

SOUTHEAST WATER SUPPLY CORPORATION
P.O. BOX 640
CENTERVILLE, TX 75833
(903) 536-7514

SERVICE APPLICATION AND AGREEMENT

Date _____
Applicant's Name _____
Spouse or Co-Applicant's Name _____
Meter Address _____
Billing Address _____
E-Mail Address _____
Phone Number- Home (____) _____ Cell (____) _____
Proof of ownership provided by (Deed, etc) _____
Driver's License number of applicant _____
Legal description of the property _____

NOTE: A map of service location must be attached.

Special Service Needs of Applicant _____
Previous Owner _____ **Number of Connections** _____
Acreage _____ **Household size** _____
Number in family _____ **Livestock & Number** _____

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.

Ethnicity: ☐ Hispanic or Latino **Race:** ☐ White ☐ Black or African American
☐ Not of Hispanic or Latino ☐ Asian ☐ American Indian/Alaska Native
Gender: ☐ Male ☐ Female ☐ Native Hawaiian or Other Pacific Islander

Office Use ONLY

Received \$ _____ Check # _____ Date _____
Account # _____ Date Installed _____ Work Order # _____
Meter SN # _____ Sequence # _____
Starting Reading _____ Route # _____ Well # _____

AGREEMENT made this _____ day of _____, _____, between Southeast 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 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 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, and/or reserve 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 expenses, 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.

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 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 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.

- 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, 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 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, and 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.

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 their 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.

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.

Witnesseth

Applicant Member

Approved and Accepted

Date Approved**REQUIRED PAPERWORK TO ACCOMPANY APPLICATION:**

1. COPY OF FILED DEED
2. EASEMENT SIGNED BY ALL OWNERS & NOTARIZED
3. 911 ADDRESS
4. COPY OF DRIVER'S LICENSE OF EVERYONE SIGNING THE EASEMENT

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Southeast Water Supply Corporation (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 and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, Leon County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby 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.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the 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 Grantor's 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: _____

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

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 or 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____.

Member

Member

ACKNOWLEDGMENT
Individual

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____ by _____

SEAL

Notary Public, State of Texas

SOUTHEAST WATER SUPPLY CORP.
P.O. BOX 640
CENTERVILLE, TX 75833
(903) 536-7514

METER ACTIVATION CHARGE IS **\$1210.00** FOR STANDARD SERVICE. AN ADDITIONAL **\$300.00** IS REQUIRED FOR LONG SERVICE ROAD CUT AND **\$800.00** FOR A LONG SERVICE ROAD BORE. (ALL OTHER SERVICES WILL REQUIRE PER TAP QUOTE). THESE FEES COVER ALL CURRENT LABOR, MATERIALS, ENGINEER, LEGAL AND ADMINISTRATION COSTS NECESSARY TO PROVIDE INDIVIDUAL METERED SERVICE AND SHALL BE CHARGED ON A PER TAP BASIS FOR STANDARD AND NON-STANDARD SERVICE.

SERVICE CHARGE

MEMBERSHIP	\$ 480.00
MATERIAL/LABOR/INSTALLATION FEE	730.00
RE-SERVICE FEE	880.00
RELOCATE METER FEE	730.00
CUSTOMER SERVICE INSPECTION	25.00
LATE CHARGES	10.00 PER BILLING
RETURNED CHECK FEE	30.00 (PLUS BANK CHARGE, IF ANY)
RECONNECT FEE/METER LOCK FEE	50.00
SERVICE TRIP/METER CHECK	25.00 (NO CHARGE FOR FIRST METER CHECK)
METER TEST FEE	75.00 (UPON WRITTEN REQUEST BY MEMBER)
TRANSFER FEE	30.00
EASEMENT RELEASE FEE	50.00

MONTHLY WATER RATE

0	TO	2,000 GALLONS	\$40.00 MINIMUM MONTHLY CHARGE
2,001	TO	5,000 GALLONS	4.50 PER THOUSAND GALLONS
5,001	TO	10,000 GALLONS	5.00 PER THOUSAND GALLONS
10,001	TO	15,000 GALLONS	5.50 PER THOUSAND GALLONS
15,001	TO	AND UP	6.00 PER THOUSAND GALLONS

