

UTILITY DISTRICT USE ONLY

Date Approved \_\_\_\_\_  
Service Classification \_\_\_\_\_  
Cost \_\_\_\_\_  
Work Order No. \_\_\_\_\_  
Eng. Update \_\_\_\_\_

# PHELPS WATER SERVICE APPLICATION AND AGREEMENT

**Please Print:**                      A/C \_\_\_\_\_                      DATE \_\_\_\_\_

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

SPOUSE'S NAME \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

CURRENT BILLING ADDRESS:                      FUTURE BILLING ADDRESS:

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

PHONE NUMBER - Home (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

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

DRIVER'S LICENSE # OF APPLICANT \_\_\_\_\_

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

\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS

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

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

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

## AGREEMENT:

Witnesseth:

The Utility District shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the Utility District in accordance with the Policies and Rate Order of the Utility District as amended from time to time by the Board of Directors of the Utility District. Upon compliance with said policies, including payment of a Deposit Fee and execution of a valid easement, the Applicant qualifies for service as a new Applicant and thereby may hereinafter be called a Customer.

The Customer shall pay the Utility District for service hereunder as determined by the Utility District's Rate Order and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Customer acknowledges receipt hereof by execution of this Agreement.

The Board of Directors shall have the authority to cancel the service of any Customer not complying with any policy or not paying any utility fees or charges as required by the Utility District's published rates, fees, and conditions of service.

If this agreement is completed for the purpose of assigning water service as part of a rural domestic water system loan project contemplated with the Rural Development Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit 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 either :

(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 Utility District's policies, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the Utility District to a Deposit Fee. Applicant further agrees to pay, upon becoming a Customer, the monthly water charges for such service as prescribed in the Utility District's published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the Utility District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Utility District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Utility District. If delivery of service to said location is deemed infeasible by the Utility District as a part of this project, the Applicant shall be denied Service in the Utility 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 Utility District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Utility District's Deposit Fee.

All water shall be metered by meters to be furnished and installed by the Utility District. The meter and/or connection is for the sole use of the Customer or customer and is to serve water to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, 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 Customers, or in the event there is a shortage of water, the Utility District may initiate the Emergency Rationing Program as specified in the Utility District's Drought Contingency Plan. By execution by the Applicant of this

Agreement, Applicant hereby shall comply with the terms of said Program.

The Customer shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Utility District. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Utility District.

By execution hereof, the Customer shall hold the Utility 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 Customer/Users of the Utility District, normal failures of the system, or other events beyond the Utility District's control.

The Customer shall grant to the Utility District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the Utility District to extend or improve service for existing or future Customers, on such forms as required by the Utility District.

The Utility 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 Utility District, and shall have access to its property and equipment located upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Utility District shall have the right to remove any of its equipment from the Customer's property.

The Utility District's authorized employees shall have access to the Customer's property or premises at all reasonable times for the purpose of inspecting for possible violations of the Utility District's policies or Texas Department of Health Rules and Regulations. The Utility District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

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 has a Deposit. Said guarantee shall pledge any and all Deposit Fees against any balance due the Utility District. Liquidation of said Deposit Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Utility District'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 Utility District.

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 Utility District's Tariff.

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Applicant/Customer

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Witnesseth Approved and Accepted