**C**

## Acct #\_\_\_\_\_\_\_\_Deposit $\_\_\_\_\_\_\_\_\_\_\_\_Tapfee $\_\_\_\_\_\_\_\_\_\_\_\_\_Reservice $\_\_\_\_\_\_\_\_\_\_\_\_TOTAL$\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_

City Acct #\_\_\_\_\_\_\_\_\_\_\_\_ Road Bore $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***SAN JACINTO SPECIAL UTILITY DISTRICT***

***SERVICE APPLICATION AND AGREEMENT***

**Please Print:**

DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EASEMENT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPLICANT’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO-APPLICANT’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***CURRENT BILLING ADDRESS*:**  ***PHYSICAL (911) ADDRESS:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER *– Home* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Cell*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DRIVER’S LICENSE NUMBER OF APPLICANT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACREAGE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIZE OF HOUSE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Policies, including payment of a deposit, the Applicant shall become eligible to receive service.

The Applicant shall pay the District for service hereunder as determined by the District’s Service Policies 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 District shall have the authority to discontinue, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District’s published Service Policies. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

**All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the 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, of sub meter water to any other persons, dwellings, businesses, 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 meter 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 lines from the District’s facilities and equipment to the point of applicant’s use, including any customer service isolation valves, backflow prevention devices, pressure regulators, 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 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 the District’s Service Policies.

The District 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 District shall enforce these restrictions to ensure the public health and welfare. The following unacceptable practices are prohibited by State Regulations:

* No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination shall be isolated from the public water system by an air-gap, or approved appropriate back flow prevention assembly in accordance with Commission regulations
* No cross-connection between the public drinking water supply and a private water system exists. Where an actual airgap is not maintained between the public water supply, an approved reduced principle backflow prevention assembly is properly installed.
* No connection exists which would allow the return of water used for condensing, cooling, or industrial processes, back to the public water supply.
* No pipe or pipe fitting which contains more than 8.0% lead may be used in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
* Plumbing installed after January 4, 2014 bears the expected labeling indicating <0.25% lead content. If not properly labled please provide written comment.
* No solder or flux which contains more 0.2% lead exists in private water distribution facilities installed after July 1, 1988.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant 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 District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District’s normal business hours, except in emergencies.

**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 terms of this service 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 the service needs of all of the District’s customers, or in the event there is a shortage of water, the District may initiate the Drought Contingency & Emergency Water Demand Management Plan as specified in the District’s Service Policies. By execution of this Agreement, the Applicant hereby agrees to comply with the terms of said program.

*The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District’s purposes in providing system-wide service for existing or future customers.*

**By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension of service until such time as the violation is corrected to the satisfaction of the District.**

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 District’s Service Policies.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant

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

**“This Institution is an Equal Opportunity Provider”**

**CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer’s name, address, telephone number, account records and social security number confidential.

*IS THERE A CHARGE FOR THIS SERVICE?*

No. This service is provided at time of application, as our company does not solicit the names of our customers to anyone other than the law requires.

Simply complete your application and sign this form and return to:

San Jacinto Special Utility District

70 Church Ave

Coldspring, TX 77331-5400

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

We must 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 the 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, garbage, electricity or drainage service for compensation.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature

Printed name and date