

FLO COMMUNITY WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY	
Date Approved:	_____
Rate Code:	_____
Meter Install Date:	_____
Work Order Number:	_____
Account Number:	_____
Service Inspection Date:	_____

Please Print: DATE _____

APPLICANT'S NAME _____ DL# _____

CO APPLICANT'S NAME _____ DL# _____

PROPERTY 911 ADDRESS: _____

BILLING ADDRESS: _____

Meter Size:	_____
Deposit:	\$ _____
Tap Fee:	\$ _____
Equity Buy In:	\$ _____
CSI:	\$ _____
Transfer Fee:	\$ _____
Reservice:	\$ _____
Pic Fee	\$ _____

Total Cost: \$ _____

Contact #1 (_____) _____ - _____ (circle one) Cell Home Work [] I agree to accept text messages

Contact #2 (_____) _____ - _____ (circle one) Cell Home Work [] I agree to accept text messages

Emergency Contact of someone not living with applicant: (_____) _____ - _____

EMAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY _____

PREVIOUS OWNER'S Acct # _____
(if transferring Membership)

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

Name: _____

Address: _____

ACREAGE _____ HOUSEHOLD SIZE _____ # 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.

PROPERTY USE:

Residential-

New Construction [] **This is considered a temporary service contract until construction is completed!*
TEMPORARY SERVICE CONTRACT EXPIRES 90 DAYS FROM CONTRACT DATE (_____)

Projected completion date: _____ (INITIALS _____)

Mobile Home [] Constructed Home [] Other []

Commercial []

Agricultural []

Customer Signature

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 American Indian/Alaska Native
 Asian Native Hawaiian or Other Pacific Islander
Gender: Male Female

VOLUNTEER FIRE DEPARTMENT PROGRAM

In July, 2009 Flo Community Water Supply began including the option to make a contribution to the Flo, Buffalo, or Oakwood Volunteer Fire Departments. You, as a customer of Flo Community WSC, may make a \$2.00 contribution along with your monthly water bill. This contribution is labeled on your bill as VFD donation and will be delivered to the fire department of your choosing. **In order to route your donation to the correct department, you must specify in writing which fire department you are contributing to by returning the bottom portion of this notice.** This contribution is voluntary and if you may opt out at any time with a signed form. This contribution is fully tax deductible under federal income tax law. Tax statements will be mailed only by customer request. Please call the office if you need a tax statement.

I WISH ANY DONATION THAT I MAKE BE SENT TO (PLEASE SELECT ONE):

- Buffalo Volunteer Fire Department
- Flo Volunteer Fire Department
- Oakwood Volunteer Fire Department

I understand that this donation is voluntary and may be deducted from my bill at any time. I also understand that if I wish to donate to another department, I must file a written request with Flo Community Water Supply.

Customer Signature

CUSTOMER SERVICE INSPECTION

I understand once my meter is installed or the transfer is complete I have 10 days to comply with the rules for the Customer Service Inspection which is included in my upfront cost. This will include, but not limited to:

1. Uncovered shut off 1 foot from the meter box and must be clean and accessible at all times.
2. Must have permanently installed Hose Bibbs (Atmospheric Vacuum Breaker) on each outside faucet.

Customer Service Inspection instructions have been given to me and I understand that I must contact the Flo Water office to schedule the CSI.

If I fail the inspection, I understand that I will be required to pay a \$35.00 trip fee for a second inspection.

If I do not comply within 10 days, I will be contacted and possibly risk the meter being locked for non-compliance.

Customer Signature

PRIVACY (PIC) OPT OUT

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.

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.

I do understand that an additional \$5.00 will be added to my total cost of this Service Application for Privacy Opt Out (PIC).

OPT OUT (\$5.00 PIC Charge) (give no information)

OPT IN (agree to give information when requested)

Customer Signature

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation’s tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member 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 Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation’s published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation 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 Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership 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 Corporation’s policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation’s tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation 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 Corporation’s policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation’s Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member 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 Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member'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 Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation'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 Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, 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 or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation 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 Corporation 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 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 plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member 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 Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation 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 Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation'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 Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation'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 owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation'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 Corporation.

