



# ONALASKA WATER SUPPLY CORP.

P.O. Box 2463, Onalaska, TX 77360

(936) 646-5393

OnalaskaWater@cebridge.net

Acct. # \_\_\_\_\_

Reading \_\_\_\_\_

BK/ SEQ # \_\_\_\_\_

Meter # \_\_\_\_\_

## SERVICE APPLICATION AND AGREEMENT

*(Please Print)*

DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS: \_\_\_\_\_

FUTURE BILLING ADDRESS: \_\_\_\_\_

PHONE NUMBER Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

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

LEGAL DESCRIPTION OF PROPERTY (Include road name, subdivision with lot and block number and 911 address)

\_\_\_\_\_

911 ADDRESS \_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

\_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT

\_\_\_\_\_

NOTE: THIS FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF THE REQUESTED SERVICE LOCATION MAY BE REQUIRED.

# FEDERAL GOVERNMENT 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      **Race:**  White    Black or African American    American Indian/Alaska Native  
 Not of Hispanic or Latino       Asian    Native Hawaiian or Other Pacific Islander  
**Gender:**    Male    Female

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Onalaska 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)

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 Corporation 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.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter 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 air gap 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 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.
- 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 **0.25% lead** may be used for the installation or repair of plumbing on or after to June 1, 2015, 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 to June 1, 2015, 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 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.

**\* Note About Rental Properties:** The Onalaska Water Supply Tariff (Section E) requires the membership for each meter to be in the property owner's name. The tariff states that an "Alternate Billing Agreement" is to be signed by the property owner in order for the renter to receive the water bill each month - even though the property owner holds the membership. However, this Alternate Billing Agreement clearly states that the owner is ultimately responsible for any charges for that location, even though the bill has been sent to a renter.

**\* Note About Water Service Disconnections:** The Onalaska Water Supply's Tariff states that bills are sent out about the first of the month and there are 15 days allowed for payment of the bill. If the bill is not paid by the close of business on the 15th of the month, then a late fee is assessed and a second notice is issued allowing another 10 days for payment to be made. If the payment is not received after the combined total of 25 days, the water service will be disconnected.

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.

\_\_\_\_\_  
Witnessed

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

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

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



# ONALASKA WATER SUPPLY CORP.

P.O. Box 2463, Onalaska, TX 77360

(936) 646-5393

OnalaskaWater@cebridge.net

## SERVICE AGREEMENT SECTION TWO

Onalaska Water Supply Corporation has a legal agreement with the Polk County Fresh Water Supply District No. 2, which states:

- A. Onalaska Water Supply will turn off and lock a customer's water meter when supplied with a letter from PCFWSD#2 stating that a customer is negligent with a sewer bill.
  
- B. Onalaska Water Supply will issue a letter to the customer stating the facts of the issue and give the customer ten (10) days to correct the matter or request a meeting with the Board of Directors of Onalaska Water Supply to argue the case.

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Customer Name (*Please Print*) \_\_\_\_\_

Office Clerk Signature \_\_\_\_\_