

# TWO WAY SPECIAL UTILITY DISTRICT

1201 Sherman Drive  
P.O. BOX 919  
Whitesboro, TX 76273  
(903)564-3180, (903)564-6013 (fax)

## SERVICE APPLICATION

DATE \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

(PLEASE PRINT)

NAME OF APPLICANT \_\_\_\_\_ DRIVERS LICENSE \_\_\_\_\_

PHONE (Home) \_\_\_\_\_ (Work/Other) \_\_\_\_\_

CO-APPLICANT \_\_\_\_\_ DRIVERS LICENSE \_\_\_\_\_

PHONE (Home) \_\_\_\_\_ (Work/Other) \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

PREVIOUS OWNER \_\_\_\_\_

BEGINNING READING \_\_\_\_\_ DATE \_\_\_\_\_

TYPE OF BUILDING \_\_\_\_\_ ACREAGE/LOT SIZE \_\_\_\_\_

### A MAP OR SKETCH OF THE SERVICE LOCATION MUST BE ATTACHED TO THIS APPLICATION

This application will not be processed unless the above required information is submitted with the application. Approval or disapproval is anticipated not later than the next months Board of Directors meeting. However, adequate time must be allowed to study the effect and impact of all new service to the overall water supply system before final approval is granted.

\_\_\_\_\_  
Date Approved For Service

\_\_\_\_\_  
Manager, Two Way SUD

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.

White, Not of Hispanic Origin     Black, Not of Hispanic Origin     American Indian or Alaskan Native     Hispanic  
 Asian or Pacific Islander     Other (Specify)     Male     Female

### OFFICE USE ONLY

Deposit \_\_\_\_\_ Payment Date \_\_\_\_\_ Account # \_\_\_\_\_ Map # \_\_\_\_\_  
Installation \_\_\_\_\_ Customer Line Extension \_\_\_\_\_ Service Installation Date \_\_\_\_\_  
Front End Capital Contribution \_\_\_\_\_ Easement \_\_\_\_\_ Service Classification \_\_\_\_\_  
Road Bore \_\_\_\_\_ Deposit Refund \_\_\_\_\_ Refund Date \_\_\_\_\_ Confidentiality Request \_\_\_\_\_

# TWO WAY SPECIAL UTILITY DISTRICT SERVICE AGREEMENT

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Policies, including payment of a deposit, the Applicant shall become eligible to receive service.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant 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, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District's published Service Policies. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or connection is for the sole use of the 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 sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and shall have access to its meter and equipment located upon Applicant'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 District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of applicant's use, including any customer service isolation valves, backflow prevention devices, pressure regulators, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant'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 the District's Service Policies.

The District 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 District 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-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 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 District shall maintain a copy of this agreement as long as the Applicant and/or premises is connected to the public water system. The Applicant 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 District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours, except in emergencies.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District 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 Applicant.

In the event the total water supply is insufficient to meet the service needs of all of the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By execution of this Agreement, the Applicant hereby agrees to comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system-wide service for existing or future customers.

In the event a water line is extended at the joint expense of the customer and Two Way Special Utility District, the line will become property of the District after a period of one (1) year.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any part of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policies.

\_\_\_\_\_  
*Applicant Printed Name*

\_\_\_\_\_  
*Applicant Signature*

*Date* \_\_\_\_\_

**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  
Two Way Special Utility District, (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 use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water  
distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current  
and future system wide customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in instrument  
recorded in Instrument Number \_\_\_\_\_, Deed Records, \_\_\_\_\_ 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.

In the event the county or state hereafter widens or relocates the public road so as to require the relocation of this water 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 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 land 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Grantor Signature

**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) subscribed to the foregoing  
instrument, and acknowledged 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 THE \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public In And For  
\_\_\_\_\_ County, Texas