

CLAYTON WATER SUPPLY CORP.

P. O. Box 3, Clayton, TX 75637 (903)693-2209

SERVICE APPLICATION & AGREEMENT

Please Print:

DATE: 3-13-17

APPLICANT'S NAME Panola County Pct #1

MAILING/BILLING ADDRESS:

STREET ADDRESS FOR WATER SERVICE:

1121 East Sabine St.

349 CR 152

Carthage, Tx 75633

Carthage, Tx 75633

PHONE NUMBER: Main (903)693-3763 Contact Person: Kim Goodwin

Cell (903)692-2487 Contact Person: Ronnie LaGrone

WILL ANY OF THE FOLLOWING BE USED AT THIS PROPERTY? NO SPRINKLER SYSTEM
NO SWIMMING POOL NO LIVESTOCK WATERING.

OTHER SPECIAL SERVICE NEEDS OF APPLICANT: NONE

DOES THIS PROPERTY HAVE A PRIVATE WELL? NO

IF NO, DO YOU HAVE PLANS TO DRILL A WELL? NO

ACREAGE/PROPERTY SIZE: approx 21.3 acres

NOTE: THIS FORM MUST BE COMPLETED BY APPLICANT ONLY.
PLEASE ATTACH A MAP OF SERVICE LOCATION.

EQUAL OPPORTUNITY PROGRAM

CLAYTON WATER SUPPLY CORPORATION
P.O. BOX 3, CLAYTON, TX 75637 (903)693-2209

The Clayton Water Supply Corp. is a member owned non-profit corporation, organized in 1965 pursuant to the Texas Revised Civil Statutes, including the Texas Water Code and the Texas Non-Profit Corporation Act and obtained financing through USDA Rural Economic Development. State regulations and laws require that **the property owner(s) must obtain membership** to Clayton WSC and provide a copy of the deed as filed in the County Clerk's office

There is a Board of Directors consisting of five members, as well as a water system operator and an office manager.
Board of Directors: Mark Roberson, President; John Pepper, Vice-President; Jerry Jones, Sec/Treas; William Goolsby, Director; Alan McDaniel, Director; Water System Operator – Steven Mims; Office Manager – Angela Bush

Members are notified by mail each year regarding the annual membership meeting. Your attendance is encouraged in order to elect directors and hear reports on finances, projects and goals of the corporation.

Following are some general rules of the corporation (please read the complete Service Application and Agreement):

MEMBERSHIP FEE is \$375.00. The non-refundable fee must be paid before any type of work begins to provide your water service.

STANDARD TAP FEE is \$500.00 for materials and installation of the meter, which must be paid before any type of work begins to provide your water service. **If your property already has a meter, you do not owe a tap fee.**

FILING FEE FOR R-O-W easement is \$30.00; A Right-of-Way Easement must be filled out completely and properly showing the names of all owners in the property, their mailing addresses, the acreage (or lot number) in the property, and Volume and Page that the deed is filed under in the County Clerk's office. **ALL owners in the property must sign the easement before a Notary Public.**

CUSTOMER SERVICE INSPECTION is \$125.00; Texas law requires that a *Customer Service Inspection* is conducted by a licensed inspector before continuous water service is established for the first time or when material changes are made to your water distribution system. This inspection must be done **while lines are visible to the inspector.** If water is turned on before a Customer Service Inspection is conducted, it is designated as temporary service and is subject to DISCONNECTION. Please be sure your CSI is done for any new connection or major renovations to avoid interruption of service.

In some instances a road bore or other special service such as a backflow preventer, pressure reducer, etc. are required to establish your water service, you will be advised of and responsible for the cost of such services.

A meter will be installed at your location if needed (new construction, no prior service). The meter will generally be set within 5 feet of the property line and conveniently accessible for the meter reader (not under trees, bushes, tall grass or behind fences). Additionally, you are responsible for keeping the meter box free of grass, weeds, or any other obstruction. Please DO NOT drive or park vehicles over the meter box.

When laying your water line from the meter, please be sure there is a SHUT-OFF VALVE between your house and the meter for your use. The meter and meter box are owned by the corporation and under State law tampering with the meter is prohibited.

The billing date is the 25th of each month. Payment is due upon receipt. **After the 5th of the month following billing, a \$15.00 late charge will be assessed on delinquent accounts.** Shut-off date for non-payment is the 20th of the month. If service has been discontinued for non-payment, full payment is due plus an additional \$50.00. (Water usage, WUA tax, late fee, shut-off fee and any other delinquent fees on your account). NSF check fee is \$30.00 plus any additional charges assessed by our bank.

Water Rates: Minimum \$25.00 (up to 2,000 gallons included). All water usage over minimum is \$5.00 per 1,000 gallons. Water usage assessment tax is .005. Clayton WSC forwards the assessment to the Texas Commission on Environmental Quality.

State law provides that there is to be **ONLY ONE RESIDENCE ON EACH METER!**

VERY IMPORTANT! If you have a water well, it **MUST BE COMPLETELY** disconnected from Clayton WSC lines. There must be an **air gap (A COMPLETE PHYSICAL SEPARATION)** in the line separating Clayton WSC and any other water source (private wells, springs, etc). Please contact maintenance at (903)693-2209 if you need additional information regarding air gaps, backflow prevention and for the **CUSTOMER SERVICE INSPECTION** which is **required** by State law.

