

Possum Kingdom Water Supply Corporation Service Application and Agreement

940-779-3100 www.pkwatersupply.com TDD 800-735-2989
1170 Willow Road, Graford, Texas 76449

Please Print: DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

APPLICANT'S BILLING ADDRESS APPLICANT'S SERVICE ADDRESS

PHONE NUMBERS 1. _____ 2. _____

E-MAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY: Lease Sub-Lease Warranty Deed

TYPE OF SERVICE:

Single Family Residence Multiple Family Residence Commercial
 Other _____
Please explain

LEGAL DESCRIPTION OF PROPERTY (Include subdivision with lot and block number from lease or warranty deed):

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement, pages two through three, 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 three pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Initial to confirm receipt of pages 2-3 _____

Applicant Signature

Approved and Accepted by PKWSC

PKWSC Date Approved

TERMS AND CONTIDIONS

AGREEMENT made on approval date between Possum Kingdom Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and the Applicant and/or Co-Applicant.

Witnesseth:

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 by-laws 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 the tariff is available on the Corporation's website (www.pkwatersupply.com) or a copy of which will be provided upon request. 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 and the member/applicant has complied with all terms and conditions that caused the service to be discontinued/terminated.

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. 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 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 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 sub-meter 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 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 notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare.

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, 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, and 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 the corporation's tariff and service policies.

The Member shall be responsible for compliance with all utility, and regulations concerning on-site service and plumbing facilities.

- 1. All connections shall be designed to ensure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.44)*
- 2. 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.*
- 3. All outside water faucets must have an anti-siphon device on hose bib connections.*
- 4. A reduced Pressure Zone Assembly (RPZA) is required for any cross-connection classified as a health hazard by the Texas Commission on Environmental Quality (TCEQ). Examples of these potential hazards are:*

a. Properties that are served by an On-site Sewage Treatment Facility (septic tank and leach field) AND have an irrigation system, installed in 2009 or later or if installed prior to 2009 and requires major maintenance, alteration, repair or service, and are supplied water by the public potable water source. 30TAC§344.51:

b. Sewage pumps/lift stations;

c. Water to a dock or dock side facility / marine;

d. Commercial car wash and;

e. Other examples shall be found in 30 TAC§290.47 9f).

5. The RPZA must be installed by a licensed plumber or irrigation specialist between the system and the water meter. After installation it must be inspected by a certified Backflow Prevention Assembly Tester (BPAT) and annually thereafter, with the inspection report sent to the Corporation.
6. Any connection classified as a non-health hazard but still deemed a cross-connection may use a Double-Check Valve Assembly (DCVA) or other approved back-flow prevention device.
7. The use of pipe and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.44)
8. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
9. Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

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. 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 need of all 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.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system.

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, now or in the future, any permanent recorded easements of right-of-way dedicated to the Corporation for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing for future Members, on such forms as are required by the Corporation.

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, Applicant agrees that noncompliance with the terms of this agreement or misrepresentation of the facts, shall constitute denial or discontinuance of service until such time as the violation(s) is corrected to the satisfaction of the Corporation.

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.

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| <input type="checkbox"/> White, Not of
Hispanic Origin | <input type="checkbox"/> Black, Not of
Hispanic Origin | <input type="checkbox"/> American Indian or
Alaskan Native | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Asian or
Pacific Islander | <input type="checkbox"/> Other
(Specify) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
|---|---|---|-----------------------------------|---|---|-------------------------------|---------------------------------|