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 Corporation's tariff.

The Corporation shall provide any member with a copy of the tariff when requested. Any member included in this application understands and agrees to abide by this tariff under any and all circumstances. This includes but is not limited to Section G. Rates and Service Fees, and Section H Drought Contingency and Emergency Water Demand Management Plan. INITIAL: _____

AGREEMENT made this _____ day of _____, _____, between Flo Community Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member),

Member Signature

Member Printed Name

Approving Officer

Date Approved

FLO COMMUNITY WATER SUPPLY CORPORATION

CORPORATION USE ONLY	
County Filing Required	Tap#
Acct#:	#Pages:
Previous Deed Record	
Member Name:	
Service Address:	
Ref Info:	

**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 Flo Community Water Supply Corporation (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:

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

Deed Holder Signature

Deed Holder Printed Name

Deed Holder Signature

Deed Holder Printed Name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be _____ the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20_____
_____.

(Seal)

Notary Public in the State of Texas

Flo Community Water Supply Corporation

13934 FM 1511

Buffalo, TX 75831

903-322-4134 (phone) ~ 903-322-1778 (fax)

www.flocommunitywater.org

CUSTOMER SERVICE INSPECTION (CSI) INSTRUCTIONS

BEFORE WATER IS ACCESSIBLE

a state required CSI (performed by a Flo Water Licensed Operator) must be completed within 10 days!!

-Blue section **EVERY MEMBER**; new meter install, transfer of service, restoration of service, etc...

-Red section **ONLY** for new construction of residence.

-If inspector finds anything not within state compliance, water will be turned off and locked, this includes a cross connection or multiple residents on one meter.

-If no water line is connected within 10 days water meter will be locked until CSI can be completed.

Once the BLUE section is completed Call 903-322-4134 to set up your appointment!

-If CSI is not completed within 30 days of installation/connection meter is liable for disconnection.

Here are the things that must be in place before you call:

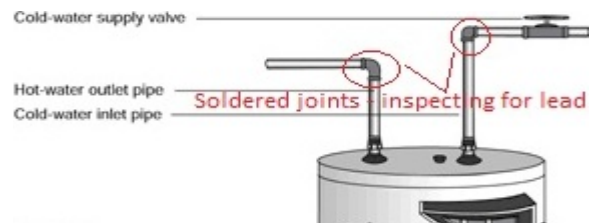
- ✓ **Every Meter:** Uncovered shut off 1 foot from the meter box and must be clean and accessible at all times.
Connection into the Flo Water provided meter takes a 3/4" male threaded fitting. Tampering with this meter or using this meter to turn your water off and on (other than water line hookup) is prohibited by the member. If there is a problem with your Flo Water provided meter please contact the office at the number listed below.



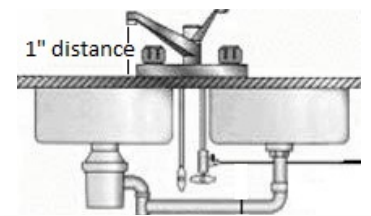
- ✓ **Every Meter:** Must have permanently installed Hose Bibbs (Atmospheric Vacuum Breaker) on each outside faucet. These can be purchased from your local hardware store.



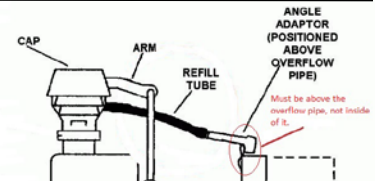
- ✓ **New Construction Permanent Dwelling (Mobile homes not included):**
Hot Water Heater inspection:
If your hot water heater joints are soldered, a lead test will be required.



- ✓ **New Construction Permanent Dwelling (Mobile homes not included):**
Faucet inspection:
All faucets just be at least 1" above the sink basin.



- ✓ **New Construction Permanent Dwelling (Mobile homes not included):**
Toilet inspection:
Refill tube must be above the overflow pipe, not in the pipe.



**** New Construction items MUST BE INSPECTED WITHIN 10 DAYS OF COMPLETION!**