

Service Agreement

AGREEMENT made this ____ day of _____, 201____, between Wellborn Special Utility District, (hereinafter called the District) and _____, (hereinafter called the Applicant),

Witnesseth:

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the 'Rules governing water service for Wellborn Special Utility District' as amended from time to time by the Board of Directors of the District.

The Applicant shall pay the District for service hereunder as determined by the Districts' Rules and upon the terms and conditions set forth therein. A copy of the 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 water service of any applicant not complying with any policy or not paying any utility fees or charges as required by the Districts' published rates, fees, and conditions of service.

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 the Farmers Home Administration, and Applicant shall pay an Indication of Interest Fee in lieu of an Application 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 District's policies, shall further qualify as an Applicant and the Indication of Interest Fee shall then be converted by the District to an Application fee. Applicant further agrees to pay, upon becoming an Applicant the monthly charges for such service as prescribed in the District Rules. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied an application in the district and the Indication of Interest Fee, less expense, shall be refunded. The applicant may re-apply for service at a later date under the terms and conditions of the District's policies. For the purposes of this agreement and Indication of Interest Fee shall be on an amount equal to the Application Fees.

All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the Applicant 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 District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and the District shall have access to its property and equipment located upon Applicant'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 District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District'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 District. The District shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The District 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 District 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 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service

and periodically thereafter. The inspections shall be conducted during the District's normal business hours. The District shall notify the Applicant in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable plumbing practice on their premises. The Applicant shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District 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 Applicant.

By execution hereof, the Applicant shall hold the district harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Applicants/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant is responsible for informing all contractors, other utility companies or anyone who will be digging on your property, of the location of the waterline. Advance notice to our office of such construction will allow us time to spot our water lines. Please call (979) 690-9799 as early as possible before anyone begins digging.

The Applicant shall grant to the District, 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 the District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account. Said guarantee shall pledge any and all Fees against any balance due the District. Liquidation of said Fees shall give rise to discontinuance of service under the terms and conditions of the District rules.

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 District.

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 District's Rule.

Applicant

Date

