291.88(a)(1)]

Estas reglas se aplican a compañías públicas para la provisión de agua y a sistemas públicos de agua:

> Cada sistema público de agua debe proveer medidores de agua en cada conexión de servicio para la acumulación de información de consumo de agua. [290.44(d)(4)]
>
> Conexión de Servicio - Una residencia de una sola familia o un establecimiento comercial o industrial que recibe agua potable del sistema público de agua. [290.38]

¿I[illegible]tas? Llame a Consumer Assistance, Water Utilities Division, MC153 al número telefónico que se muestra en el titular o en la dirección que se [illegible]uentra al final de la página.

MooreStation Water Supply Corporation

This Membership Certificate is hereby

Presented to _____

C R.3429 F M -314 South
LaRue Tx. 75770
(903) 852-3395

Date _____

This Certificate entitles that _____ is a member of the M./S. W.S.C.. The payment of membership fee or transfer of membership fee shall entitle an applicant to further qualify for one connection to the system.A person may own more than one membership but each member shall be entitled to only one vote regardless of the number of memberships owned.

Members will be refunded this fee if their is no outstanding balance owed M./S. W.S.C.. If their is a balance owed the remainder amount will be given. This fee will be given only upon request. Thank You!

Membership Fee _____

_____
Meter I D Number

Re-fundable