



# EL OSO WATER SUPPLY CORPORATION

4098 South Hwy 181  
Kenedy, TX 78119  
530-583-3543  
Fax: 830-583-3550  
www.elosowater.com

## WATER SERVICE APPLICATION

### ACCOUNT INFORMATION

Today's Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Home Telephone \_\_\_\_\_

Mobile Phone Number \_\_\_\_\_

Applicant's Email Address \_\_\_\_\_

Type of Meter

Residential

Commercial

### PROPERTY INFORMATION

Service will be for:

Household

Livestock

Business

Number in Family \_\_\_\_\_

Household Size \_\_\_\_\_

Livestock Type & Number \_\_\_\_\_

Acreage \_\_\_\_\_

Legal Description of Property (Include name of road, directions, subdivision with lot and block number)

Special Service Needs of Applicants (if needed):

Document(s) provided by Applicant to establish proof ownership of property (such as Warranty Deed, Gift Deed, etc)

**NOTE: FORM MUST BE COMPLETED BY APPLICANT. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED AND A COPY OF THE DEED TO SHOW OWNERSHIP AND ALLOW TITLE REVIEW TO BE PERFORMED WITH RESPECT TO APPLICANT'S AUTHORITY TO GRANT THE CORPORATION WATERLINE EASEMENT REQUIRED BY THE CORPORATION FOR OPERATION OF ITS FACILITIES AND PER TCEQ REQUIREMENTS.**

### SIGNATURE AUTHORIZATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against individuals 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 individuals on the basis of visual observation or surname.

To Opt Out Check Here

White, Not of Hispanic Origin

Asian or Pacific Islander

Male

Black, Not of Hispanic Origin

Hispanic

Female

American Indian or Alaskan Native

Other (Specify)

### CORPORATION APPROVAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Approval

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

Meter/Serial Number \_\_\_\_\_

Location Number \_\_\_\_\_

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

Date Meter Installed \_\_\_\_\_

*This Institution is an equal Opportunity provider.*

*Esta Institucion es un proveedor de servicios con igualdad de oportunidades.*



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## WATER SERVICE (MEMBERSHIP) AGREEMENT

### Agreement

This membership Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between El Oso Water Supply Corporation, a corporation organized pursuant to Chapter 67, Texas Water Code and other applicable law under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_, (hereinafter called the Applicant and/or Member).

**The following are the terms of the Membership Agreement:**

- 1 The Corporation shall sell and deliver water service and applicant/member 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/member qualifies for Membership as a new or continued Membership as a transferee and thereafter shall be called a Member.
- 2 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 the tariff has been provided as an information packet, for which the 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.
- 3 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.
- 4 If this agreement is completed for the purpose of assigning utility service as a part of a rural utility loan project contemplated with the Rural Development, an applicant shall pay 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 an expansion of an existing water system.
- 5 The applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available, upon qualification for service under the terms of the Corporation's policies. Further applicant agrees to pay the monthly charges for such service as prescribed in the Corporation's tariff.
- 6 All water shall be metered by meters 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) residential 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 as per TCEQ criteria.
- 7 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. The Corporation 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. Upon discontinuance of service the Corporation shall have the right to remove any of the Corporation's equipment from the Member's property. The Member shall install, at its own expense, any necessary private service lines from the Corporation's facilities and equipment to the point of use, including any customer's service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation and TCEQ 30 TAC 290.38 *et seq.* 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, Plumbing Code, and the corporation's tariff and service policies.
- 8 The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper treatment and/or delivery, including private water distribution system construction or configuration, especially backflow prevention. The purpose of this service agreement is to notify the customer of the restrictions, which are in place to provide protection for public health and safety. The utility is required to enforce these restrictions to ensure the public health and welfare. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed new agreement.

- 9 RESTRICTIONS. The following unacceptable practices are prohibited by TECQ regulations (30 TAC 290, *et seq.*):
- a. No direct connection between the public drinking water supply and a potential source of contamination is premitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
  - b. No cross-connection between the public drinking water supply and a private well or watersystem is permitted. These potential threats to the public drinking water supply shall be prevented at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
  - c. No Non-El Oso connection which allows water to the public drinking water supply is permitted.
  - d. No pipe or pipe fitting which contains more than 0.25% lead on the wetted surface shall exist in private water distribution facilities installed on or after January 4, 2014.
  - 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 on any connection to El Oso's water system.
- 10 The Member shall allow its property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent or engineer prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the water system's normal business hours.
- a. The Corporation shall notify the Member in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic reinspection.
  - b. The Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
  - c. 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 El Oso Water Supply Corporation.
  - d. The Member shall execute and abide by the terms of any El Oso Waterline Easement required for system operation and provision of adequate and continuous system service (ordinarily lines of 2" or larger).
- 11 **MEMBER/GRANTOR EASEMENT AS APPLICABLE TO SYSTEM INSTALLATIONS.** Member/Grantor further covenants that Member/Grantor, heirs, successors and assigns shall facilitate and assist El Oso WSC personnel in exercising their rights and privileges herein described at all reasonable times. Member/Grantor further covenants that Member/Grantor, his/her heirs, successors and assignees shall refrain from constructing appurtenances, buildings, etc. and storing equipment, materials or any objects in or around the System Easement. Furthermore, the Member/Grantor will avoid operating any machinery or conducting any activity in or around the System Easement that compromises safety or in any way violates the current Texas Water Code clearances. Member/Grantor shall not construct or locate on the recorded easement property any structure, obstruction or improvement **including concrete aprons or roadways which will interfere** with the Corporation's use of the System Easement, unless all requisite and necessary construction permits and land surveys are obtained from El Oso WSC after submitting application in writing. Further, El Oso WSC shall have the right to remove from the easement property any structure, improvement, or obstruction including concrete or other constructed facility or structure. Member/Grantor agrees to pay El Oso WSC the reasonable cost of such removal. This agreement shall be a covenant running with the land for the benefit of the Corporation.
- 12 Member/Grantor of the El Oso System Easement warrants to the best of Member/Grantor's knowledge the System Easement is free of Member/Grantor-owned underground structures and/or utilities, and the Member/Grantor of the easement will locate, or cause to be located, and reasonably marked all known Member/Grantor-owned underground utilities and/or structures owned by Member/Grantor or used to provide a service of any type to Member/Grantor along the dedicated easement. Should El Oso WSC damage or otherwise excavate an underground structure, utility or similar unmarked facility owned by Member/Grantor, the Member/Grantor shall assume all liability and agrees to save and hold harmless El Oso WSC from any and all damages except those arising out of gross negligence of El Oso WSC. Member/Grantor shall NOT be liable for damage to any facility, pipeline, structure or underground utility damaged by El Oso WSC which is not owned by the Member/Grantor or which is not used to provide a service of any type to Member/Grantor.
- 13 **NOTICE TO MEMBERS CONCERNING WATER PRESSURE HAZARD.** Member expressly acknowledges that El Oso WSC may install a check valve or other backflow regulation device at the meter servicing member's property, and that such device will assist the member in maintaining water pressure within member's private plumbing system while providing delivery to its point of use. Member further acknowledges and understand a properly operating pressure relief valve must be installed by member and maintained by member at all time on member's water heater or similar devices. Member understands that failure to maintain a properly operating pressure relief valve on a water heater is a dangerous practice, which can result in personal injury and property damage. Member hereby agrees to waive, release, and hold El Oso WSC harmless from any claims and damages resulting from malfunctioning failure, or absence of check valve, backflow prevention devices, and pressure relief valves on water heater, including without limitation, damages to person or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, and including those allegedly attributed to the negligent acts or omissions of the Corporation. See Occupations Code, Title 8 Regulation of Environmental and Industrial Trades, Chapter 1301, Plumbers, "The Plumbing License Law," September 1, 2017.

- 14 **WATER METER ASSEMBLIES.** El Oso WSC maintains the curb stop on El Oso's side of water meter. Do not use this El Oso WSC valve to cut your water on and off. **All new meter assemblies come equipped with a member cut-off between the meter and the member's side.** However, some older assemblies may not have a cut-off valve. If your meter assembly is not equipped with a cut-off valve, we strongly encourage you to have one ***installed by a licensed plumber*** before you have a major leak and subsequent large water loss on your side of the line. Additionally, El Oso's responsibility for the delivery of water service ends at the water meter. All fittings and assemblies (pressure regulators, home filters, water heater pressure valves, etc.) ahead of the water meter on the member's side are the member's responsibility. (This includes the member's personal cut-off valve.)
- 15 **ENFORCEMENT.** If the Member fails to comply with the terms of the Service Agreement, the Corporation shall, at its option, either terminate service or properly install, test, or 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.
- 16 In the event the total water supply is insufficient to meet full service of all of the El Oso WSC Members and, in the event, there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff and filed Water Conservation Policy. Water use reductions to meet conservation required shall be made prorated and in conformity with adopted policy.
- 17 By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by El Oso WSC, the retail/water 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.
- 18 The Member shall grant to the Corporation permanent recorded System Waterline Easement(s) dedicated to the Corporation for the purpose of providing the System 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 Member as well as meet the Corporation's purposes in providing system wide service for existing or future members. Waterline Easements for initial construction and maintenance shall be located to minimize any impact on applicants/members. Further, the lines shall be defined by survey and the easement filed of record to meet TCEQ and USDA requirements for proper utility service to the System and the mutual use and benefit of all members.
- 19 By execution hereof, the Member shall warrant payment of all rates, fees, and charges due on any account for which said Member owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fee shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.
- 20 By execution hereof, the Member agrees that non-compliance with the terms of this agreement by said Member shall authorize and require denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation's Board of Directors and pursuant to any applicable TCEQ rules and requirements of the applicable Plumbing Code or municipally adopted Plumbing Code (see paragraph 21 below).
- 21 Member's private water lines are to be install by licensed or trained installers that are familiar with the requirements of the health and safety requirements applicable and to assure protection of the member and retail public utility system standards applicable as adopted requirements of the El Oso Water Supply Corporation Board of Directors.
- 22 ***El Oso WSC is not responsible for Leaks on Member's side of Meter/Property.***

### SIGNATURES

\_\_\_\_\_  
Applicant/Member Signature

\_\_\_\_\_  
Co-Member Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

### APPROVAL

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

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