

TRI SPECIAL UTILITY DISTRICT



300 WEST 16TH
MOUNT PLEASANT, TEXAS 75455
PH# 903-572-3676 FAX 903-572-4701

SERVICE APPLICATION AND AGREEMENT

DISTRICT USE ONLY

Service Classification: _____

Cost: _____

Account Number _____

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS:

If you do NOT have a mail receptacle, please do not list service address as billing address. List temporary alternate address here: until _____ (date)

Primary Phone (_____) _____ - _____

Secondary Phone (_____) _____ - _____

e-mail _____

DRIVERS LICENSE NO. OF APPLICANT _____ DL# OF CO-APPLICANT _____

(PICTURE ID FOR BOTH REQUIRED)

911 ADDRESS (PHYSICAL ADDRESS) AT WHICH APPLICANT REQUESTS SERVICE:

COUNTY: TITUS MORRIS FRANKLIN

ACREAGE _____ HOUSEHOLD SIZE (Approx. Sq. Footage) _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

SWIMMING POOL YES OR NO

SPRINKLER SYSTEM YES OR NO

EMERGENCY CONTACT: (Name and phone only) _____

NOTE: FORM MUST BE COMPLETED BY APPLICANTS ONLY. A MAP OF SERVICE LOCATION MAY BE REQUESTED.

APPLICANT SIGNATURE _____

CO-APPLICANT SIGNATURE _____

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking service. 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.

Race/National Origin

- WHITE BLACK AMERICAN INDIAN OR ALASKAN NATIVE ASIAN OR PACIFIC ISLANDER OTHER MALE FEMALE

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**RULE FOR SERVICE FOR
DETERMINATION OF OWNERSHIP OF PROPERTY
SUBJECT TO WATER SERVICE**



Requirements for Service

Each customer of the District shall be the owner of the real property for which service is requested or shall be a tenant under a valid lease agreement with the owner of the real property. The customer shall provide proof of ownership or a valid lease agreement covering the real property to which service is requested. Requests for service may be denied by the District for failure to provide such proof of ownership or evidence of a valid lease agreement.

Upon the death of a customer, the subsequent transferee of the property owned by the customer shall notify the District within ten (10) days of the death of the property owner and provide the satisfactory evidence of ownership of the real property or a valid lease agreement to the District. The transferee of the property shall execute a new or amended Service Agreement required by the District. The personal representative of the deceased property owner may be designated as the property owner during the administration of the estate of the deceased property owner, but only until the property has been distributed by the personal representative.

Notice by District

The District may, at any time it shall receive information which indicates that a customer receiving service is not the owner of the real property or holder of a valid lease to the property, send notice by certified mail to the last known address contained in the Service Agreement, requesting that the customer provide proof of ownership of the property or a valid lease agreement and a requirement to execute a new Service Agreement. Failure of the customer to respond within ten (10) days of the mailing of this request by the District may result in termination of service by the District at the property.

Satisfactory Evidence of Ownership of Property

The District shall accept as satisfactory evidence of ownership of the property one or more of the following:

- A. Deed --A copy of deed to real property.
- B. Lease Agreement --A copy of a valid Lease Agreement. In the event of an oral lease agreement with the legal owner, the District may require a written statement from the legal owner that a lease agreement exists and the duration of such lease agreement.
- C. Will of Deceased Property Owner - A copy of the deceased property owner's duly probated will. The District may require a certified copy of the deceased property owner's will if required by the District's legal counsel.
- D. Determination of Heirship – A court order issued by a Court of competent jurisdiction determining the heirship of the deceased property owner.
- E. Recorded Affidavit of Heirship - A copy or a certified copy of an Affidavit of Heirship of the deceased property owner recorded in the county in which the property is located.
- D. Affidavit Provided by the District – The District may provide documents to be signed under oath by the heirs determining the owner of the property of the deceased property owner, if a transferee is unable to provide any of the other documents.

TRI SPECIAL UTILITY DISTRICT

AGREEMENT made this ____ day of _____, 20____, between Tri Special Utility District, organized under the laws of the State of Texas (hereinafter called the District) and _____, (herein after called the Applicant).

Witnesseth: The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Policies, including payment of a deposit, the Applicant shall become eligible to receive service.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policies 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 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, terminate or suspend the service** to any customer not complying with any policy or not paying any utility rates, fees, or charges as required by the District's published Service Policies. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

Initial

All water shall be metered by meters to be furnished and installed by the District. **The meter is for the sole use of the 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 sub meter 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 shall have access to its meter 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 applicant's use, including any customer service isolation valves, backflow prevention devices, pressure regulators, 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, 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 the District's Service Policies.**

Initial

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 0.25% 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 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 their 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's normal business hours, except in emergencies.

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 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 terms of this service 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 the service needs of all of the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By execution of this Agreement, the Applicant hereby agrees to 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 customers/users of the District, normal failures of the system, or other events beyond the District's control.

Initial

The Applicant shall grant to the District now or in the future permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system-wide service for existing or future customers 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 for which said Applicant has paid a deposit. Said guarantee shall pledge any and all application fees against any balance due the District. Liquidation of said application fees shall give rise to discontinuance of service under the terms and conditions of the District's service policy.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension 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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policies.

**AMENDMENT
JUNE 19, 2012**

All commercial, industrial, recreational parks, RV parks, mobile home parks with one master meter, schools, churches, doctor offices, convenience stores, restaurants, apartment complexes, home irrigations systems on potable water shall be required to have a Reduced Pressure Zone Assembly (RPZ, RP, RPP, RPBA) and be tested at installation, and annually thereafter at consumers expense. Due to the high volume of backflow occurrences in the state, we feel this is Tri Special Utility Company's best avenue of protection for the system. This will go into effect on this date June 19, 2012.

All backflow devices will be tested by a licensed and certified Backflow Prevention Assembly Tester.

Witnesseth

Applicant

Co-Applicant

Approved and Accepted

Date Approved