

# SHADY GROVE SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

**DISTRICT USE ONLY**

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Eng. Update: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_

**Please Print:** DATE \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

CO-APPLICANT'S NAME: \_\_\_\_\_

CURRENT BILLING ADDRESS: \_\_\_\_\_ FUTURE BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY: \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY: (Include name of road, subdivision with lot and block number)

\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS: (if transferring Ownership)

\_\_\_\_\_

ACREAGE: \_\_\_\_\_ HOUSEHOLD SIZE: \_\_\_\_\_

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK & NUMBER: \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

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

**EQUAL OPPORTUNITY PROGRAM**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

**Shady Grove Special Utility District,**

a corporation organized under the laws of the State of Texas (hereinafter called the District) and

\_\_\_\_\_ (hereinafter called the Applicant and/or Customer),

Witnesseth:

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Rate Order 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 qualifies for service as a new applicant or continued service as a transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rate Order and upon the terms and conditions set forth therein. The Applicant may request a copy of the District's Rate Order. 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 of any Customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. 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, and the customer/applicant has complied with all terms and conditions that caused the service discontinuance.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit 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 District's policies, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a Deposit. Applicant further agrees to pay, upon becoming a Customer, the monthly charges for such service as prescribed in the District's Rate Order. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service in the District 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 District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's Deposit.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater 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 Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Customer'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 Customer's property. The Customer shall install, at their own expense, any necessary service lines from the District'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 District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and 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, Chapter 341 of the Texas Health & Safety Code and/or the District's Rate Order and 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 0.25 % lead may be used for the installation or repair of any public water supply.
- e. No solder or flux, which contains more than 0.2 % lead, may be used for the installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The District shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system. The Customer 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.

The District shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct

any undesirable practice on their premises. The Customer 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 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.

In the event the total water supply is insufficient to meet the needs of all 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 Rate Order. By execution of this agreement, the Customer hereby shall 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 Customer as well as the District'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 is responsible. Said guarantee shall pledge any and all Deposits against any balance due the District. Liquidation of said Deposits shall give rise to discontinuance of service under the terms and conditions of the District's Rate Order.

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 District.

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

\_\_\_\_\_  
Witnesseth

\_\_\_\_\_  
Applicant/Customer

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved