

# STARR WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

## Corporation Use Only

Account # \_\_\_\_\_  
Sequence # \_\_\_\_\_  
CSI Date \_\_\_\_\_  
Meter Size \_\_\_\_\_  
Cost \_\_\_\_\_  
Pymt. Type \_\_\_\_\_

DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBERS:

HOME \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

911 ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

\_\_\_\_\_  
\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

\_\_\_\_\_  
\_\_\_\_\_

ACREAGE: \_\_\_\_\_

HOUSEHOLD SIZE: \_\_\_\_\_

NUMBER IN FAMILY: \_\_\_\_\_

LIVESTOCK & NUMBER: \_\_\_\_\_

SPECIAL SERVICE NEEDS OF THE APPLICANT

\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Starr 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).

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater 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. 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 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.

Applicant, upon qualification for service, under the terms of the Corporation's policies, shall 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 a lump sum of \$300.00, as liquidated damages, to defray any losses incurred by the Corporation.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater 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 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 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 and other undesirable plumbing practices.

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 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, 1998, 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 Corporation shall maintain a copy of this agreement as long as the Member's property is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections 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 plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing 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 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.

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 Members/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, 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 Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

\_\_\_\_\_(Initial) The Member agrees to notify the Corporation and Texas 811 prior to any digging or excavating on their property, there may be water lines located on or near the premises. Under Utilities Code title 5, Chapter 251, Texas Law requires individuals to notify Utilities at least 48 hours but no more than 14 days excluding weekends and holidays, prior to any digging or excavating. The Member agrees to pay any and all cost associated with the repair of any damage to the Corporation's main lines, equipment, and or facilities that result from the failure to give such notice.

\_\_\_\_\_(Initial) Members are responsible for all connections on their side of the meter.

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, 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 four pages of this agreement, shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

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Witness

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Applicant/Member

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Approved and Accepted

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Date Approved