**Corporation Use Only**

Date Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Classification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Order Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Inspection Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SILVER CREEK VILLAGE**

**WATER SUPPLY CORPORATION**

**SERVICE APPLICATION AND AGREEMENT**

**Please Print:** DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MEMBER'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CO-MEMBER'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CURRENT BILLING ADDRESS: FUTURE BILLING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PHONE NUMBER - Home (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_ Work (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_ PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DRIVER'S LICENSE NUMBER OF MEMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

ACREAGE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOUSEHOLD SIZE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NUMBER IN FAMILY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SPECIAL SERVICE NEEDS OF MEMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY MEMBER 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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Ethnicity:** Hispanic or Latino **Race:**

 Not of Hispanic or Latino White Black or African American American Indian/Alaska Native

 Asian Native Hawaiian or Other Pacific Islander

**Gender:** Male Female

**AGREEMENT** made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, between Silver Creek Village Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called SCVWSC) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Member).

**Witnesseth:**

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

The Member shall pay SCVWSC for service hereunder as determined by SCVWSC’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 Member.

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 SCVWSC’s published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, SCVWSC shall not re-establish service unless it has a current, signed copy of this agreement, and the member has complied with all terms and conditions that caused the discontinuance.

The Member hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Member, upon qualification for service under the terms of SCVWSC’s policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by SCVWSC to a Membership Fee. Member further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in SCVWSC’s tariff. Any breach of this agreement shall give cause for SCVWSC to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, SCVWSC may assess a lump sum of $300.00 as liquidated damages to defray any losses incurred by SCVWSC. If delivery of service to said location is deemed infeasible by SCVWSC as a part of this project, the Member shall be denied Membership in SCVWSC and the Indication of Interest Fee, less expenses, shall be refunded. The Member may re-apply for service at a later date under the terms and conditions of SCVWSC’s policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to SCVWSC’s Membership Fees.

All water shall be metered by meters to be furnished and installed by SCVWSC. 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.*

SCVWSC 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 SCVWSC*, 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 *SCVWSC 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 SCVWSC. SCVWSC 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 SCVWSC’s tariff and service policies.

SCVWSC 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. SCVWSC 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 0.25% lead may be used for the installation or repair of any public water supply.

e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of any plumbing in a residential or non-residential facility providing water for human consumption and connected to a public drinking water supply system.

SCVWSC 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 SCVWSC or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during SCVWSC’s normal business hours.

SCVWSC 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 SCVWSC. Copies of all testing and maintenance records shall be provided to SCVWSC as required. Failure to comply with the terms of this service agreement shall cause SCVWSC 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, SCVWSC may initiate the Emergency Rationing Program as specified in SCVWSC’s Tariff. By execution of this agreement, the Member hereby shall comply with the terms of said program.

By execution hereof, the Member shall hold SCVWSC 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 SCVWSC, normal failures of the system, or other events beyond SCVWSC’s control.

The Member shall grant to SCVWSC permanent recorded easement(s) dedicated to SCVWSC for the purpose of providing reasonable rights of access and use to allow SCVWSC to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Member as well as SCVWSC purposes in providing systemwide service for existing or future members.

By execution hereof, the Member shall guarantee payment of all other rates, fees, and charges due on any account for which said Member owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due SCVWSC. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of SCVWSC’s tariff.

By execution hereof, the Member agrees that non-compliance with the terms of this agreement by said Member shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of SCVWSC.

Any misrepresentation of the facts by the Member on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of SCVWSC’s tariff.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesseth Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved and Accepted By Date Approved

Silver Creek Village Water Supply Corp.

After completing and signing, please return to:

**Silver Creek Village Water Supply Corporation**

**615 County Road 128**

**Burnet, TX 78611**