I acknowledge that I have received a copy of this document on March 13, 2017 (date).

Applicant Lee Ann Jones Applicant _____
County Judge

SERVICE APPLICATION AND AGREEMENT (CONT'D)

AGREEMENT made this 13th day of march, 20 , between CLAYTON WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Panola County Pct #1, (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water an/or wastewater service to the Applicant and 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 and all other applicable fees, 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 part of a rural domestic water and/or wastewater system loan project contemplated with 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 thereby 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 \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If deliver 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.

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For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

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 and/or only one (1) business.** Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/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 chose 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 statues and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code and/or the Corporation's tariff and service policies.

The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

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

b. No cross-contamination 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.

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The Corporation shall maintain a copy of this agreement as long as the Member and/or premise 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 inspections. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, and 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.

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 specified in the Corporation's Tariff. By execution by the Applicant of this agreement, Applicant hereby shall comply with the terms of said Program.

By execution hereof, the Member 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 easements 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 of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. 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 water utility service under the terms and conditions of the Corporation's Tariff.

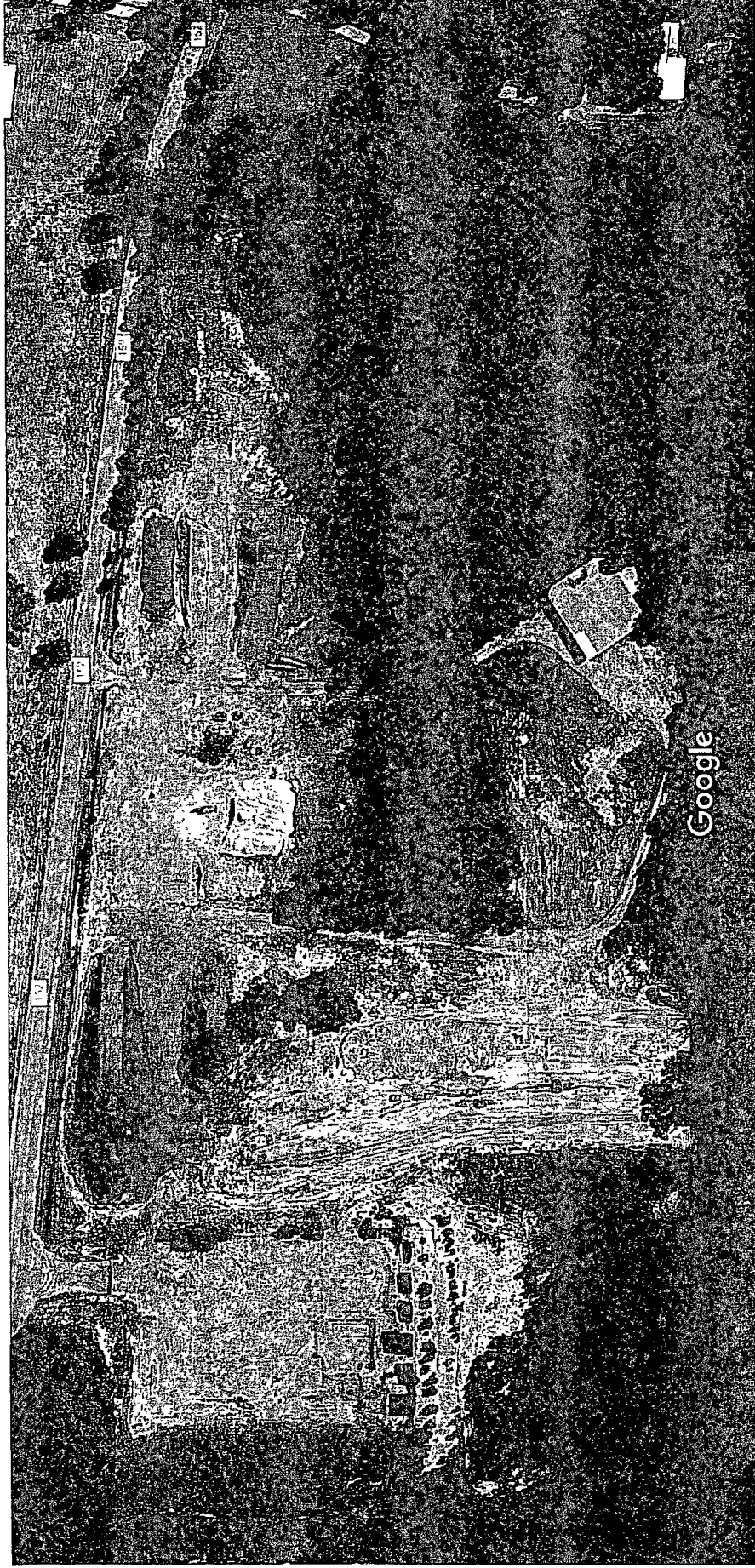
By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Lee Ann Jones 3-13-17
Applicant/Member
County Judge

Applicant/Member

Google Maps Panola County Pct 1 pit



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