

Martin County Fresh Water Supply District No. 1

Service Application and Agreement

Please Print: DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

CURRENT MAILING ADDRESS:

PHONE NUMBER (home): _____ WORK: _____

PROOF OF OWNERSHIP PROVIDED BY: _____

DRIVER'S LICENSE NUMBER OF APPLICANT: _____

LEGAL DESCRIPTION OF PROPERTY (include name of nearest road, and section number):

ACREAGE: _____ HOUSEHOLD SIZE: _____

NUMBER IN FAMILY: _____ LIVESTOCK & NUMBER: _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

CURRENT AND FUTURE USE OF PROPERTY WHERE SERVICE TO BE PROVIDED:

PROPOSED USE OF WATER: _____

IS THERE MORE THAN ONE DWELLING TO BE SERVED? _____

IS THERE MORE THAN ONE CONNECTION PROPOSED: _____

IS THERE ANY PROPOSED COMMERCIAL USE ON THE PROPERTY WHERE WATER SERVICE WILL BE PROVIDED?

NOTICE TO PROPERTY OWNER: Payment of water district property tax is required to obtain water service. Failure to keep property tax payments current will lead to discontinuance of water service.

AGREEMENT made this ____ day of _____, _____, between Martin County Freshwater Supply District No. 1, a district created under the laws of the State of Texas (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 receive from the District in accordance and compliance with regulations of the 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 District's regulations and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof 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 the Applicant for not complying with any regulation of the District or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-established service unless it has a current, signed copy of this Agreement.

The water connection is for the sole use of the Applicant and is to provide domestic service to only one (1) dwelling. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, business, or property, etc., is prohibited.

The District shall have the right to locate a water service connection on the Applicant's property at a point to be chosen by the District, and 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 line from the District's facilities and equipment to the point of use, including any Applicant 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 inspection for possible cross-connection, potential contamination hazards, and illegal lead materials.

The Applicant is hereby on notice that the District will enforce its cross-contamination prevention program to protect the public health and welfare. The following undesirable practices are prohibited by the District's regulations:

1. 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 regulation.
2. 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.
3. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. 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.
5. 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 District shall maintain a copy of this agreement as long as the Applicant's premise is connected to the public water system. The Applicant shall allow his or her property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. 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 normal business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their 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 District's regulations or the terms of this Agreement shall cause the District to 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.

In the event the total water supply is insufficient to meet all of the District's customers' water supply needs, or in the event there is a shortage of water, the District may initiate a Drought Contingency Plan. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

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 Applicant/users of the District, normal failures of the system, other events beyond the District's control.

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 operation 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 of the Applicant. Said guarantee shall pledge any and all Deposits against any balance due the District in accordance with the District's regulations.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinue of service until such time as the violation is corrected to the satisfaction for the District.

Any misrepresentation of the facts by the Applicant on any of the pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's regulations.

I have read and understand the terms, conditions, and restrictions of this service agreement. I further acknowledge failure to abide by said restrictions shall, at a minimum, lead to discontinuance of service.

Witnesses

Applicant

Approved and Accepted

Date Approved