

Short Side Tap_____ Y-branch_____ Long Side Tap_____ Meter Reset_____ (See Back Page 1 for signature)
I Deny Public Water Service Date:_____

TARKINGTON SPECIAL UTILITY DISTRICT
19396 HIGHWAY 321
CLEVELAND TX 77327
281-592-6060

**SERVICE APPLICATION
AND AGREEMENT**

DISTRICT USE ONLY

Date Approved _____
Service Classification _____
Work Order Number _____
Eng. Update _____
Inspection Date _____
Account Number _____
Reading Sequence _____
Deposit Amount _____
Deposit Number _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS:

SERVICE ADDRESS: IF DIFFERENT FROM BILLING

PHONE NUMBER – Home (____) ____ - ____ Work (____) ____ - ____

Cell phone (____) ____ - ____ Email address _____

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 _____

ACREAGE _____ HOUSEHOLD SIZE _____ 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.

☐ White, not of ☐ Black, not of ☐ American Indian or ☐ Hispanic ☐ Asian or ☐ Other ☐ Male
Hispanic origin Hispanic origin Alaskan Native Pacific Islander (Specify) ☐ Female

AGREEMENT made this _____ day of _____, _____, between Tarkington Special Utility District, a district organized under the laws of the State of Texas (hereafter called the District) and _____ (hereinafter called the Applicant and/or Member),

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 policies and tariff 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 applicable fees and deposit, the Applicant qualifies for service as a new applicant or continued service as a transferee and thereby may hereinafter be called a Consumer.

The Consumer shall pay the District for service hereunder as determined by the District's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Consumer 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 service of any Consumer 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system financed by a loan/grant contemplated with the USDA-Rural Development, or a loan/bond issue by the Texas Water Development Board, 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/wastewater system or
 - 2) expanding the facilities of an existing water/wastewater 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 Consumer and the Indication of Interest Fee shall then be converted by the District to a Deposit. Applicant further agrees to pay, upon becoming a Consumer, the monthly charges for such service as prescribed in the District's tariff. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. 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 by 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 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 Consumer 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 submeter 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 Consumer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Consumer's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service the District shall have the right to remove any of its equipment from the Consumer's property. The Consumer 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 Consumer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

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 airgap 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 airgap or a reduced pressure-zone backflow prevention assembly. 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 plumbing on or after July 1, 1988, at any connection that 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 that provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Consumer and/or premises is connected to the public water system. The Consumer shall allow his 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 Consumer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Consumer shall immediately correct any undesirable practice on their premises. The Consumer 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 Consumer.

In the event the total water supply is insufficient to meet all the Consumers usage, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's tariff. 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 water line breaks by utility or like contractors, tampering by other Consumers/users of the District, normal failures of the system, or other events beyond the District's control.

The Consumer 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 Consumers, on such forms as are required by the District. If the Consumer constructs a fence around the water meter, or requests installation of the water tap inside an existing fence, the Consumer shall provide a walk-through gate within 25 feet of the water meter.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Consumer has applied. 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 tariff.

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 tariff.

Witness

Applicant

Approved and Accepted

Date Approved

Tarkington Special Utility District

Bills and Payment Information

Bills and late notices look like a postcard. Unfortunately, they get lost in the mail. The due date is the **20th** of the month. You will receive a \$10.00 late fee if not paid on or by the 20th. (Whether you receive a bill or not) If the 20th falls on a holiday or weekend, the bill is still due.

Payment options:

Go to our website www.tarkingtonsud.com to pay online.

Mail in your payment with check or money order

Use TSUD night drop – Cash, check or money order. Please include acct. # and/or address

Bank draft - Free to sign up. Drafts are on the 10th of every month

Send payment thru your bank with on-line payment. Keep in mind that it takes 7-10 days for TSUD to receive check from bank

If at any time you have a question regarding your bill or missing bill, please call the TSUD office at 281-592-6060.

Applicant

Date

TSUD

Date

TARKINGTON SPECIAL UTILITY DISTRICT

19396 HWY 321
CLEVELAND, TX 77327
(281)592-6060
(281)659-0056 FAX

PROOF OF OWNERSHIP – WARRANTY DEED

I, _____, owner of account # _____,
agree to provide an official Warranty Deed (has been stamped and certified at
courthouse) to TSUD on or before _____. I
understand that if I do not provide said document, I will be charged \$75.00. This
amount is the difference between an owner deposit and a renter deposit.

Date _____

Applicant _____

Approved and accepted by _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

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 Tarkington 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 access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, 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.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer 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 and/or sewer 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 lands and that said lands are free and clear of all encumbrances and liens except the following:

Form RD-TX 442-9
(Rev. 6-06)

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.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

Notary Public, State of Texas

TARKINGTON SPECIAL UTILITY DISTRICT CUSTOMER SERVICE REQUIREMENTS

The following requirements must be met within 60 days of the installation of the water tap (unless the tap is for new building still under construction):

1. All outside faucets must have a hose bib vacuum breaker (available from plumbing material suppliers, or TSUD)
2. There must be a visible air gap between lines connected to the public water supply and any private well, if existing.
3. The customer service line from the meter must be one of the following: schedule 40 PVC, SDR 21, or SDR 26.
4. There must be a shut- off valve on the customer's side of the water meter, inside or just outside the meter box.
5. Any water lines must be at least 9 feet from the septic tank, septic field lines, or sewer line.
6. If the customer constructs a fence around the meter, or requests installation of the water tap inside an existing fence, the customer shall provide a walk through gate within 25 feet of the water meter.
7. In any private plumbing facilities installed after July 1, 1988, no pipe or pipe fixture can contain more than 8.0 % lead and no solder or flux can contain more than 0.2% lead when the water from the plumbing facilities is to be used for drinking or food preparation.
8. Backflow prevention device is to be installed per TCEQ regulations, and specifications.

I, the undersigned applicant/ customer, do hereby acknowledge receipt of these customer service requirements. I understand that, in order to receive or continue to receive water service from Tarkington SUD, I am required to comply with these requirements. I will contact Tarkington SUD within 60 days of the installation of my service connection to arrange a time for an inspection by Tarkington SUD's certified inspector. If the service connection is for a new house under construction after the 60day period, I will arrange for the inspection as soon as possible after completion of the house.

Applicant\Customer

Date

TARKINGTON SPECIAL UTILITY DISTRICT

CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

Tarkington SUD
19396 Highway 321
Cleveland, TX 77327

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature