

WEST JACKSONVILLE WATER SUPPLY
CORPORATION
SERVICE APPLICATION AND AGREEMENT

Date Approved: _____

CORPORATION USE ONLY

Meter Number _____
Membership fee: _____
Cost _____
Work Order Number _____
Location # _____
Account Number _____
Service Inspection Date: _____

Please Print:

Date: ____ - ____ - ____

Applicant's Name: _____

Co-Applicant's Name: _____

Current Billing Address:

Future Billing Address:

Phone Number(s): Home (____) ____ - ____ Work (____) ____ - ____

Proof of Ownership provided by: _____

Driver's License Number of Applicant: _____ State: ____ Exp. date: ____ - ____ - ____

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 Need 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.

____ White, not of Hispanic origin ____ Black, not of Hispanic origin ____ American Indian or Alaskan Native ____ Hispanic ____ Asian or Pacific Islander ____ Other (Specify) ____ Male ____ Female

AGREEMENT made this _____ day of _____, between
West Jacksonville Water Supply Corporation, a corporation organized under the laws of the State of
Texas (hereinafter called the Corporation) and _____
(name of applicant)
(Hereinafter called the Applicant and/or Member).

Witnessed:

The Corporation shall sell and 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 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 my 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 shall 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 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.

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 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
- b. The number of potential rate payers considered in determining the financial feasibility of constructing
 - (1) A new water system
 - (2) Expanding the facilities of and 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 reapply 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 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 that 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 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 on inspection from possible cross –connections 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. This service agreement serves as notices to each customer of the plumbing restriction which is 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 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 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 November 1 2017, 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 November 1, 2017, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

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 his property to be inspected for possible cross-connections and 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 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 Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. 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 property install, test, or 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 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 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 operation such pipe lines, 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.

The 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. 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 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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnessed

Applicant Member

Date Approved

In order to speed up the process of getting your water system under construction and avoiding long delays of going house to house to locate customers, we are asking to help in the location of your house or property where your meter is to be located.

Please answer the following questions about the location of your house:

1. Your name and address of house where meter is to locate.

2. Name or number of road you live on. _____

3. If you live on a private road, name or number of main road your road extends from and approximate distance to that road. _____

4. Distance and direction from your house to nearest highway or county road intersection and name or number of intersecting road. _____

5. Name, distance, and direction of nearest town or community from your house.

If possible draw a map to the best of your knowledge below:

United States Department of Agriculture Farmers Home Administration

**Right of Way Easement
(General Type Easement)**

KNOWN ALL MEN BY THESE PRESENT, that West Jacksonville Water Supply Corporation (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good valuable consideration paid by _____, (herein after call "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 in instrument recorded in vol _____, Page _____, Deed Records, Cherokee County, Texas, together with the right of ingress and egress over Grantor's 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 pipeline (s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water lines as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easements hereby granted shall be limited to a strip of land '15 in width the center line thereof being the pipeline as relocated.

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 Grantor's premises. This Agreement together with other provisions of this grant shall constitute a 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 be 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 wax 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 _____.

Sign Name

Print Name

Acknowledgement

STATE OF TEXAS COUNTY OF CHEROKEE

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 acknowledge 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
_____.

(SEAL)

Notary Public Cherokee County, State of Texas

WEST JACKSONVILLE WATER SUPPLY CORPORATION

**PO BOX 1245
JACKSONVILLE, TX 75766
170 CR 3419 Hours 8 AM - 1 PM
903-586-7063**

NEW MEMBER INFORMATION

WEST JACKSONVILLE WATER SUPPLY CORPORATION

To all potential customers:

- **Membership:** \$100.00 to be paid with Application. This membership will be in the Property Owner's name. If someone other than the owner will be using the water, it is ultimately the owner's responsibility for the payment of the bill. In the event that the property is sold, it is the responsibility of the seller to notify the West Jacksonville Water Supply Corp. of the sale so arrangements can be made to transfer membership or refund the membership.
- **Applications:** All applications for service will be made on the utilities standard application or contract form and will be signed by the applicant before water service is provided by the utility.
- **Installation:** Basic Tap Fee for Meter and connection to WJWSC line is \$765.00. Each location will be assessed by Grimes Water Works Operator of WJWSC and cost will be figured.
- **Inspection:** A \$35.00 Inspection fee is required upon completion of installation.
- **Right of way, Easement:** A right of way easement must be signed allowing the West Jacksonville Water Supply Corp. employees or it's contractors access.
- **Customer Responsibility:** All connections from the meter box on the customer side of the meter, installation of the line and the upkeep is the customer's responsibility. Customer is responsible for keeping grass mowed around meter.
- **Billing:** All water bills are due on the 1st and considered late if not received at the utility's office Before 5 PM on the 15th of each month. If payment is not received by due date, a late fee equal to 10 % of the member's current billing will be applied. Second notices will be mailed and will have the disconnect date of the 25th. If payment is not received, service will be disconnected after the 26 of the month. No Service will be restored until the bill, late fee and service fee have been paid in full. If the next months bill has been mailed, the current charges are also due before reconnect.
- **By State Law:** All plumbing is subject to being inspected by a Customer Service Inspector. This is to prevent cross-connections and other illegal plumbing installations.
- **Per TNRCC regulations: Multiple hook-ups will not be tolerated. Absolutely no more than one dwelling per meter will be allowed.**

Thank you for allowing us the opportunity to serve you.

WEST JACKSONVILLE WATER SUPPLY CORPORATION

Schedule of Monthly Rates Fees

Monthly Minimum Charge	\$35.00
Rate per 1000 gallons	3.81
Tax (WCA FEE)*	0.007
Late Payment Penalties	10% of total charge
Volunteer Fire Dept This goes to Earl's Chapel Fire Dept. (Donation: Deductible under federal income tax law)	\$1.00

* WCA fee is the Fee charged by TNRCC

RATES FOR NEW HOOK-UP

Membership	\$100.00
Installation Fee*	\$765.00
Inspection Fee	<u>\$35.00</u>
TOTAL	\$900.00

*Basic Tap Fee

OTHER CHARGES

RETURNED CHECK FEE:	\$35.00	This fee will be charged on all returned checks.
METER UNLOCK FEE:	\$25.00	This fee is assessed when a meter is locked for NON-PAYMENT
ACTIVATE METER FEE:	\$50.00	Connect fee will be charged for turning on Meter
DOWNLOAD DATA FEE	\$50.00	Download Data to Confirm Usage
TRANSFER FEE:	\$25.00	Transfer Membership when property sells
METER FEE:	\$ 210.00	Installation of meter in existing Meter Box
MEMBERSHIP FEE:	\$ 100.00	Property has an existing empty Meter Box

Business Hours

Monday	8:00 AM	to	1:00 PM
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Tuesday	8:00 AM	to	1:00 PM
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Wednesday	8:00 AM	to	1:00 PM
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Thursday	8:00 AM	to	1:00 PM
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Friday	8:00 AM	to	1:00 PM
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Saturday	CLOSED
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Sunday	CLOSED
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***EMERGENCY CONTACT PHONE
NUMBER 903-539-3063***