

# **King Creek Water Supply Corporation**

## **Application & Agreement For Water Service**

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The signatories, herein called Subscriber, hereby requests King Creek Water Supply Corporation, herein called KCWSC, to supply water for domestic purposes to the premises identified as "service address", in Bosque County, Texas.

### Purpose

KCWSC is responsible for protecting the drinking water supply from contamination and for providing water utility service in accordance with Texas Commission on Environmental Quality (TCEQ) rules and regulations. This agreement is intended to notify the Subscriber of restrictions to protect the public health and to establish the terms under which water utility service will be provided.

### Agreement Between KCWSC and Subscriber:

Subscriber agrees that, on or before the 15<sup>th</sup> day from and after the billing each month, to pay to KCWSC for all water supplied and used and as measured by meter set on said premises, at KCWSC's rate per tariff on file with the TCEQ.

KCWSC agrees to sell and deliver water to the Subscriber in accordance with the rules and regulations of KCWSC in its tariff filed with the TCEQ and the Chapter 291 Regulations of TCEQ.

1. Each Subscriber must sign and return this agreement with payment for all applicable fees to KCWSC before KCWSC will provide water service to service address. In addition, when service to an existing connection has been suspended or terminated, KCWSC will not reestablish service unless it has a signed copy of this agreement from the Subscriber seeking to be connected and the Subscriber has met all other conditions required for the restoration of the water service.
2. KCWSC shall supply water only through a meter owned, furnished and installed by KCWSC, and the delivery of water shall be complete when it leaves the outlet of the meter. KCWSC shall keep an accurate record of the amount of water registered by each meter, and such record shall, at all times and places, including court, be accepted as prima facie evidence of the correct amount of water registered and used at said premises.
3. The Subscriber shall be liable for all water used and consumed on said premises until written notice is given KCWSC to discontinue the service and sufficient time is allowed to make final inspection and to obtain a reading of said meter. All notices must be given in writing to KCWSC, and unless so given, shall be legally binding upon the Subscriber.
4. Subscriber shall protect KCWSC against
  - a. Loss or damage of or to its pipe, connections, meter, meter boxes, and property while on Subscriber's property. In the event of such loss or damage, the Subscriber shall pay to KCWSC the cost of repairing or replacing same.
  - b. Subscriber shall not, nor shall permit anyone else, except an employee or Contractor of the KCWSC, to tamper with, attempt repair, alter,

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change, move, destroy, or interfere with in any manner, the water meter, box, pipe, connections, apparatus, or property of KCWSC while on Subscriber's premises.

- c. Subscriber shall not permit motor vehicles, or other heavy equipment to drive onto, over, or across said box, meter, and connections.
- d. Subscriber shall keep the top of said box open to sight and where it can at all times be easily reached by KCWSC or its employees.

If Subscriber fails or refuses to observe the above requirements, then KCWSC may at its option, without notice or liability to the Subscriber, charge subscriber the cost of repair/replacement equipment, cut off the services, and remove its property from the Subscriber's premises.

- 5. The duly authorized agents and employees of KCWSC shall at all times have free access to the Subscriber's premises for the purpose of installing meter and other apparatus which KCWSC may desire to install in connection with the furnishing of water hereunder, and for the purposes of inspecting its meters, box and property, reading its meter, repairing or removing its meter, repairing or removing its property or stopping its supply of water for non-payment of water bill, or to set if any of the covenants of this agreement are being violated, and if this right of inspection, repair or removal is denied by Subscriber or any other person, and suit is brought by KCWSC to recover its property, or its value, then the Subscriber shall pay all cost of suit, including a reasonable attorney's fee to KCWSC.
- 6. If a water leak is discovered, then immediate notice thereof shall be given to KCWSC, and the water shall be cut off at the customer's shutoff valve.
  - a. Under no circumstances shall Subscriber use the main water cut-off value at the meter or attempt to repair or remove the property of KCWSC.
- 7. Subscriber shall not connect more than one dwelling, business or property to said service line without the consent and approval of KCWSC. Subscriber (or renter on subscriber's property) shall not sell water to others, or otherwise dispose of any of the service supplied hereunder. Neither shall Subscriber (or renter of subscriber's property) permit others to haul or transport water from the service line without prior consent and approval of KCWSC.
- 8. The title to said water main extension and service line, including pipes, fittings, and appurtenances connected thereto, and the right to use, operate, repair and maintain the same shall at all times be and remain exclusively and unconditionally in KCWSC.
- 9. It is agreed that Subscriber's service line shall be buried at least eighteen (18) inches in the ground, if possible, and that the Subscriber shall install, at his/her expense, a stop and waste cut off on his service line. Such cutoff shall be used at all times by said Subscriber when he/she desires to turn water off for his/her own convenience. *Under no circumstances shall the Subscriber use the KCWSC service cutoff in the meter box.*
- 10. KCWSC may cut off service to Subscriber, after proper notice is given, for any of the following reasons:

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- a. Failure to pay a delinquent account for services or failure to comply with the terms of a deferred payment agreement;
- b. Violation of KCWSC's rules pertaining to the use of services or the operation of nonstandard equipment, if a reasonable attempt has been made to notify Subscriber and Subscriber is provided with a reasonable opportunity to remedy the situation.
- c. Failure to comply with deposit or guarantee arrangements when required by Rule 052.02.04.045 of the substantive Rules of the TCEQ, failure to comply with deposits and or other fees as outlined in "Section 1.0 - Rate Schedule" of the Tariff.
- d. Without notice where a known dangerous condition exists for as long as the condition exists; and
- e. Tampering with KCWSC's meter or equipment or bypassing the same.

