Fouke Water Supply Corporation
156 FM 1254
Mineola, TX 75773
Phone: 903-967-3304 Fax: 903-967-3302
Email: foukewsc@peoplescom.net
Web: www.foukewatersupply.com

Check list for Standard Service Application & Agreement Packet
Initial each item when complete.

_____ **Completed Service Application and Agreement** must be completed by member applicant. Call for a price quote before completing application.

_____ **Proof of Ownership** and record of filing at the county clerk's office.

_____ **The Right of Way Easement** must be signed by property owner(s) as listed on the deed and sealed by a Notary Public. The original document is required for filing. A Notary is available at our office.

_____ **Valid photo I.D.** of applicant(s) (for notarization purposes only)

_____ **Payment**: _____ **Initial cost of service must be made by check, cash or money order.**

_____ **I have read the application in its entirety**.

Bill Payment Options:

- **In Person** at Fouke Water Supply's Office located at the address above by check, cash or money order. No credit cards accepted in the office. Night drop located by front door.
- **By Mail** to Fouke Water Supply, 156 FM 1254, Mineola, TX 75773.
- **On-Line** credit or debit cards are accepted through our website listed above. There is a 3% processing fee, plus $1.00 convenience fee, charged to the customer for each credit/debt card payment processed.
- **Payment by Phone** is available. Call 903-638-0114. Have amount and account number ready. There is a 3% processing fee, plus $1.00 convenience fee, charged to the customer for each credit/debt card payment processed.
- **Automatic Draft** is available. Complete a form in the office or print it from our website and mail it in along with a voided check from the account to be drafted.
- **Mineola Community Bank** will accept payments for Fouke Water Supply water bills. Must have current bill when presenting payment.
- **Bill Pay** through your bank. Verify with your bank on payment verifications.
- **Fouke Water Supply cannot take payments over the phone.**

PLEASE SEND COMPLETED APPLICATION TO THE ADDRESS ABOVE.
DO NOT FAX OR EMAIL THE APPLICATION.

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	50.00
Total	$ 1,225.00

RESERVICE

Membership	$ 125.00
Installation	286.00
Subtotal	$ *411.00*
Customer Service Inspection	50.00
Total	$ 461.00

PAYOUT

Down Payment	$625.00
Monthly Payments	$100.00 per month
Plus Monthly Water Bill	

BULK WATER

Only Available At The Office	
Water Per 1,000 G	$7.00
Administration Fee	$25.00

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	$26.00 Wood County
	$23.00 Upshur County

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) (10 days)	$82.00

* * * * * LATE FEE ADDED AFTER THE 10TH OF EACH 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

CORPORATION USE ONLY
Date Approved: _____
Service Classification: _____
Cost: _____
Account Number: _____
Service Inspection Date: _____

FOUKE WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

Date: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

SERVICE ADDRESS: MAILING 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_____

DOES PROPERTY HAVE AN IRRIGATRION SYSTEM? YES NO

DOES PROPERTY HAVE A PRIVATE WELL? YES NO

SPECIAL SERVICE NEEDS OF APPLICANT _____

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

EQUAL OPPORTUNITY PROGRAM

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 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 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, 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 the corporation's tariff and service policies.

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 .25 % lead may be used for the installation or repair of plumbing 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 through a customer service inspection. 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 Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing 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 that Applicant as well as the Corporation’s purposes in providing system-wide service for existing or future members.

At the time of installation, Fouke Water Supply Corporation may install for your use a shut off to turn the water off and on. This installation is a one-time service and it is understood and agreed any future maintenance or replacement of the shut off is the customer’s responsibility. If it is not applicable for Fouke WSC to install a shut off, 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**.

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 the meter periodically to avoid preventable problems.

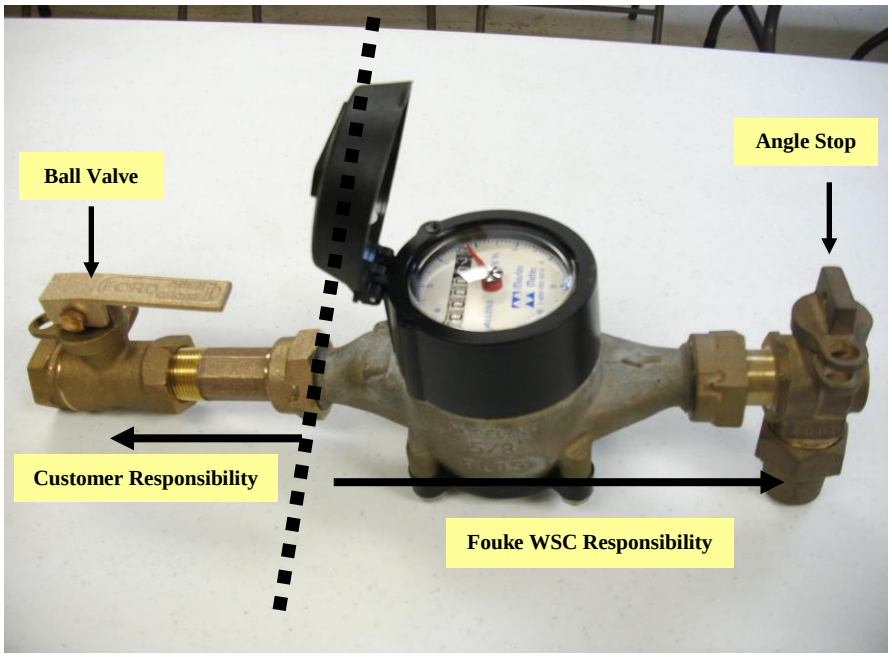
By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees 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 five pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

By signing below, states that I fully read and understand the service application and agreement.

_____	_____
Fouke Water Supply Representative	Applicant Member
_____	_____
Date	Co-Applicant Member



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 of 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
Farmers Home Administration

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantors"), in consideration of other good and valuable consideration paid by Fouke 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 use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances, 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 20' 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 CORPORATION
156 FM 1254
MINEOLA, TX 75773
903-967-3304

NAME: _____ **ACCOUNT NUMBER: _____**

ADDRESS: _____

_____

_____

I hereby give Fouke Water Supply Corporation permission, but not the responsibility, to turn my water off using the shut off located on the member's side of the meter, in the event they suspect I have a leak problem and cannot contact me by phone.

"Contact" includes leaving a message on an answering machine or a voicemail on a cell phone.

- If all criteria listed below is not met, the meter <u>will not</u> be turned off.

  1. Customer shut off valve must be visible near the meter.
  2. All members listed on application must sign form.

- I release Fouke WSC from all liability as the result of honoring this request.
- A $25.00 service charge will be applied to your account for each occurrence.
- It will be the customers' responsibility to turn their meter back on.

☐ I **DO** WANT THIS SERVICE ☐ I **DO NOT** WANT THIS SERVICE

_____ _____
Signature Date

_____ _____
Signature Date