



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 **Standard Service**

A. Application for water service when a water main is on the property.

1. Apply: The applicant shall complete an application for a new meter. An engineering fee of \$50 must accompany the application.

2. Engineer: The request will be forwarded to J-SWSC's Professional Engineer to be analyzed for water capacity and pressure. A pressure reading may be taken in the surrounding area where the new meter request is planned to confirm the engineering analysis.

3. Board Approval: Once (1) and (2) are completed, the requested application along with the engineering data is presented to J-SWSC's Board of Directors for approval. The Board of Directors may request further investigation, which could result in additional costs to make the system meet the TCEQ requirements. The applicant will be notified by mail of the status. An approved application will remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1)).

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

- a. Membership fee - \$300.00
- b. Contribution in Aid of Construction fee - \$3700.00
- c. Connection fee - \$500.00
- d. Right of Way Easement fee – (Depends on the county)

5. Easement: A Right of Way Easement must be notarized and filed in the county court house.

6. Proof of property ownership: Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016(e), and 13.002 (11)).

7. Monthly bill: After the fees above are paid, an account is created by office staff. A monthly bill will be mailed beginning with the next regular billing cycle. If no water is used or no meter is present at the member's request, a minimum monthly fee will be issued.

8. Connection: The tap shall be completed within five (5) working days after approval and receipt of payment of quoted fees.

9. Service Inspection: The property of the Applicant / Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. (30 TAC 290.46(j)) Items of particular interest to the inspector are lead in fixtures or joints and back-flow prevention.

B. Application for water service when J-SWSC does not have or own a water main on the property.

1. Apply: The applicant must complete an application for a new meter. A fee of \$50.00 must accompany the application.

2. Engineer: The request must be forwarded to J-SWSC's Professional Engineer to be analyzed for a pre-design of the infrastructure and cost estimate.

3. Board Approval: Once (1) and (2) are completed, the requested application along with the engineering data is presented to J-SWSC's Board of Directors for approval. The Board of Directors may request further investigation, which could result in additional costs to make the system meet the TCEQ requirements. The applicant will be notified of the status by mail. An approved application will remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1)).

4. Pipe Relocation: If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal recorded in public records file, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for relocation onto the Applicant's property pursuant to such easement. (JSWSC Tariff Sec. E.2.c.6)

5. Road Bores & Line Extensions: In the event a road bore, line extension, or line relocation as described above is necessary, bids will be requested from two or more sub-contractors. The bids will be presented to the Applicant and the 30 day application approval time limit begins.

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

- a. Membership fee - \$300.00
- b. Contribution in Aid of Construction fee - \$3700.00
- c. Connection fee - \$500.00
- d. Right of Way Easement fee – (Depends on the county)
- e. Line Extension, Road Bore, Line Relocation Cost (based on bid)

7. Easement: A Right of Way Easement must be notarized and filed in the county court house.

8. Proof of property ownership: Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016(e), and 13.002 (11)).

9. Monthly bill: After the fees above are paid, an account is created by office staff. A monthly bill will be mailed beginning with the next regular billing cycle. If no water is used or no meter is present at the members request, a minimum monthly fee will be issued.

10. Connection: After approval and receipt of payment of quoted fees. The sub-contractor will accomplish the

road bore, line extension, or line relocation. The tap shall be completed within five (5) working days of the sub-contractors completed project but often is done on the same day.

11. Service Inspection: The property of the Applicant / Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. (30 TAC 290.46(j)) Items of particular interest to the inspector are lead in fixtures or joints and back-flow prevention.

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