

I. PURPOSE: The **S.S. Water Supply Corporation (SSWSC)** is responsible for protecting the drinking water supply from contamination or pollution that could result from improper private water system construction or configuration. The purpose of this service agreement is to **notify each Member** of the restrictions that are in place to provide this protection and provide owner's permission for entry onto property for the purposes set out in this agreement. SSWSC enforces these regulations to ensure the public health and welfare. Each Member must sign this agreement **before** SSWSC will establish permanent service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement by the existing or new Applicant/Member.

II. AGREEMENT: This agreement made this _____ day of _____, 20____ between **S.S. 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**)

A. 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. 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.

B. The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff, and upon the terms and conditions set forth herein, 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.

C. 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.

D. Only meters furnished, owned and installed by the Corporation shall meter all water. 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.

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap (See Section E 27.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with E 18. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09))

c. For purposes of this section, the following definitions shall apply:

- 1) A "multiple connection" is the connection to any portion of a member's water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be considered a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
- 2) A "primary delivery point" shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
- 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
 - A multiple residential connection is further defined as two or more separate enclosed living spaces which are not under a common roof and built upon a common foundation.
 - Even if, two or more living spaces are under the same roof and built upon the same foundation, a multiple residential connection still exists, if, in order to travel from one living space to the other, it is necessary to travel through an unenclosed space, such as an unenclosed walkway, even if that walkway is under the same roof and built upon the same common foundation.

- 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than thirty days. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

E. Billing for reserved water service begins upon installation of the meter service. A *monthly minimum* will be billed regardless of the amount of monthly water usage. 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, and Members in violation of these provisions are subject to action under the appropriate provisions of the tariff.

F. The Corporation shall have the right to locate and secure a water service meter and the supply pipe necessary to connect and locate the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to the Member's property and equipment located upon the Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, the Corporation shall have the right to remove any of its equipment from the Member's property. The Member is responsible for installation at own expense, any necessary service lines beyond the Corporation's meter, to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as specified by the Corporation to service the member's account. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connection, 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.

G. The Corporation is charged by law with responsibility for protecting the drinking water supply from contamination or pollution, which could result from improper practices. The Corporation shall enforce these requirements to ensure the public health and welfare. The following undesirable practices are prohibited by state 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 air gap or an appropriate backflow prevention assembly in accordance with the state regulations.
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 air gap or a reduced pressure-zone backflow prevention assembly, and a service agreement must exist for annual inspection and testing of 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, 1998, 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 of plumbing on or after July 1, 1998, at any connection, which provides water for human consumption.

*The Corporation is obligated by law to report any and all lead content violations to the Texas Commission on Environmental Quality.

H. The Corporation installs a double check valve on all customer service lines to prevent backflow conditions into the main distribution system. This check valve creates a closed system on the customer's side of the water meter, thus trapping any system pressure in household piping and water system components. Members are responsible for monitoring and preventing excessive pressures on their side of the meter connection. Failure to monitor this pressure and properly relieve excessive pressure could result in extensive property damage. The Corporation will not be held liable for any damage that occurs in these situations. Pressure reducing valves can be purchased from the Corporation and is your first defense to high pressure situations. These are mechanical devices and should be checked yearly for proper operation. Pressure gauges that screw on to outside hose bibs can also be purchased to monitor your system pressure. Hot water heaters are the most vulnerable spot within this closed system. Pressure increases as the water temperature rises inside the hot water heating vessel. This condition known as thermal expansion can be very dangerous. Customers are responsible for ensuring thermal expansion relief valves on hot water heaters are properly installed and in working order. Other devices can be purchased and installed to relieve excessive pressures and reduce the chances of water breaks in this closed system.

I. 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 their property to be inspected for possible cross-connections, potential contamination hazards, or illegal lead materials. 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.

J. 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(s). The Member shall immediately or not longer than ten (10) working days correct any undesirable practice on the premises. The member shall, at their expense, properly install and maintain any backflow prevention device required by the Corporation. Installation will be accomplished by a Texas Commission on Environmental Quality (TCEQ) licensed installer. The member is also required to have the backflow prevention device tested by a TCEQ licensed examiner and copies of all required 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.

K. In the event the total water supply is insufficient to meet all of the Members, or in the event there is a water shortage, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's tariff or emergency plan. By execution of this agreement, the Applicant hereby agrees to comply with any terms of said program.

III. ACKNOWLEDGEMENTS: 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 the utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the control of the Corporation. Additionally, the applicant agrees that in the event of a disagreement between the applicant/member and the Corporation, the applicant acknowledges by signature hereon to accept mediation by a third party mediator selected by the Members and Corporation to resolve any dispute, complaint or claim of harm or damages prior to seeking relief through litigation.

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 the 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.

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.

EASEMENT

(This document is not the easement. This document is only a notification that all memberships serviced by S. S. Water Supply Corporation are required to have an easement dedicated to the Corporation as a condition of service and membership. 30 TAC 290.47 Appendix C)

In many cases the easement has already been granted on this property, but in some cases a new easement may be required if there is no previous easement or the language in the easement has been updated and the system manager determines a new easement is required. If an easement is required a fee is required to cover the filing cost at the County Clerk’s office. The fee is set by the Board of Directors in the Water Tariff.

By definition, this easement shall be described as a private, perpetually dedicated right-of-way granted to **S.S. Water Supply Corporation** for installing or maintaining utilities across, over and under private land, together with the right to enter thereon with machinery and vehicles necessary for future maintenance, facility replacement, and/or installation of additional pipelines, of said facilities.

In understanding of the above language, I (we) agree to grant an Easement of right-of-way on my (our) property to the Corporation for the purpose of installing, maintaining, upgrading and operating such water pipelines, meters, valves and any other equipment as described above which may be deemed necessary for the Corporation, on such form as is required by the Corporation. I (we) further agree to abide by the terms of the Service Agreement, Tariff and By Laws of this Corporation.

THIS DOCUMENT MUST BE SIGNED BY ALL PARTIES WHOSE NAMES APPEAR ON THE PROPERTY DEED

I (we) acknowledge understanding of all articles contained in this agreement by signature hereon.

Applicant

Co-Applicant

S.S. WATER SUPPLY CORPORATION
TRANSFER ACCOUNT NOTICE

SUBJECT: Procedure Notice to New Owners

I (We) understand that the Membership on Account _____ WILL NOT be transferred into my (our) name(s) until the previous owner pays their final bill in full and executes the paperwork needed to complete the transfer. If the previous owner fails to complete their transfer obligations, I (we) understand that SS Water must liquidate the previous owner's \$100 Membership fee to recover monies owed to the Corporation. If this should happen, I understand that I (we) must pay an additional \$75 to complete my (our) membership with the corporation. I (we) have already paid a \$50 fee (\$25 transfer fee/ \$25 service fee) when signing up with SS Water on:

Date

I (We) understand that water service to our new property WILL BE temporarily interrupted if my (our) completed Membership application, Fees, and Warranty Deed are not on file with SSWSC at such time that overdue accounts are locked due to delinquency. I acknowledge my (our) understanding that delinquent accounts are locked on the 23rd of each month or the next regular business day following a holiday or if the 23rd falls on a Friday or weekend. (See Note)

Applicant

Date

Co-Applicant

Date

****Note**:** SSWSC has no way of knowing when a property has changed hands without either the previous owner notification for a final reading and/or the prospective new owner providing a new Membership application and Warranty Deed showing proof of ownership. Without this information, SSWSC will assume that the property still belongs to the previous owner and the water service will be locked for delinquency as specified above when the account is past due.