

CORPORATION USE ONLY

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

**MORGAN MILL 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 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

MORGAN MILL WATER SUPPLY CORPORATION, A Corporation organized under the laws of the State

Of Texas (hereinafter called the Corporation) and _____

(hereinafter called the Applicant(s) and/or Member(s),

Witnesseth:

The Corporation shall sell and deliver water /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, 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 anytime 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 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 and/or 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. The 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 8.0 % 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.
- e. 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.

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.

1. CUSTOMER SERVICE INSPECTION AGREEMENT

A customer service inspection is an examination of the private water distribution facility for the purpose of providing or denying water service. The inspection is limited to the identification and prevention of cross-connections, potential contaminant hazards, and illegal lead materials. Customer service inspections are completed before providing continuous water service to new construction, on any existing service where there is reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to private water distribution facilities. Reference: TCEQ Title 30 Texas Administration Code (TAC) Chapter 30 Subchapter C, Reference: 30 TAC Chapter 290

A. Morgan Mill Water Supply Corporation (hereafter known as MMWSC) is responsible by law for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this CSI Inspection Agreement page ("the agreement") is to notify each customer of the restrictions which are in place to provide this protection. MMWSC enforces these restrictions to ensure public health and welfare. Each retail connection must sign this agreement before MMWSC will begin service on new accounts and must be signed by all existing members. In addition, when service to an existing connection has been transferred, suspended or terminated, Morgan Mill Water Supply Corporation will not re-establish service unless it has a signed copy of this agreement. All new construction, or remodeling of any dwelling on the MMWSC system is required to have a Customer Service Inspection (CSI) performed by a licensed CSI inspector.

B. Morgan Mill Water Corporation shall notify the customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or periodic re-inspection.

C. The Customer shall immediately remove or adequately isolate any potential cross-connections or contamination hazards on his/her premises.

D. The Customer shall, at his/her expense properly, install, test, and maintain any backflow prevention device required by Morgan Mill Water Supply Corporation. Copies of testing and maintenance records shall be provided to MMWSC.

E. The customer shall pay an upfront fee of \$100.00 for a required CSI Inspection, however the Customer agrees to pay any additional expenses the CSI Inspector charges MMWSC for the CSI Inspection. The Customer may hire his own licensed CSI inspector but must submit required testing and maintenance records to MMWSC within 10 days of inspection and within 10 days of completion of new construction, remodel, or any notification from MMWSC that a CSI Inspection is required. CSI Inspectors must be TCEQ approved Inspectors.

F. The Customer shall at his/her expense, install the necessary plumbing appurtenance to allow for thermal expansion relief if protective measures do not already exist on the private plumbing system. Please note that once a backflow prevention assembly is installed on the main water supply of your home or business, water will be unable to flow back into the public water pipes. The backflow preventer creates and isolated or closed plumbing system. For some homeowners, thermal expansion could produce leaky faucets or set off the relief valve on hot water heaters. Before the backflow protection device was in place, your hot water heater warmed the water causing it to expand. As the water warmed, thermal expansion pushed it back into the public water system, another example of backflow.

If your plumbing system is faulty, it could fail once the system is closed. Although most customers will never experience these problems, we strongly encourage you to make sure your plumbing systems are up to current building code standards. You should consult a licensed plumber of a thermal expansion tank if you have a hot water heater.

2. BACKFLOW PREVENTION ASSEMBLY TESTING

Backflow occurs when water flows opposite its intended direction, either from a loss of pressure in the supply lines or an increase in pressure on the customer's side (in either of these situations, if any affected customer's pipes include a cross connection, contaminants could be drawn through the cross connection into that customer's pipes—and, if the backflow continues, perhaps even into the water mains)

A. Backflow into a potable-water system can be prevented by using a backflow-prevention assembly, or an air gap, which is a physical separation between the water supply and a potential source of pollution. Licensed professionals as well as MMWSC are responsible for determining the type of backflow-prevention assembly required, based on the degree of hazard.

B. Common cross-connections requiring a backflow device are garden hoses, private wells, lawn sprinkler systems, beauty salon wash basins, fountain drinking machines, as well as many others.

C. Morgan Mill Water Supply Corporation will require BPAT inspections on any home or business where there is a suspected or possibility of cross connection. The Customer is required to pay at his/her expense any inspection fee or additional expenses to remedy any threat of backflow or cross connection. Testing and maintenance reports are required to be given to MMWSC within 10 days of inspection. This will apply for existing customers who MMWSC feels may pose a possible contamination threat or hazard.

TENANT/LANDLORD/PROPERTY OWNER RESPONSIBILITY:

A. If property owner who is a member of the MMWSC rents property and the tenant leaves owing a balance on tenants water account, and landlord or tenant does not give MMWSC notice, the tenant's water deposit will be applied to the balance on the final bill and the property owner/landlord will be liable for the remaining balance on the account.

B. If property owner/landlord refuses to pay the remaining balance on the tenant's account, the meter will be shut off and locked. A \$25.00 reconnect fee and the remaining balance on the account including late fees must be paid before service will be reinstated.

C. Illegal Usage of Water:

1. Charge for reconnect would be \$25.00 reconnect fee and \$25.00 a day fine, as well as any other legal fee including court cost.
2. Sherriff's Department will be called and charges filed.
3. A repeated offense could result in service and membership being terminated and possible permanently refused.

3. ENFORCEMENT

A. If the customer fails to comply with the terms of this agreement, Morgan Mill Water Supply shall at its option.

1. Terminate Service Or

2. Properly, install, test and maintain an appropriate backflow prevention device at the customer's service connection. Any expense associated with the enforcement of this agreement shall be billed to the customer.

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

Applicant Member

Witnesseth

Applicant Address

APPROVED AND ACCEPTED:

Morgan Mill Water Supply Corporation

Official Representative

Date Approved