

M.E.N. WATER SUPPLY CORPORATION

P. O. Box 3019
Corsicana, TX 75151-3019
903 874-4331 or 903 872-1899
<http://www.menwater.com>

CORPORATION USE ONLY

ACCOUNT NUMBER _____

SERVICE APPLICATION AND AGREEMENT

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____

FUTURE BILLING ADDRESS: _____

PHONE NUMBER – Home _____ Work _____

Cell _____ Email _____

PROOF OF OWNERSHIP PROVIDED BY _____ YR _____ NAVARRO CO. CLERK # _____

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 (SQ.FT.) _____

Number in Family _____ Livestock _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

DESIRED METER LOCATION: _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT. SIGNATURE REQUIRED ON PAGE 4

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.

Race/National Origin

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

AGREEMENT made this ____ day of _____, _____, between M.E.N. 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),
Witnesseth:

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 is available at Corporation's Office or the copy, which will be provided upon request. Member acknowledges acceptance of the terms Corporations tariff and policies, as may be revised from time to time, 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 reestablish 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 Corporation, 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, when required, 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; all fees paid or due to are paid including fees paid as an Indication of Interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$875.00 or sum of SIF and Tap fees as liquidated damages to defray any losses or investment incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of a 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) single family dwelling or one (1) service unit equivalent. 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. 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. Ground water or wastewater from applicant's property shall not be supplied to others without first right of refusal by MEN WSC on an annual basis.

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 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 Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

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.

No connection, which allows condensing, cooling or industrial process water to be returned to the public drinking water supply, is permitted. 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, which provides water for human consumption.

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.

The Corporation shall maintain a copy of this agreement as long as the Member and/or a premise is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 or prearranged hours. The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices that have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his 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 terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with inspections, re-inspection or other expenses associated with the enforcement of this agreement shall be billed to the Member.

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. This includes but is not limited to the member being responsible for providing proper sized expansion and/or pressure relief devices required for operation of the closed type system piping system that results from use of back flow prevention devices that may be installed by the Corporation or you as a member.

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.

Applicant shall notify MEN of proposed modification of elevations or installation of permanent structures, including driveways, fences, irrigation facilities, trees, and shrubbery over or near meters, valves or water lines in utility easements.

Failure to do so without written permission from MEN WSC that results in damages or restricts access to facilities will be the responsibility of the customer and/ or his contractors for any repairs or relocation of facilities 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.

Where business consist of apartments, malls, strip centers, condominiums, hotels, motels, RV parks, mobile home parks, campgrounds, or other such facilities, each individual living or, individual use space will be considered as a service unit requiring separate fees and minimum monthly usage charges. In the event that temporary use sites such as in campgrounds, RV parks, or motels are sold or leased or occupied on a permanent basis individual fees and full monthly minimums will be due on each site. Any site occupied or leased by the same person for over 30 days shall be considered as permanent. It is the member's responsibility to report changes in usage. Failure to report such changes may result in appropriate back charges for the period from when change occurred to present.

In the event the total water supply be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water the Corporation may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden/lawn/pool/commercial purposes by particular Members and require adherence thereto to prohibit the use of water for said purposes; provided that, if at any time the total water supply be insufficient to all of the needs of all Members or Members in a certain area, the Corporation must first satisfy all of the needs of all such Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the Members for both domestic and livestock purposes before supplying any water for garden/lawn/pool/commercial purposes. The Corporation may initiate an 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.

Member shall install and/or maintain a cut off valve on his side of the water meter. Use of valves on Corporation's side of meter is prohibited without prior approval by the Corporation. Member may be billed for damages occurring from unauthorized use of cutoff valves, tampering or intentional damage to any Corporation facilities. These charges may include reasonable estimate for any un-metered water loss that may have occurred.

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. Service provided without fully completed forms is temporary.

Applicant/ Member signature

Type Fee	Amount	Date Paid	Check No.
Membership	\$ 100.00		
Equity Buy-In	\$ 1000.00		
5/8 Impact	\$ 4300.00		
5/8 Meter Tap	\$ 1600.00		
CSI	\$ 100.00		
Transfer / Reconnect	\$ 35.00		
Service Maintenance	\$		

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 M.E.N. 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, extend and remove water distribution lines and appurtenances necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land located in the _____

Survey(s), 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 of the thereof being the mean centerline of pipeline(s) 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 temporary use of or to cross 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, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply 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. Easement herein described shall be an exclusive easement, which may not be used by others, except Grantor, for underground, surface and/or overhead facilities without the written waiver from Grantee. No permanent structures with the exception of paved driveways shall be placed on easement. Said paved driveways shall be limited to perpendicular crossings which shall not exceed thirty feet in width and have a minimum of sixty feet between centerlines. In addition, where property is or becomes part of a subdivision requiring approval of a political subdivision or other governmental entity, no fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easement. Grantee's customer meters and service lines are considered an integral and necessary part of utility system regardless of whether they are installed by Grantee or Grantee's customers.

Grantor hereby recognizes the existence of Grantees previously installed facilities and hereby incorporates easement rights for these facilities as same as those installed after signing date of this instrument.

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 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 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

Grantors’ 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 land 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 the 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_____

ACKNOWLEDGEMENT

STATE OF _____
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 and for) _____ County, _____.

ACKNOWLEDGEMENT

STATE OF _____
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 and for) _____ County, _____.

Notice To Homeowners & Plumbers

ACCT# _____

LOCATION _____

M.E.N WSC (903-874-4331) (Hereafter called utility) hereby notifies all plumbers and homeowners that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Natural Resource Conservation Commission concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility has adopted _____ Uniform Plumbing Code as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certify that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air-gap or an appropriate backflow prevention assembly on accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross-connection between the public drinking water supply and a private water system or well exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 8.0% lead exists in the private plumbing facilities installed on or after July 1, 1988 and prior to January 4, 2014
5. Plumbing installed after January 4, 2014 bears the expected labeling indicating <0.25% lead content. If not properly labeled, please provide written comment.

No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities installed on or after July 1, 1988. This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner shall be present to demonstrate compliance.

Signature of Homeowner	Phone No.	Date
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Signature of Plumber	Phone NO.	Date
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(please print) Plumber Name & License Number _____

\$50.00 Customer Service Inspection fee required with form before inspection.

\$25.00 Minimum additional fee will be due if lead/cu test is required or for re-inspection.

All meters are considered as temporary until Customer Service Inspection is passed.

It is customer's responsibility to notify M.E.N. WSC when building is ready for inspection.

PLEASE RETURN COMPLETED FORM

Expected completion Date: _____