

AGREEMENT made this _____ day of _____, _____, between White Shed 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 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 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. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
- f. 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 are 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 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.

Applicant Member

Date Approved

White Shed Water Supply Corp.

"Serving the Community Needs"

(903) 583-4928 • PO Box 80 • Ivanhoe, Texas 75447

Volunteer Fire Dept. Donations

The Board and Staff of White Shed Water Supply are pleased to announce our effort to assist all the Volunteer Fire Departments that serve our area. Beginning with the bill due in April 2006, White Shed will implement as part of its billing process a program under which the utility collects from its customers a voluntary contribution in the amount of \$2.00 on behalf of a Volunteer Fire Dept. This contribution will be included in your water bill automatically and forwarded to the VFD that serves your area. It is anticipated that the VFD will use these funds for operations and capital improvements.

Should a customer desire not to pay the voluntary contribution, the customer may fill out the form provided, and return it to our office before the next billing cycle. For the current billing, the customer may deduct the amount of the included contribution from their payment. Consult your tax professional regarding the income tax deductibility of the contribution. The following VFDs will receive funds from White Shed: Bonham VFD, Ivanhoe VFD, Ravenna VFD, and Telephone VFD. Amounts collected under this statute are not rates and are not subject to regulatory assessments, late payment penalties, or other utility-related fees, and are not required to be shown in tariffs filed with the regulatory authority. Added by Acts 1997, 75th Legislature, Chapter 409, 1, effective May 28, 1997. If you have questions about the volunteer fire department donations please call Monday-Friday, 8:00 a.m. to 3:00 p.m.

RETURN BOTTOM PORTION TO DECLINE VOLUNTEER FIRE DEPT. DONATIONS

PLEASE PRINT - *Name of Account Holder*

Account Number

Address

Telephone Number

City, State, Zip Code

Signature

State of Texas Rules for Public Water

These new rules are for suppliers and customers and became effective as of January 1, 1996. Although these rules are called "new," some of them have been in effect since the 50's, 60's, 70's, and 80's, but have not been enforced. They will now be strictly enforced. All of these rules and regulations were designed to guard the safety of everyone's drinking water.

The rules are:

- #1 Privately owned wells will not be hooked by any means to plumbing to which water is supplied from a public system. There are no valves or check valves approved for this purpose, and; therefore, valves do no circumvent this rule.
- #2 Hose bibs will need to have anti-siphon vacuum breakers attached to prevent contaminants from entering palatable water. Examples of hose connections falling under this rule would be hoses left hooked up and laying on the ground or hoses laying in watering vessels such as dog pans, stock tanks, etc.
- #3 Lawn sprinkler systems must have atmosphere vacuum breakers installed and kept in good working order to prevent back-siphoning.
- #4 There is to be no direct connection between water and sewage lines. This would include barring the use of water hoses to flush blocked sewage lines while the hose is hooked to an active waterline.
- #5 Sinks (kitchen, bath, mop, etc.) and tubs must have a 1" air gap between the spigot and the upper rim. Any hoses or shower attachments hooked to these fixtures must not be left laying in the bowls. They must be placed or hung at least 1" above the overflow rim.
- #6 Hot water heaters must have pop-off valves and must be in good working order. If a drain pan is under the heater and the pop-off valve has a line running down from it, the line must be 6" above the bottom of the pan.
- #7 Commodes need to be of a type equipped with a flushing valve which will not allow tank water to flow backward into the house plumbing.

If you have any doubts about your compliance with these rules, contact your water provider or a licensed plumber for assistance.