

# WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

**Please Print:**

DATE

APPLICANT'S NAME

CO-APPLICANT'S NAME

EMAIL:

SERVICE ADDRESS

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER – Home/Cell ( ) -

Work ( ) -

PROOF OF OWNERSHIP PROVIDED BY

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 (if transferring Membership)

ACREAGE

HOUSEHOLD SIZE

NUMBER IN FAMILY

LIVESTOCK & NUMBER

SPECIAL SERVICE NEEDS OF APPLICANT

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

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

☐ 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 \_\_\_\_\_, 20\_\_\_\_, between Sturdivant Progress 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, and illegal lead materials.

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 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 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. 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 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 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 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, 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 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.

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.

\_\_\_\_\_  
Witnesseth

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

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



# STURDIVANT-PROGRESS WATER SUPPLY CORPORATION

241 Village Bend Rd  
Mineral Wells, TX 76067  
Phone: 940-325-6020 Fax: 940-325-3424  
[www.sturdivantprogresswsc.com](http://www.sturdivantprogresswsc.com)  
Email: [spwsc@suddenlinkmail.com](mailto:spwsc@suddenlinkmail.com)

## DOUBLE CHECK VALVE

### WARNING! WARNING! WARNING! WARNING! WARNING!

BY INSTALLING A DOUBLE CHECK VALVE ON YOUR METER, YOUR HOME HAS THE THERMAL EXPANSION CAPABILITIES THAT WERE PRESENT BEFORE.

A DUAL CHECK VALVE WILL BE INSTALLED AT YOUR METER TO HELP PREVENT ANY BACKFLOW ENTERING THE WATER SYSTEM. IF YOU HAVE A POP OFF VALVE AT YOUR WATER HEATER, YOU SHOULD NOT HAVE ANY PROBLEM.

THIS FORM IS TO WARN YOU THAT A DUAL CHECK WILL BE INSTALLED, IF ONE HAS NOT ALREADY BEEN INSTALLED, AND IF YOU HAVE ANY QUESTIONS YOU MAY CALL OUR OFFICE OR TALK WITH A PLUMBER.

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SIGNATURE OF CUSTOMER

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DATE

## INFORMATION & WAIVER FOR SPWSC CUSTOMERS/MEMBERS

### SPWSC PRESSURE REQUIREMENTS AS PER TCEQ SPWSC CUT OFF VALVE REQUIREMENTS TAMPERING & ACCESS TO METER

#### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PLAN AND TECHNICAL REVIEW (PTR) SECTION PROGRAM EXTERNAL GUIDANCE

Revised 10/15/2019 Page 1 of 3 {complete rule not listed}

#### MINIMUM PRESSURE REQUIREMENTS (FORMERLY POTABLE TRANSFER LINES)

**Rule Affected:** Title 30 Texas Administrative Code (30 TAC) §290.44(d)

##### **Background**

Section §290.44(d) in the current TCEQ's Rules and Regulations for Public Water Systems relates to the operational requirement that minimum pressures within a public water system (PWS) be maintained at 35 pounds per square inch (psi) **at the meter**. An exception to this requirement may be requested by a PWS and will be evaluated on a case-by-case basis. In order to evaluate this type of exception request, the following definitions and guidance have been established:

**Above is a portion of the rule, at the meter added in for clarification.**

**Tariff**

**OF**

#### STURDIVANT-PROGRESS WATER SUPPLY CORPORATION SECTION B.      STATEMENTS

##### **SECTION B. STATEMENTS**

6. **Damage Liability.** The Sturdivant-Progress WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The limits of liability of the WSC are the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability. The utility is not required by law and does not provide fire prevention or firefighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

#### SECTION E.      SERVICE RULES AND REGULATIONS

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15. **Rules for Disconnection of Service.** The following describes the rules and conditions for disconnection of service.

a. **Disconnection With Notice** -- Water utility service may be disconnected for any of the following reasons after proper notification has been given.

- 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;



- 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
- 5) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.

21. ***Other General Service Regulations Applicable to All Members/Customers.***

- b. Customers shall not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the meter.

22. ***Meter Tampering and Diversion.*** For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the Corporation to discontinue service,
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass,
- d. inserting objects into the meter,

**SPWSC COMPLETE COPY OF THE TARIFF IS AVAILABLE AT THE OFFICE FOR A FEE**

I \_\_\_\_\_ understand Sturdivant Progress WSC is required to provide  
35 PSI at the SPWSC side of the meter.

As the Customer/Member I am required to have a cut-off on my water line & will not use  
SPWSC meter as a cut-off.

I understand that there will be tampering fees & possible removal of the meter {with extra  
fees} to have the meter re-set. This includes fees for encoder damage and labor if the meter lid  
is removed.

Customer/Member signature \_\_\_\_\_ Date \_\_\_\_\_

SPWSC General Manager signature \_\_\_\_\_