

**CWSC USE ONLY**

Date Approved: _____ Blk ____ Lot ____

Meter Size: _____

Membership fee: _____

Total amount: _____

Account # _____ Cert # _____

**CULLEOKA WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**Please Print:**DATE** _____**APPLICANT'S NAME** _____**CO-APPLICANT'S NAME** _____**PROPERTY ADDRESS:****CONTACT ADDRESS:** (If different)_____

_____**PHONE NUMBER – Mobile** (____) _____ - _____ **Work** (____) _____ - _____**CO-APPLICANT PHONE NUMBER** (____) _____ - _____ **Work** (____) _____ - _____**EMAIL:****BILLING EMAIL:** (If different)

PREVIOUS OWNER'S NAME AND ADDRESS_____

_____**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.**

The following information is requested by the Federal Government 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 based on visual observation or surname.

Check one below:

☐ Hispanic or Latino
☐ Not Hispanic or Latino

Check one or more below:

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

Check one below:

☐ Male
☐ Female

In accordance with Federal law and the U. S. Department of Agriculture's policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, or disability (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington, DC 20250-9410 or call 202-720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer.

AGREEMENT made this _____ day of _____, _____, between Culleoka Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter) called CWSC and _____ (hereinafter called the Applicant and/or Member)

I Attest and Affirm:

CWSC shall sell and deliver water service to the Applicant and the Applicant shall purchase and receive from CWSC in accordance with the bylaws and tariff of CWSC as amended from time to time by the Board of Directors of CWSC. Upon complete compliance with said policies, including payment of a membership fee, and all other fees required for new service, the Applicant qualifies for membership as a new Applicant or continued membership as a Transferee and thereby may be called a Member.

Some subdivisions who are provided with wastewater/sewer service from the City of Princeton, CWSC shall bill wastewater service for the City of Princeton based upon rates provided by the City of Princeton. All wastewater service-related issues will be handled by the City of Princeton. Any questions regarding wastewater service will need to be directed to the City of Princeton.

The Member shall pay CWSC for service hereunder as determined by the CWSC tariff and upon the terms and conditions set forth therein. CWSC may require periodically updated service agreement documents as needed, that accommodates growth, supply and any other factors that require changes in terms of service. CWSC will notify members of any upcoming rate increase via electronic mail (Email). All other policy, agreements and Tariff updates can be found on www.culleoka.org or www.puc.texas.gov. A copy of this service agreement shall be executed before actual water service may be provided to the Applicant.

The CWSC Management 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 current CWSC published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, CWSC shall not re-establish service unless it has a current signed copy of this agreement, and all non-compliance issues are remedied to the satisfaction of CWSC Management.

All water shall be metered by CWSC owned equipment. All equipment furnished will be installed, monitored, operated, and maintained by CWSC or their representatives. The water meter connection is for the sole use of the Member or Customer and is to provide a service to only one (1) dwelling or one (1) business. Extension of pipe(s) or other equipment providing access 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 strictly prohibited.

CWSC 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 CWSC engineers or personnel, 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. CWSC 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 CWSC 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 CWSC. The Member shall grant access of said property to CWSC employees or their representatives, for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, illegal connections, or other tariff violations.

I have read and agree to the above – Initial _____ / _____

CWSC 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. CWSC shall enforce these restrictions to ensure public health and welfare. The following undesirable practices are prohibited by state regulations and/or CWSC requirements:

- 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 and CWSC regulations. As per the CWSC Tariff, a service agreement must exist for an annual inspection and test by a BPAT certified backflow prevention device tester at the member's expense.
- 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 in accordance with state and CWSC regulations. Per the CWSC Tariff, a service agreement must exist for an annual inspection and test by a BPAT certified backflow prevention device tester at the member's expense.
- c. It is the Member's sole responsibility to schedule annual backflow tests with a BPAT Certified Tester and pay all expenses associated with such tests, including penalties and expenses that are incurred with non-compliance.
- d. All inspection reports are to be sent to S.C. Tracking Solutions. This ensures your test is received and recorded properly. (www.sctrackingsolutions.com) (866-232-0174)
- e. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- f. No pipe or pipe fitting which contains more than 8.0% 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.
- g. No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

CWSC shall maintain a copy of this agreement if the Member and/or premises are connected to the CWSC water system. The Member shall allow his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by a CWSC employee or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during CWSC's normal business hours.

CWSC shall notify the Member in writing via email or text message 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. Failure to comply with the terms of this service agreement shall cause CWSC to either suspend or terminate Member's water. Any expenses associated with the enforcement of this agreement shall be the sole responsibility of the Member.

In the event the total water supply is insufficient to meet all the Members, or in the event there is a shortage of water, CWSC may initiate the Emergency Rationing Program as specified in CWSC's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

I have read and agree to the above - Initial _____ / _____

By execution hereof, the Applicant/Member shall hold CWSC harmless from all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of CWSC, normal failures of the system, system outages due to construction or line upgrades, or other events beyond CWSC's control.

The Member shall grant CWSC, 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 CWSC to extend or improve service for existing or future Members, on such forms as are required by CWSC.

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 all Membership Fees against any balance due CWSC. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of CWSC's Tariff.

By execution hereof, the Applicant agrees that non-compliance with any of 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 CWSC and its tariff. **The Member is responsible for supplying CWSC with changes in contact and payment information.**

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 CWSC's Tariff.

Applicant

Co-Applicant

Date

Date