

PBWSC USE ONLY

APPROVED _____

DATE _____

MEMBERSHIP# _____

**PANOLA BETHANY WATER SUPPLY CORPORATION
STANDARD WATER APPLICATION AND AGREEMENT**

Please Print:

Date: _____

APPLICANT'S NAME _____

SPOUSE'S NAME _____

CURRENT ADDRESS:

FUTURE ADDRESS(IF KNOWN):

CONTACT # _____

ALTERNATE CONTACT# _____

NAME OF ROAD OR SUBDIVISION(Include lot and block number if it applies)

NUMBER OF FAMILY MEMBERS _____

ANY SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE CLOMPLETED BY APPLICANT ONLY

COST: \$850.00 FOR NEW METER AND MEMBERSHIP

**RETURN TO PANOLA BETHANY WATER SUPPLY CORP.
PO BOX 279
BETHANY, LA 71007**

STANDARD WATER APPLICATION AND AGREEMENT [CONT'D]

AGREEMENT made this ____ day of _____, 20____ between TEXAS RURAL WATER SUPPLY CORPORATION, a corporation organized under the laws of the STATE OF TEXAS [hereinafter called the Corporation] and _____ [Herein after called the Member].

Witnesseth:

The Corporation agrees to sell and deliver water service to the Member and Member agrees to Purchase and receive water service from the Corporation in accordance with the Bylaws and the Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation.

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.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the sole use of the Member or customer and is to serve water to only one dwelling and/or one business, and/or property. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any persons, dwellings, business, and/or property, etc, is prohibited. The only exception for an extension of pipe to be tapped into one meter to allow water access from original line to another dwelling, and /or business is to incur the additional cost of another connection each month which is the minimum monthly charge.

In the event the total water supply is insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as indicated in the Corporation's Tariff. By execution by the Applicant of this agreement, Applicant hereby agrees to comply with the terms of said Program.

The Member shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Corporation.

By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damage 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 Corporations control.

STANDARD WATER APPLICATION AND AGREEMENT[CONT'D]

This Member agrees to grant the Corporation, now and in the future, any easements of right-of-way for the purpose of installing, maintaining, and operation such as pipelines, meters, valves, and any other such equipment necessary by the Corporation to extend or improve service for existing or future members. On such forms as required by the Corporation.

The Corporation shall have the right to locate 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 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 Corporation's authorized employees shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations of the Corporation's policies or Texas Department of Health Rules and Regulations. The Corporation strictly prohibits the connection of service lines from its water service meter to any private well or other unknown water supply.

By execution of this Standard Water Application and Agreement. Applicant agrees to guarantee payment of all other rates, fees, and charges due to any account which said Applicant owns a Membership./ Said guarantee shall pledge any and all Membership Fees against a balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Corporation's Tariff.

By execution of this Standard Water Application and Agreement, Applicant agrees that violation of the terms of this Agreement may constitute 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 pages of this form shall result in discontinuance of service pursuant to the terms and conditions set by this Corporation.

Applicant/Member_____

Approved by:_____

General Type Easement

KNOWN ALL MEN BY THESE PRESENTS, that _____, (hereinafter called Grantors), in consideration of one dollar(\$1.00) and other good and valuable consideration paid by _____(hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay thereafter use, operate, inspect, repair, maintain, replace and remove water distribution line and appurtenances, including the right to grant access and / or permission to enter upon the easement's right-of-way to third parties, including but not limited to the U.S. Environmental Protection Agency and/or its contactors, subcontractors, and other agents and assigns, to perform and accomplish the purpose of the easement over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deeds Records, _____ County, Texas, together with the right of ingress over Grantors adjacent lands for the purpose for which the above mentioned rights are granted. The easement granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by the Grantors by reason of installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended of for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____ +

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

_____ known to me to be the person(s) whose name(s) is (are) described to the foregoing instrument, and acknowledge to me that he(she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20_____.

Notary Public in and for

_____ County, Texas

- I. **PURPOSE:** PANOLA BETHANY WATER SYSTEM is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before PANOLA BETHANY WATER SYSTEM will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS:** The following unacceptable practices are prohibited by STATE regulations.

A: No direct connection between 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 device.

B: No cross-connection between public drinking water supply and a private water system is permitted. These potential threats to the public water supply shall be eliminated at the service connection by the installation of air-gap or a reduced pressure-zone backflow prevention device.

C: No connection which allows water to be returned to the public drinking 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 at any connection which provides water for human use.

E: No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

- III. **SERVICE AGREEMENT:** The following are the terms of the service agreement between PANOLA BETHANY WATER SYSTEM and _____

A: The Water System will maintain this agreement with Member as long as Customer and/or the premises is connected to the Water System.

PANOLA BETHANY WATER SUPPLY CORP. SERVICE AGREEMENT[CONT'D]

B: The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System of its designated agent prior to initiating new water service; when there is reason to believe that cross-contaminations or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

C: The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.

D: The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on the premises.

E: The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided by the Water System.

IV: ENFORCEMENT: If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE_____

DATE:_____

**RETURN ALL PAGES TO:
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PO BOX 279
BETHANY, LA 71007**