1" METER BASE RATE	100.00 MINIMUM	(First 5,000 gallons)
2" METER BASE RATE	320.00 MINIMUM	(First 16,000 gallons)

ACCOUNT IS DELINQUENT 15 DAYS FROM BILLING DATE. METER WILL BE LOCKED 10 DAYS AFTER ACCOUNT BECOMES DELINQUENT. MEMBERSHIP/WATER SERVICE WILL BE TERMINATED 10 DAYS AFTER METER IS LOCKED. TO REGAIN SERVICE AFTER ACCOUNT HAS BEEN TERMINATED, A NEW APPLICATION MUST BE SUBMITTED, ALL APPLICABLE FEES AND PAST DUES PAID TO THE CORPORATION.

Member: _____

Effective 9/1/2013

SOUTHEAST WATER SUPPLY CORPORATION

TERMS OF PAYMENT

Water charges are due when rendered. We allow 15 days from the date of billing for your payment to reach us.

Your account is delinquent on the 16th day of the month unless the 16th falls on a weekend at which time it is late on the following Tuesday. A \$10.00 late charge is then added.

On the 26th day, a meter lock fee of \$50.00 is added to your account and your meter is locked.

Then 10 days after the meter lock date, your membership is terminated and your meter is removed.

All fees, to include membership fee, charged for the installation of water service is non-refundable upon voluntary or non-voluntary termination of service.

Reactivation of an inactive service, if the Corporation has adequate capacity to serve, will be charged a reactivation fee as dictated by the state law governing the water utility not to exceed \$880.00.

To regain a service after termination for non-payment of the water bill, you must reapply for a new membership, pay all costs applicable to purchasing a new membership under the terms of the Corporations tariff plus pay all past dues, late fees, meter lock fees and any other charges on that service account.

I, _____ have read the above information and understand all terms as described.

