

Central Bosque Water Supply Corporation

SERVICE AGREEMENT

PURPOSE The Central Bosque Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Central Bosque Water Supply Corporation will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not reestablish service unless it has a signed copy of this agreement.

RESTRICTIONS The following unacceptable 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 device.
- 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
- c. No connection which allows water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25 percent 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 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

SERVICE AGREEMENT

AGREEMENT made this ____ day of _____, 20__ between, Central Bosque Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the member).

Witnessed: The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water service from the Corporation, in accordance with the bylaws and rules and regulations of the Corporation as amended from time to time by the Corporation.

The Member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the Corporation's Board of Directors.

The Board of Directors shall have the authority to cancel and liquidate the membership of any Member in the event of noncompliance with policy or nonpayment of any charges or assessments owing by said member after thirty (30) days notice and demand for compliance or payment by mail, properly addressed to such delinquent Member. The refund of any membership fee over and above the amount due the Corporation shall be paid to the delinquent Member.

In the event the Member shall breach this agreement by refusing or failing, without just cause, to pay the minimum monthly water rate as established by the Corporation, the Member agrees to pay the Corporation a lump sum of Three hundred dollars (\$300.00) as liquidated damages.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection are for the sole use of the Member or customer and are to serve water to only one dwelling or only one business. Extensions of pipe(s) to transfer water from one property to another, to share, to resale, or sub-meter water to any other persons, dwellings, business, and/or property, etc. is prohibited.

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 prorate the water available among all Members on such basis as is deemed equitable by the Board of Directors. A schedule of hours covering the use of water for lawn and garden purposes may be prescribed. The Corporation must satisfy the needs of the Members for both domestic and livestock purposes before supplying any water for lawn and garden purposes.

The Member shall install, at his own expense, a service line from the water meter connection to the point of use. On the Member side of the meter, the Member shall provide a cut-off valve to isolate plumbing of Member. Any Member use of Corporation "stop/valve" before the meter is prohibited. **Any damages to Corporation metering facilities including box shall be subject to service charges for repair.**

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

By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water 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 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 other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

If a member chooses to create a concrete or paved drive over an existing waterline, The member is required to pay for casing of waterline (sleeve the waterline). Or the member must sign a waiver stating that the member will not hold CBWSC responsible for damages should repairs need to be made under the member's entrance. No meter will be set until casing of line is paid in full or wavier is signed.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Members property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Members 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 Members property.

The Corporation's authorized employees shall have access to the Members property or premises at all reasonable times for the purpose of inspecting for possible violations of the Corporation's policies or Texas Commission on Environmental Quality (TCEQ) Rules and Regulations.

The Water System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.

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 or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; after final construction is completed; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

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.

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

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 to the Water System.

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 expenses associated with the enforcement of this agreement shall be billed to the Customer.

By execution of the SERVICE AGREEMENT, 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 this discontinuance of water utility service under the terms and conditions of the Corporations Tariff.

By execution of this SERVICE AGREEMENT, Applicant agrees that noncompliance with the terms of this Agreement by Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

The Member pays herewith \$_____ Membership Fee (refundable upon termination provided Member is in good standing) and \$ _n/a_____ service tap installation charge (non-refundable).

Billing information

Billing name: _____
Billing Address: _____
Billing City: _____
Billing Zip: _____
Billing phone: _____
e-mail: _____

Alt: _____

Member Date

ACCEPTED AND APPROVED

President

2018

Central Bosque Water Supply Damage Waiver

I, _____ owner of said property understand that if we create a concrete or paved driveway on the above-referenced property, we have two options with respect to the water line that will run under the driveway.

1. We can sleeve the line prior to pouring the concrete at a cost to be determined by an engineer. Then, should repairs, replacements, updates, or any other modifications to the line become necessary in the future, they can be made more easily and the Corporation will be responsible for the cost of the repairs. Or;

2. We can choose not to sleeve the line and not pay this amount. If repairs, replacements, updates, or any other modifications to the line become necessary in the future and if the Corporation will have to bore under the driveway to make those repairs, replacements, updates, etc., then we will be solely responsible for those expenses associated with repair of the driveway.

We understand these options and have elected not to sleeve the water line. We agree to pay In full any necessary expenses that might be Incurred In the future relative to maintaining the water line.

I, _____ owner of said property located at _____

_____, McGregor, TX 76657 agree by signing this waiver, that I will not hold Central

Bosque Water Supply Corporation responsible for any damages to my entrance in the event of a water leak if I create a concrete or paved driveway over the existing waterline without paying to have the line sleeved at time of obtaining a membership. (Installation of a casing).

Signature of Land Owner/Member

Date: _____

Printed Name

Notary Public

Date: _____

My Commission Expires: