

Mountain Peak
Special Utility District
5671 Waterworks Road
Midlothian Texas, 76065
972-775-3765 Fax 972-775-6508

DISTRICT USE ONLY	
Date Approved	_____
Service Classification	_____
Cost	_____
Work Order Number	_____
Eng. Update	_____
Account Number	_____
Service Inspection Date	_____

SERVICE APPLICATION AND AGREEMENT

Please Print: Date _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS:

PHONE NUMBER --Home () _____ - _____ Work () _____ - _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

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

ACREAGE _____ HOUSEHOLD SIZE _____ sq ft

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

RENTAL PROPERTY Yes/No IF YES LANDLORD/PROPERTY OWNER _____

LANDLORD/PROPERTY OWNER ADDRESS AND PHONE _____

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.

- | | | | | | | |
|--|---|---|-----------------------------------|---|---|--|
| <input checked="" type="checkbox"/> White, Not of
Hispanic Origin | <input type="checkbox"/> Black, Not of
Hispanic Origin | <input type="checkbox"/> American Indian or
Alaskan Native | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Asian or
Pacific Islander | <input type="checkbox"/> Other
(specify) | <input type="checkbox"/> Male
<input type="checkbox"/> Female |
|--|---|---|-----------------------------------|---|---|--|

AGREEMENT made this ____ day of _____, 20____, between Mountain Peak Special Utility District, a district 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 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 Fee, the Applicant qualifies for Service as a new applicant or continued service as a transferee and thereby may hereinafter be called an Applicant and/or Customer.

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 service and cancel the deposit of any Applicant 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 reestablish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, 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 rate-payers 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 Service policies, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a Deposit Fee. Applicant further agrees to pay, upon becoming a Customer, the monthly charges for such service as prescribed in the District's Service policies. 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 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 districts deposit fees.

All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the Applicant or 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 property 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 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 Applicant's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing 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 plumbing 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 plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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.
- e. No solder or flux which contains more than 0.2 % 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.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

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 his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 Applicant in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable plumbing practice on their premises. The Applicant shall, at his 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 Applicant.

In the event the total water supply is insufficient to meet all of the Applicants, 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 Policy. By execution of this agreement, the Applicant 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 Applicants/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the 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 equipment which may be deemed necessary by the District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant has paid a Deposit Fee. Said guarantee shall pledge any and all Deposit Fees against any balance due the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the District's Service Policy.

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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policy.

Witness

Applicant/Customer

Approved and Accepted

Date Approved

Date _____

Acct. _____

Name _____

SERVICE INSPECTION CERTIFICATION

Name of PWS: Mountain Peak S.U.D.

PWS ID# 0700042

Location of Service: _____

NOTICE TO HOMEOWNERS AND PLUMBERS

Mountain Peak S.U.D. (hereafter called Utility) hereby notifies all plumbers and homeowners that all public water systems in the state of Texas must comply with the rules and regulations of the Texas Natural Resource Conservation Commission concerning the construction and renovation of and addition and modifications to private water distribution facilities.

This Utility has adopted Uniform (an adequate plumbing code, regulations, or service agreement) as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the private water distribution facility. By execution of this document, the homeowner and plumber do hereby certify that the private water distribution facilities connected to the aforementioned public water supply meets, to the best of their knowledge:

- (1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations.
- (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and the private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.
- (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
- (4) No pipe or pipe fitting which contains more than 8.0% lead exists in the private water distribution facilities installed on or after July 1, 1988.
- (5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

Water service shall not be provided or restored to your private water distribution facility until the above conditions are determined to be in compliance with TNRCC's rules and regulations. This document will be retained as a part of the utility's permanent files along with all water distribution facilities inspection documents. By execution hereof, we certify that the foregoing is true and correct and that we are legally responsible for the validity of the information we have provided. We also understand that the utility can inspect this private water distribution facility and we, the homeowner and plumber, shall be present to demonstrate compliance.

Signature of Homeowner

Date

Signature of Plumber

Date

Plumber's Name and license No. (Please Print)