CORPORATION USE ONLY

Date Approved _____
Service Classification _____
Membership Cost _____
Pump # _____Plane # _____
GEO ID _____
Account Number_____
Service Inspection Date _____

BEN WHEELER WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

5461 FM 858, Ben Wheeler, TX 75754 (903)833-5206

Please print.

DATE: _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

_____

_____

_____

FUTURE BILLING ADDRESS:

_____

_____

_____

PHONE NUMBER - Home (_____) _____-_____Work (_____) _____-_____

Cell (___)_____-_____

PROPERTY ADDRESS _____

EMAIL ADDRESS _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

PROOF OF OWNERSHIP PROVIDED BY a copy of your warranty deed, deed of Trust.

_____

PREVIOUS OWNER'S NAME

_____

ACREAGE _____

NUMBER IN FAMILY _____ NUMBER of LIVESTOCK _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

* **FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.**

** **MEMBER IS RESPONSIBLE FOR *ANY* DEBT INCURRED. Member will be billed unless a written notification to bill another person is on file.**

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.

o White, Not of Hispanic Origin	o Black, Not of Hispanic Origin	o American Indian or Alaskan Native	o Asian or Pacific Islander	o Hispanic	o Other: (Specify)	o Male o Female

EQUAL OPPORTUNITY PROGRAM

The AGREEMENT made this _____ day of _____, 202__, between

Ben Wheeler Water Supply Corporation, a corporation organized under the laws of the State of Texas

(hereinafter called the Corporation) and _____,

(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. A copy of the Tariff is available on the Corporations website and upon request. Upon compliance with said policies, including but not limited to 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 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 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, 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 $500.00 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 expense, 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 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 or and the corporation's tariff and service policies and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper 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 following undesirable practices are prohibited by state regulations:

a. No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
b. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principal backflow prevention assembly is properly installed. 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.
c. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
d. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
e. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq$0.25% lead content. If not properly labeled, please provide written comment.
f. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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 his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials 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 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 his 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.

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.

Minimum monthly charge ($45.48 date: 01/01/2026) begins when meter is installed by Ben Wheeler Water Supply Corporation.

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 five (5) pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

_____ _____

Applicant Member Witnessed

_____ _____

Approved and Accepted Date Approved

DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, social security number,[1] and information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage. However, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to:

Ben Wheeler Water Supply Corporation
5461 FM 858
Ben Wheeler, TX 75754

Customers may rescind a request for disclosure by providing submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

Regardless of the confidentiality provision in Utilities Code Sec. 182.052, we must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

[1] See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

Detach and Return This Section

I authorize Ben Wheeler WSC to disclose my personal information, including my address, telephone number, usage and billing records, and social security number Ben Wheeler WSC receives a written request for that information.

_____ _____
Name of Account Holder *Account Number*

_____ _____
Address *Area Code/Telephone Number*

_____ _____
City, State, Zip Code *Signature*