

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____

FOUKE WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (_____) _____ - _____ 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.

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.

- White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander Other (Specify) Male
 Female

AGREEMENT made this _____ day of _____, _____, between FOUKE 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 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 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 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 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 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. Initials _____

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

FOUKE WATER SUPPLY CORPORATION

156 FM 1254

Mineola, TX 75773

903-967-3304

DATE _____

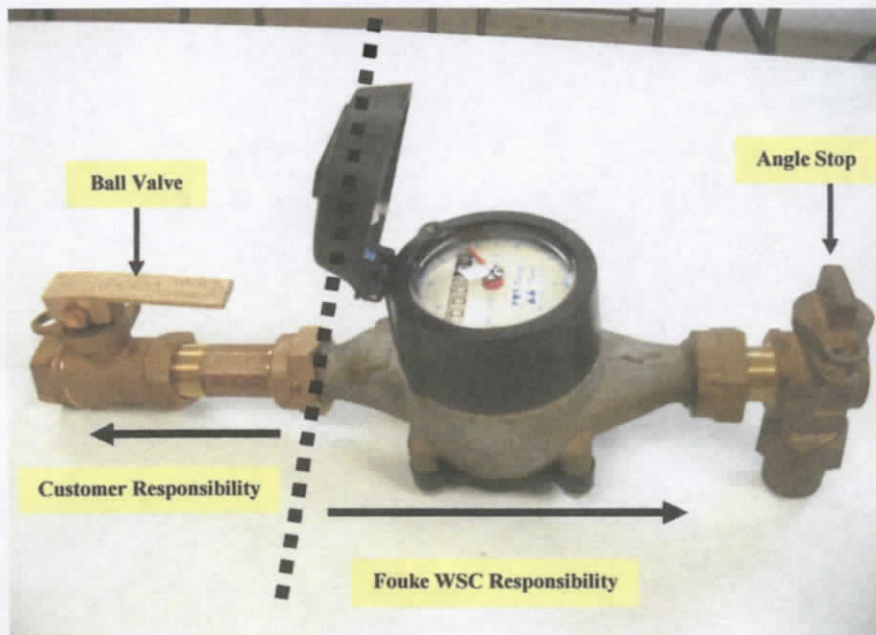
At the time of installation of Fouke Water Supply Corporation service, a ball valve, if applicable, may be installed for your use in turning your water off and on. This installation is a one-time service and it is understood and agreed that any future maintenance or replacement of the ball valve is the customer's responsibility. If it is not applicable for Fouke WSC to install a ball valve, it is the customer's responsibility to have one installed. **The angle stop on Fouke WSC's side of the meter is not for customer use.**

I was also informed that it is the customer's responsibility to take necessary precautions to control pressure, if needed, on their side of the meter. All water passing through the meter will be charged to the customers account. Please check your meter reading periodically to avoid preventable problems.

Name _____
Print

Signature

Acct. # _____



NOTICE TO FOUKE WATER SUPPLY CORPORATION MEMBERS

Effective January 1, 1996, Texas Commission on Environmental Quality is requiring inspection of all new construction, as well as, any property with facilities which have renovations or modifications relating to plumbing. These regulations are detailed in the Texas Water Code, Section 290.46 and are a result of changes made by the last session of the Texas Legislature. The primary purpose of this change is to assure that any public water supply is free from any possible contamination from unknown sources.

Fouke Water Supply has adopted the Southern Plumbing Code as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross-connection between the public drinking water supply and a private water stem or well exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 8.0% lead exists in the private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities installed on or after July 1, 1988.

This document will be retained as a part of the utilities permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner shall be present to demonstrate compliance.

Signature of Homeowner

Date

CUSTOMER SERVICE INSPECTION

At the time of application for service with Fouke Water Supply Corporation, I was informed of the fact that I will be responsible for scheduling a Customer Service Inspection. If it is not complete within the first thirty (30) days of service, my water is subject to be discontinued.

Customer Signature

Date

RIGHT OF WAY EASEMENT

At the time of application for service with Fouke Water Supply Corporation, I was informed of the fact that I will need to return a completed easement, with my signature notarized, within thirty (30) days or my water service is subject to be discontinued.

Customer Signature

Date

Fouke Water Supply Representative

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature enacted a bill, effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:
Fouke Water Supply Corporation
156 FM 1254
Mineola, Texas 75773

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of that state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

**FOUKE WATER SUPPLY CORPORATION
156 FM 1254
MINEOLA, TEXAS 75773**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

**RIGHT OF WAY EASEMENT
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Fouce Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantees' current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in Document Number _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through the Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____.

ACKNOWLEDGEMENT

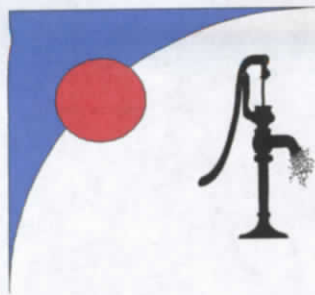
STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____.

(Seal)

_____ County, Texas



Fouke Water Supply Corp.

RATES & FEES EFFECTIVE JANUARY 1, 2014

3/4 x 5/8 Inch Meter

0		Gallons	\$	22.00 BASE
1	-	2,000 Gallons		2.00 per thousand
2,001	-	6,000 Gallons		3.50 per thousand
6,001	-	12,000 Gallons		4.00 per thousand
12,001	-	25,000 Gallons		4.50 per thousand
Over		25,001 Gallons		5.50 per thousand

NEW SERVICE

Membership Fee	\$	125.00
Equity Buy-In Fee		325.00
Installation		725.00
Customer Service Inspection		<u>50.00</u>
<i>Total</i>	\$	1,225.00

RESERVICE

Membership	\$	125.00
Installation		<u>286.00</u>
<i>Subtotal</i>	\$	411.00
Customer Service Inspection		<u>50.00</u>
<i>Total</i>	\$	461.00

PAYOUT

Down Payment	\$625.00
6 Monthly Payments	\$100.00 per month
Plus monthly water usage	

Transfer	\$66.00
Late Charges	\$10.00
Reconnect Fee	\$75.00
Returned Charge Per Item	\$30.00
Service Charge	\$25.00
Service Charge –After Hours	\$50.00
Confidential Information	\$5.00
Copies Per Page	\$0.10
Customer History Report	\$5.00
Additional Document Filing	\$16.00 Wood County \$23.00 Upshur County

BULK WATER

Deposit	\$	\$400.00
Installation		\$125.00
Monthly Billing		\$25.00
Water Per 1,000 G		\$7.00
County Road Bore		\$1,200.00
State Highway Road Bore		\$1,550.00
Meter Move		Actual Cost
Certify Meter		\$150.00
Meter Tampering		\$200.00
Temporary Meter (up to 1,000G)		\$82.00 (10 days)

******* WATER BILLS DUE ON THE 10TH OF THE MONTH *****
FAILURE TO RECEIVE A BILL WILL NOT RELIEVE THE OWNER(S) FROM THE
CONSEQUENCES OF NON PAYMENT**

**PRICES EFFECTIVE AS OF JANUARY 1, 2014
SUBJECT TO CHANGE**

156 FM 1254
Mineola, TX 75773
Phone: 903-967-3304 Fax: 903-967-3302
foukewatersupply.com