Signature

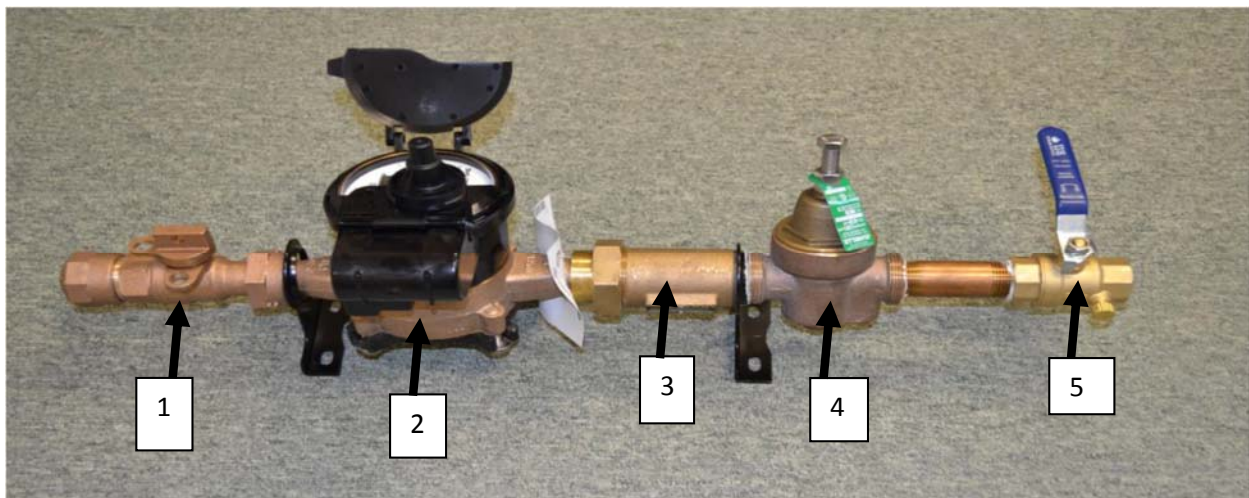
Date

Witness

SOUTHEAST WATER SUPPLY CORPORATION
CUT-OFF VALVE NOTICE

1. CUSTOMER **M U S T** INSTALL HIS OWN CUT-OFF VALVE 24" FROM THE METER BOX.
2. THE METER VALVE IS FOR CORPORATION USE **ONLY**.
3. REPEATED USE WILL CAUSE THE VALVE TO FREEZE UP, RESULTING IN BREAKAGE AND A LARGE WATER BILL.
4. CUSTOMER WILL BE BILLED FOR WATER LOSS AND DAMAGE FROM USE OF CORPORATION'S VALVE.

Diagram of Typical Meter Installation



Meter Assembly Component

1. Isolation Valve (attached to waterline from street) 2. Water Meter 3. Dual Check Backflow Preventer (DuC) 4. Pressure Reducing Valve (PRV) 5. Residential Isolation Valve (connects to household plumbing)

I, _____, agree to install a personal cut-off valve 24" From my meter on my side within 30 days of meter installation. I understand that failure to install this cut-off valve will result in my meter being locked until one is installed.

Signature

Date

NOTIFY US BEFORE YOU DIG !!!!!!!

1. **Do I have to call before I dig in Texas?**

YES !! It's the law. Texas law requires that you notify Southeast Water Supply Corporation before you dig if you are planning on digging using mechanical equipment. Call our office at 903-536-7514 at least 48 hours before you dig.

2. **How long do I have to wait?**

Law requires anyone to call at least 48 hours excluding weekends and holidays before you dig. We will locate as soon as we can within that 48 hours.

3. **Once the lines are marked, am I free to dig?**

NO !!! The marks only indicate the approximate location of the underground utilities. It is still your responsibility to dig **WITH CARE**.

4. **How close can I dig to the marked lines?**

It is the excavator's responsibility to avoid damaging marked lines and no specific tolerance is specified. It is recommended to use other acceptable methods of digging to locate the exact location of the utility before any excavation is started.

I, _____, have read the above and understand that I may be billed for any damaged caused by digging without notifying Southeast Water Supply and waiting until the lines are marked.

Signature _____

Date _____

CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

IS THERE A CHARGE FOR THIS SERVICE?

No.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return to:

Southeast Water Supply Corporation
P. O. Box 640
Centerville, TX 75833

Your response is not necessary if you do not want this service.

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

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.

Detach and Return This Section

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature



United States Department of Agriculture
Rural Development
Bryan Area Office

January 16, 2014

Dear Borrower:

The U.S. Department of Agriculture (USDA) Non-Discrimination Statement has been updated. As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

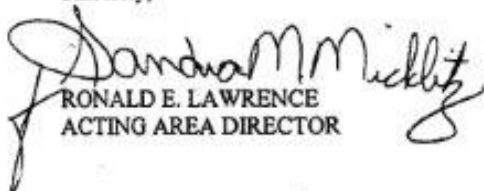
"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9140, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that, **"This institution is an equal opportunity provider and employer."**

If you have any questions, please contact our office at 979-846-0548 X 4.

Sincerely,


RONALD E. LAWRENCE
ACTING AREA DIRECTOR

3833 S. Texas Ave. Ste 117, Bryan, TX 77802
Phone: (979) 846-0548 Ext 4 • Fax: (979) 846-2363 • TDD: (284) 742-8712 • Web: <http://www.rurdev.usda.gov>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-6984 (voice or TDD).

SOUTHEAST WATER SUPPLY CORP.
P.O. BOX 640
CENTERVILLE, TX 75833
903-536-7514

I, _____ have received a copy of Southeast Water's Service Application and Agreement explaining the company policies regarding obtaining water service, customer billing, payment terms, installing a personal cut-off valve, termination of water service, deferred payment plan, reconnection of water service for non-payment, returned checks, meters, extensions, service by Southeast Water, applicants with excessive needs, availability of records for public inspection, notice of meetings of the Board of Directors, and changes in this policy.

By signing below, I understand and agree to these terms and conditions.

Signature of Member

Date

Southeast Water Representative