"Proper Notice" for the purposes of Paragraph 11 means a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, provided that if the notice is mailed, the cutoff date may not fall on a holiday or a weekend, but shall fall on the next weekday after the 5<sup>th</sup> day of the notice.

11. This agreement supersedes all prior agreements, representations, promises, or inducements, written or verbal, made with respect to the matters herein contained, and no employee or agent of KCWSC has any power or authority to modify or change any of said covenants.

### Restrictions

**THE FOLLOWING UNACCEPTABLE PRACTICES ARE PROHIBITED BY KCWSC AND CHAPTER 290, STATE REGULATION AND WILL REQUIRE A CUSTOMER SERVICE INSPECTION PERFORMED BY A LICENSED CUSTOMER SERVICE INSPECTOR AT THEIR EXPENSE BEFORE PERMANENT SERVICE WILL BE PROVIDED. THIS INSPECTION MAY BE ARRANGED BY THE APPLICANT OR MAY BE PROVIDED BY THE DISCRETION OF KCWSC. A COPY OF THE APPROVED INSPECTION FORM IS PART OF THIS APPLICATION. THE COMPLETED FORM MUST BE RETURNED TO KCWSC.**

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted (examples: water hose submerged in swimming pool, watering trough, or other source of contained water). 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 on or after July 1, 1988, at any connection which provides water for human consumption.

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E. No solder or flux which contains more than .2% 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.

### **Limitations of Product and Service Liability**

KCWSC shall make reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service and shall not be liable for loss or damage incurred by reason of interruption in services, nor for loss or damage caused by unavoidable accident, or from any other causes, whether avoidable by KCWSC or not; it being expressly agreed that KCWSC's responsibility with respect to the service to be furnished hereunder ceases at the point where the Subscriber's service is tapped to the KCWSC's distribution line, and that KCWSC shall not in any event, be liable for any loss or damage caused by leakage, escape or loss of water after the same has passed into Subscriber's service line, or due to the water upon the Subscriber's premises.

### **Fire Protection**

KCWSC is not required by law and does not provide fire protection or firefighting services and does not accept liability for fire-related injuries or damages to persons or properties caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

### **King Creek Water Supply Corporation Membership Fee**

Membership to KCWSC is required for each connection to the system and is non-refundable. The membership fee amount is per tariff on file with the TCEQ.

As prescribed by the By-Laws of the King Creek Water Supply Corporation, (Article VIII, Section 1) "Membership will not be denied because of the applicant's race, color, creed, citizenship, or national origin. It is the intent of the Corporation to provide service on a nondiscriminatory basis to all persons desiring service to the extent that the capabilities of the system will reasonably permit." (Article VIII, Section 2) "A person may own more than one Membership, but each member will be entitled to only one vote regardless of the number of Memberships owned."

### **Government Testing, Inspection and Cost Surcharges**

When authorized in writing by TCEQ and after notice to customers, the utility may increase rates to recover increased costs for inspection fees and water testing. Reference Texas State Code: 30 TAC 291.21(K) (2).

### **Penalties**

If default is made in payment of any bill, and continues for a period extending beyond the last day of the month following the month in which such bill is submitted, and after KCWSC has made written demand upon Subscriber for payment with notice that non-payment will result in disconnection, KCWSC may, without further notice or liability to Subscriber, cut off and discontinue water service

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to Subscriber until such bill is paid in full, including all applicable fees and service charges per KCWSC's Tariff. Such Discontinuance of Service shall not relieve Subscriber of and from obligation to pay to KCWSC the minimum rate per month during such period of default; and after 10 days warning, if such default shall continue, then KCWSC may, as its option by written notice to Subscriber, terminate this Service Agreement and its obligations hereunder.

If Subscriber violates any of the covenants herein and the water meter is removed, then Subscriber shall remedy all violations and pay applicable costs of removal and reinstallation of meter before meter will be turned on again.

**Rental Property**

Landlord/property owner, as a member of KCWSC, shall be responsible for tenants/renters of their property following the regulations set forth in this agreement.

Tenants other than the legal owner of property serviced by KCWSC, as a Subscriber, must also sign a copy and comply with the regulations set forth in this agreement. Tenants and Renters without legal title to property being serviced by KCWSC cannot become Members of KCWSC and are not entitled to vote on any business of KCWSC brought forth to its Membership.