



Jarrell-Schwertner Water Supply Corporation

113 N 5th Street Jarrell, TX 76537

P.O. Box 40 Jarrell, TX

512-746-2114

New Meter Application Procedure **Non-Standard Service**

1. Apply: The applicant shall submit a written request that J-SWSC perform a Subdivision Feasibility Study for any tract of land within J-SWSC's Service Area. The study shall determine if there exists sufficient capacity in J-SWSC's system to serve a subdivision proposed to be located on the tract of land, or if a need exists for an expansion to the capacity of the production and storage or general subdivision. Each request for a Subdivision Feasibility Study shall include the following:

- a. An engineering fee based upon the size of the subdivision:
- | | |
|------------------------|--------------------|
| For 1 - 10 lots | \$250.00 |
| For 11 – 250 lots | \$500.00 |
| For more than 250 lots | \$2,500.00 minimum |

This fee will be used to compensate J-SWSC for expenses incurred in reviewing such requests, including, but not limited to engineering, legal, and the like.

b. A map or plat showing the proposed subdivision, its proximity to J-SWSC's existing General Purpose Transmission Facilities, and those improvements necessary to connect such facilities, if known. The map or plat must show the legal description and the dimensions of the lots or tracts that result from the subdivision of the property. The map or plat, and any revisions, amendments, or supplements thereto, must be signed and sealed by a licensed surveyor or registered professional engineer.

c. The intended land use of the subdivision, including detailed information concerning the types of land uses proposed.

d. The ultimate projected water demand of the subdivision, anticipated water demands for each type of land use, and a projected growth schedule tied to the demand for water.

e. A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy, and the approximate date upon which service from J-SWSC will first be needed.

Because of factors such as the size of the subdivision or unique topographic features, after initial review of the request J-SWSC's Engineer may determine that additional information will facilitate evaluating the proposed Project. The Developer shall submit such additional information as specified by J-SWSC's Engineer on a case by case basis.

2. Engineer: The request for a Subdivision Feasibility Study will be submitted by the General Manager to J-SWSC's Engineer for review and evaluation. Under normal circumstances and where sufficient information is submitted with the request, J-SWSC's Engineer will complete the Feasibility Study and provide a report within 30 days of J-SWSC's receipt of the request and payment of the required fee. A copy of the report produced by J-SWSC's Engineer will be provided to the Developer requesting the Feasibility Study. The report produced by J-SWSC's Engineer should include an estimate of the cost of providing water service to the proposed subdivision based on current material and labor prices and preliminary site and engineering information.

3. Board Approval: At the next Board of Directors meeting following a minimum of 10 days from J-SWSC receipt of its Engineer's report, the request for Feasibility Study and the Engineer's report shall be submitted to the Board of Directors for its consideration. If the Board of Directors determines that providing water service to the proposed subdivision appears feasible, the Board shall adopt a resolution indicating J-SWSC's ability to provide water services to the subdivision and setting forth any special terms and conditions to such service, and J-SWSC's General manager shall provide the Developer a written estimate of the cost and charges for providing water service to the proposed subdivision, which may set forth any special terms and conditions to such service. The Developer's share of the cost to construct the facilities necessary to provide water service to the proposed subdivision will be determined at the time J-SWSC receives quotations from contractors based on final detail design.

4. Contract : After the Board of Directors has determined that service is feasible, but prior to start of construction, the Developer must enter into a contract (the "Reserved Capacity Agreement") with J-SWSC which defines the terms of service, and such terms of service shall be consistent with the policies stated within the Tariff of J-SWSC and with the Board Resolution recognizing feasibility of water service to the subdivision. The Board may authorize J-SWSC's General Manager to execute the Reserved Capacity

Agreement to provide water service to the subdivision. The Developer must pay J-SWSC a deposit of funds to cover such expenses prior to the drafting of the Reserved Capacity Agreement. If the deposit of funds paid at the time of application is insufficient to cover such expenses, then Developer shall immediately pay J-SWSC additional funds in the amount of the balance.

A determination that providing water service to a proposed subdivision appears feasible does not reserve capacity for use with the proposed subdivision. Uncommitted water supply capacity that exists in J-SWSC's system is available on a first come, first served basis and may be reserved only in accordance with Section F. Sub-section V of the JSWSC Tariff. Developer shall not have any rights to water supply capacity until after the Reserved Capacity Agreement is fully executed.

See enclosed copy of Tariff Section F for Reserved Capacity Detail

5. Fees: The applicant must pay the following fees before a meter can be installed:

- a. Membership fee - \$300.00 per meter
- b. Contribution in Aid of Construction fee - \$3700.00 per meter
- c. Connection fee - \$500.00 per meter
- d. Right of Way Easement fee – (Depends on the county)
- e. Engineering & Construction Cost for Infrastructure Upgrades

6. Easement: Before construction of the Project is begun, the Developer shall dedicate to J-SWSC, or pay the cost of acquiring, title to a 15 foot permanent easement and an adjacent 15 foot temporary work space easement, which easements shall run from J-SWSC's existing General Purpose Transmission Facilities to the Developer's subdivision. The 15 foot permanent easement shall include exclusive easement rights to a 15 foot wide strip of land, the center line of which shall be defined as the center line of the water line as installed.

7. Construction: The design of all improvements to J-SWSC's system shall be accomplished by J-SWSC's Engineer and the construction of such improvements shall be done by J-SWSC or J-SWSC's contractors. The cost of all such improvements shall be borne by the Developer in accordance with Section F subsections IV.B.1 and IV.B.2 of the Tariff. Developer shall pay J-SWSC the full amount of the construction costs within 5 days after J-SWSC awards the

contract for the construction of the improvements. The deadline for completion of construction shall in no event be more than two (2) years after the date that the filed plat is signed by J-SWSCs representative.

8. Deed Facilities: Deed all storage tank sites and other facilities required by J-SWSC's Engineer to J-SWSC as a condition of service.

Jarrell-Schwertner WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

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

PROOF OF OWNERSHIP PROVIDED BY _____

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

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____ SPRINKLER SYSTEM ____ YES ____ NO

NUMBER 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.

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 Male Black, Not of Male American Indian or Alaskan Native Hispanic Origin Hispanic Origin Asian or Pacific Islander (Specify) Other | Female

AGREEMENT made this _____ day of _____, _____,
between

Jarrell-Schwertner 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),

Witnessed:

The Corporation shall sell and deliver water 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 can be provided as an information packet. 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 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 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 sub-meter 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, and illegal lead materials.

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 are procedures and requirements for Standard and Non-Standard Service:

- a. If Applicant intends to create a concrete drive crossing over water system pipes, at the discretion of water system management, either the concrete must be constructed with expansion joints on either side of the water line or Applicant must incur the cost of encasing the pipe the length of the concrete. In either event, the water system will not be liable for damage to the drive.

- b. If Applicant intends to install and use a sprinkler system, or a sprinkler system is already existing on the Property to receive water service and that sprinkler system will be connected to the JSWSC water distribution system, an approved back-flow prevention device will be required and record of installation and testing by an authorized installer must be provided to JSWSC within 60 days of installation. Furthermore, a " meter will be required rather than the standard 5/8" by " meter. Higher monthly minimums as set forth in the company's tariff and amended from time to time by the duly elected Board of Directors will apply.

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 air gap 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 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 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 Member shall grant to the Corporation, 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 Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

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.

Print Name of Member

Applicant Member

JSWSC Representative

Date Approved