

DO NOT PRINT DOUBLE SIDED

New Hope Special Utility District

413 CR 2651

Mineola, TX 75773

Phone: 903-569-3820 Fax: 903-569-3938

Email: nhopewater@gmail.com

Web: newhopewater.myruralwater.com

Check list for Standard Service Application Agreement Packet.

Initial each item when complete.

- _____ **Completed by Service Application and Agreement** must be completed by member Applicant. Call for a price before completing Application.
- _____ **Proof of Ownership (Warranty Deed).**
- _____ **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 in our office.
- _____ **Valid Photo I.D.** Of Applicant(s) (for Notarization only).
- _____ **Payment:** _____ **Initial cost of service must be made by check, cash, credit/debit card or money order.**
- _____ **I have read the application in its entirety.**

Bill Payment Option:

- **In Person** at New Hope SUD Office located at the address above by check, cash, credit/debit card or money order. Night Drop located on front door.
- **By Mail** to New Hope SUD, 413 CR 2651, Mineola, TX 75773
- **On-Line** credit or debit cards are accepted through our website listed above.
- **Payment by Phone** is available. Credit/debits cards only. We do not store card information. Have amount and account number ready.
- **Automatic Draft** is available. Complete a form in the office or print it from our website and mail it along with a voided check from the account to be drafted,
- **Mineola Community Bank** will accept payment for New Hope SUD water bills. Must have current bill when presenting payment.
- **Bill Pay** through your bank. Verify with your bank on payment verifications.

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

New Hope Special Utility District

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.

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 _____, _____ between

New Hope Special Utility District, a political subdivision created under the laws of the State of Texas (hereinafter called the SUD) and

_____ (Hereinafter called the Applicant/Customer), Witnesseth:

The SUD shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the SUD in accordance with the bylaws and tariff of the SUD as amended from time to time by the Board of Directors of the SUD. Upon compliance with said policies, including payment of a Deposit, the Applicant qualifies as a Customer.

The Customer shall pay the SUD for service hereunder as determined by the SUD's tariff and upon the terms and conditions set forth therein. The Customer may request a copy of the SUD's tariff. A copy of *this* agreement shall be executed before service will be provided to the Customer.

The Board of Directors shall have the authority to discontinue the service of any Customer not complying with any policy or not paying any utility fees or charges as required by the SUD's published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, the SUD shall not re-establish service unless it has a current, signed copy of this agreement, and the Customer has complied with all terms and conditions that caused the service discontinuance. **Initials** _____. Applicant further agrees to pay, upon becoming a Customer, the monthly charges for such service as prescribed in the SUD's tariff.

All water shall be metered by meters to be furnished and installed by the SUD. 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, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The SUD shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the SUD, and shall have access to its property and equipment located upon Customer'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 SUD shall have the right to remove any of its equipment from the Customer's property. The Customer shall install, at their own expense, any necessary service lines from the SUD'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 SUD. The SUD shall also have access to the Customer'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 SUD's tariff and service policies.

The SUD 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 SUD 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 pipefitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply.

- e. No pipe or pipefitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply.
- f. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The SUD shall maintain a copy of this agreement as long as the Customer and/or premises is connected to the public water system. The Customer 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 SUD or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the SUD's normal business hours.

The SUD shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer 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 SUD. Copies of all testing and maintenance records shall be provided to the SUD as required. Failure to comply with the terms of this service agreement shall cause the SUD 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 Customer.

In the event the total water supply is insufficient to meet all the Customers, or in the event there is a shortage of water, the SUD may initiate the Emergency Rationing Program as specified in the SUD's Tariff. By execution of this agreement, the Customer hereby shall comply with the terms of said program.

By execution hereof, the Customer shall hold the SUD harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customer/users of the SUD, normal failures of the system, or other events beyond the SUD's control. **Initials** _____

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

By execution hereof, the Customer shall guarantee payment of all other rates, fees, and charges due on any account for which said Customer owns. Said guarantee shall pledge any and all Customer Fees against any balance due the SUD. Liquidation of said Customer Fees shall give rise to discontinuance of service under the terms and conditions of the SUD's tariff.

By execution hereof, the Customer agrees that non-compliance with the terms of this agreement by said Customer shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the SUD.

Any misrepresentation of the facts by the Customer on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the SUD's tariff.

Witnesseth

Applicant/Customer

Approved and Accepted

Date Approved

**New Hope Special Utility District
413 CR 2651
Mineola, Texas 75773
903-569-3820**

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

{TX Utility Code Confidential, Subchapter B. 182.052 (a)}

IS THERE A CHARGE FOR TMS SERVICE? No.

HOW CAN YOU REQUEST THIS? Simply complete the form at the bottom of this page and return it with your application. 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 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.

Detach and Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

Signature

City, State, Zip code

Signature

Cross Connection Alert

To all customers of the New Hope Special Utility District:

Cross Connections can contaminate a water system. Untreated water, water from other wells, floats from watering troughs, not installed properly, and pesticides can contaminate your water system.

The TCEQ requests that each system insure there are no cross connections. If a cross connections is found, the health department has the authority to close down the entire system, until the problem is corrected. Definition of Cross-Connection: A physical connection between a public water system and either another supply of unknown or questionable quality, any source which may contain contaminating or polluting substances, or any source of water treated to lesser degree in the treatment process.

Please acknowledge your awareness of the dangers of cross connections by signing this form.

1. **Purpose. New Hope Special Utility District** is responsible for protecting the drinking water supply from contamination or pollution which would result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and. welfare. Each customer must sign the agreement before **New Hope Special Utility District** will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
2. **Plumbing restrictions.** The following unacceptable plumbing 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 device.
 - b. No Cross-Connection between the public drinking water supply and private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - c. No connection which allows water to return to 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 at any connection which provides water for human use.
 - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE INFORMATION.

Date

Signature

Date

Signature

1 DWELLING PER METER

I UNDERSTAND THE SERVICE CONTRACT I HAVE SIGNED WITH NEW HOPE SPECIAL UTILITY DISTRICT WILL PERMIT ME TO HAVE (1) DWELLING AND/OR ONLY ONE METER. THIS IS DESIGNATED ON PAGE TWO OF THE SERVICE AGREEMENT. I WILL NOT BE PERMITTED TO EXTEND A PIPE OR PIPES TO TRANSFER WATER FROM ONE PROPERTY TO ANOTHER, NOR SHARE, RESELL, OR SUB-METER WATER TO ANY OTHER PERSON, DWELLING, BUSINESS, OR PROPERTY.

NEW HOPE SPECIAL UTILITY DISTRICT FURNISHES ALL 5/8" X 3/4" METERS UPON THE COMPLETION OF THE SERVICE APPLICATION AND AGREEMENT, AS WELL AS THE PAYMENT OF ALL FEES ASSOCIATED THEREWITH. ALL METERS OVER 5/8" X 3/4" THE CUSTOMER WILL PAY THE DIFFERENCE IN COST OF INSTALLING THOSE METERS.

DATE

SIGNATURE

DATE

SIGNATURE

Rural Utilities Service

New Hope Special Utility District

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Granters"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **NEW HOPE SPECIAL UTILITY DISTRICT**, (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 Granters' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in _____ Deed Records, **WOOD** 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. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Granter or their successors or assigns to move or remove any such abandoned lines or appurtenances. 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, Granter 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 30' 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 Grantors' 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:

Granter does hereby bind itself, its successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto and will remain in effect for so long as the Grantee and/or their assigns shall own this property.

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

(Print Name) _____ (Print Name)

(Sign) _____ (Sign)

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 THIS OFFICE THIS THE __ day of _____, 20_____
Wood County, Texas