

# Bear Creek 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:**

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

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

**E-Mail Address** \_\_\_\_\_

**Sprinkler System: YES/NO**

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

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

**HOUSEHOLD SIZE - SQ. FT.** \_\_\_\_\_ **Number of Adults in Household** \_\_\_\_\_

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

\_\_\_\_\_

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

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Recipients of Federal Financial Assistance are required to collect data necessary to document compliance with this law.

The information regarding race, national origin, and gender designation solicited on this application is requested in order to assure the Federal Government, acting through USDA Rural Development, of compliance with Federal laws prohibiting discrimination against applicants on the basis of race, color, national origin, and gender. You are not required to furnish this information; however, you are encouraged to do so. The information will not be used in evaluating your application or to discriminate against you in any way. If you choose not to furnish this information, we are required to complete it based on visual observation or surname.

**ETHNIC IDENTIFICATION:**

Hispanic or Latino

Not Hispanic or Latino

**Race**

WHITE

BLACK or AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

MALE

NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER

FEMALE

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Bear Creek Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and \_\_\_\_\_, (hereinafter called the Applicant).

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 bylaws and 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 Fee, the Applicant qualifies as a new customer 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, a copy of which has been provided as an information packet, for which Customer 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 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.

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 Farmers Home 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
  - 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 Fee. 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 Application in the District and 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 Fees.

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 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 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 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 0.25% lead may be used for the installation or repair of plumbing on or after January 4, 2014, 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 Customer and/or premises is connected to the public water system. The Customer 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 Customer in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practices on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. The Customer shall have any backflow prevention device tested at least once annually by a certified Backflow technician licensed by T.C.E.Q. and registered with Bear Creek Special Utility 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 terminate service until a backflow device is properly installed and tested.

In the event the total water supply is insufficient to meet all of the 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 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 users of the District, normal failures of the system, or other events beyond the District's control.

The Customer 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 Customers, 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 a Deposit. Said guarantees 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 Rate Order. Applicant understands that if a Customer rents or leases property to a third party, the Customer may request that the District bill the renter or tenant for water service, but the Customer remains responsible for any and all unpaid bills left by the renter/lessee after the Deposit fee has been exhausted. Service shall be discontinued and shall not be reconnected until all amounts due have been paid.

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 Rate Order.

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Witness

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Applicant

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Approved and Accepted

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Date Approved

In accordance with Federal Law and the U. S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability (not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.S., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD).