

Agua Special Utility District Service Application and Agreement

DISTRICT USE ONLY

Date Approved: _____
Service Class: _____
Cost: _____
Account #: _____
Work Order #: _____
Service Inspection Date: _____

Please Print: DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT/SPOUSE NAME: _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE: HOME _____

WORK _____

CELL # _____

PREFERENCE: E-BILL PAPER BILL EMAIL ADDRESS: _____

DL # OF APPLICANT: _____ DL # CO-APPLICANT: _____

LEGAL DESCRIPTION OF PROPERTY (include name of road, sub. w/lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if known)

ACREAGE _____ NUMBER IN FAMILY _____ HOUSEHOLD SIZE _____

LIVESTOCK & NUMBER _____ IF BUSINESS, NAME & TYPE OF BUSINESS _____

(ONE METER, ONE DWELLING, STANDARD SERVICE)

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following 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 _____ Not of Hispanic or Latino

Race:

_____ White _____ Black or African American

_____ American Indian/Alaska Native _____ Asian

Gender:

_____ Male _____ Female

_____ Native Hawaiian or Other Pacific Islander

AGREEMENT made this _____ day of _____, _____ between **Agua Special Utility District**, a district created under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant)

WITNESSETH:

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or service from the District in accordance and compliance with regulations of the District as amended from time to time by the Board of Directors of the District.

The Applicant shall pay the District for service hereunder as determined by the District's regulations and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof 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 the Applicant for not complying with any regulation of the District or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-established service unless it has a current, signed copy of this Agreement.

All water shall be metered to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the Applicant 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, business, or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Applicant'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 District shall have the right to remove any of its equipment from the Applicant's property.

_____ The Applicant shall install, at their own expense, any necessary service line from the District's facilities and equipment to the point of use, including any Applicant service isolation valves (**cut-off valves**), backflow prevention devices, clean-outs, and other equipment as may be specified by the District.

_____ The District shall also have access to the Applicant's property for the purpose of inspection for possible cross-connection, potential contamination hazards, and illegal lead materials.

The Applicant is hereby on notice that the District will enforce its cross-contamination prevention program to protect the public health and welfare. The following undesirable practices are prohibited by the District's regulations:

1. 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 regulation.
2. 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.
3. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

4. 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.
5. 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 District shall maintain a copy of this agreement as long as the Applicant's premise is connected to the public water system. The Applicant shall allow his or her property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District normal business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the District's regulations or the terms of this Agreement shall cause the District 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 Applicant.

In the event the total water supply is insufficient to meet all of the District's customers' water supply needs, or in the event there is a shortage of water, the District may initiate the Drought Contingency Plan as specified in the District's regulations. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Applicant/users of the District, normal failures of the system, other events beyond the District's control.

The Applicant shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operation such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account of the Applicant. Said guarantee shall pledge any and all Deposits against any balance due the District in accordance with the District's regulations.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinue of service until such time as the violation is corrected to the satisfaction for the District.

Any misrepresentation of the facts by the Applicant on any of the pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's regulations.

Witnesses

Applicant

Approved and Accepted

Date Approved

**YOU MAY REQUEST THAT YOUR PERSONAL INFORMATION
CONTAINED IN AGUA SPECIAL UTILITY DISTRICT'S
UTILITY RECORDS BE KEPT CONFIDENTIAL**

Agua Special Utility District's ("District") records, including personal customer information, may be subject to disclosure under Texas Public Information Act (Texas Government Code Chapter 552). Texas Utility Code Section 182.052 allows utilities to keep personal information, such as customer addresses, telephone numbers, account records, social security numbers, and personal medical information, confidential.

Is there a charge for this service?

No. There is no charge to request that your information be kept confidential.

How do I request that my personal information be kept confidential?

Simply complete the form at the bottom of the page and return it to:

In person to: Agua Special Utility District
3120 North Abram Road
Mission, TX 78572

By Mail to: Agua Special Utility District
P.O. Box 4379
Mission, TX 78573

Your response is required to protect your personal information from disclosure. Your response is not necessary if you do not wish to keep your information confidential.

I request that my personal information, as provided by Texas Utility Code § 182.052, be kept confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature



Final Application Checklist Procedure

ACCOUNT NUMBER: _____

LEGAL DESCRIPTION: _____

The applicant shall provide:

- Proof of Ownership (Warranty Deed or Deed of Trust)
- Valid Identification
- Utility and Access Easement (if applicable)
- On Site Septic Facilities Report (if applicable)
- Sewer Connection Permit (if applicable)

Set up Procedure (account # has been provided):

- Property Information
- Contact Information (First/Last Name, Address, Phone #, DL/ID #)

Account Management:

Customer Class Selection – Residential Commercial Agriculture Apartments
 Other _____

Meter Rate Selection – N1 ¾” Res. N2 ¾” Comm. N3 1” Comm. N4 2” Comm.
 Other _____

Non-Metered Rate Selection – TCEQ

Sullivan Sewer Rate Selection (if applicable) – AN1 NQ Res. 5/8” AC1 Comm. 5/8”
 AC3 Comm. 1” AC5 Comm. 2”

Penitas Sewer Rate Selection (if applicable) – PR1 Res. 5/8” PC1 Comm. 5/8”
 PC2 Comm. 1” PC3 Comm. 2”

La Joya Sewer Rate Selection (if applicable) – LJ1 Res. L1 Comm.

Comment Code Selection (if applicable) – Acct Confidential

City/County Limit – LCL(La Joya) MCL(Mission) PCL(Palmview)
 PENCL(Penitas) SCL(Sullivan) CL(County)

Prepared by: _____

Date: _____