

THREE OAKS WATER SUPPLY, CORP

6907 F.M. 541 WEST  
FLORESVILLE, TX 78114  
(830) 391- 2198

[3oakswsc@threeoakswsc.com](mailto:3oakswsc@threeoakswsc.com)

Please complete and return the enclosed Service Application and Agreement with the \$175.00 Engineering Fee. This application will be submitted to the engineer for evaluation and approval. If approved the cost of the membership and meter installation is \$3200.00. Also at this time the engineer will provide cost estimate for any construction if necessary to provide service to your location. (Example- Line extension, Road Crossing). Please provide a map and designate where the meter is to be located. The membership fee and meter installation must be paid before additional construction will start and the cost of such construction must be paid before service is turned on. Service Application and Agreement must be completed by the property owner and is ONLY Good FOR 1 (One) CONNECTION.

**If the Service Agreement is being completed for a transfer of an existing service no fees apply.**

Please provide a copy of the front page of your property deed as proof of your ownership.

Easement may be required once we determine the property location.

If you need assistance please contact us at 830 391 2198 or contact using email: [3oakswsc@threeoakswsc.com](mailto:3oakswsc@threeoakswsc.com)

Signature is required on last page.

Engineering Fee \$175.00  
Membership Fee \$100.00  
METER COST \$3100.00

Date Approved \_\_\_\_\_  
METER# \_\_\_\_\_  
(Fees Not Applicable For Transfer  
Of Membership)

THREE OAKS WATER SUPPLY CORPORATION  
SERVICE APPLICATION AND AGREEMENT

**ONE HOUSEHOLD SERVICE PER METER ONLY---NO MULTIPLE CONNECTIONS**

Please Print:

DATE \_\_\_\_\_

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

SPOUSE'S NAME \_\_\_\_\_

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

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

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

PHONE NUMBER- HOME (\_\_\_\_) \_\_\_\_\_

WORK (\_\_\_\_) \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY (Copy of Deed) \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name & number of road , ect.)  
\_\_\_\_\_  
\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS

ACREAGE \_\_\_\_\_

HOUSEHOLD SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_

LIVESTOCK & NO. \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT:  
\_\_\_\_\_  
\_\_\_\_\_

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SERVICE APPLICATION AND AGREEMENT (CONT'D)

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between THREE OAKS WATER SUPPLY CORP. , 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 Applicant shall purchase, receive, and/or reserve water 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 Member ship 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.

The Board of Directors shall have the authority to 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.

Any breach of this agreement shall give cause for the Corporation to liquidate, as damage, 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 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 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 Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the sole use of the Member or customer and is to serve water to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property is prohibited and will result in forfeit of membership in the Corporation.

In the event the total water supply is insufficient to meet all of the 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 by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.

The Member shall install at his own expense a service line from the water meter to the point of use, including and customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or mom-residential facility providing water for human consumption and connected to the Corporation.

By execution hereof, the Member 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 systems, or other events beyond the Corporation's control.

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 such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

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 times for any purpose connect 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 Corporation's authorized employees shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations of the Corporation's policies or TCEQ Rules and Regulations. The Corporation

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strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply. Cross Connections Are Prohibited.

By execution of this Service Application and Agreement, 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 water utility service under the terms and conditions of the Corporation's Tariff.

By execution of this Service Applicant and Agreement, 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 three pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

**700 PUBLIC NOTICES**      **700 PUBLIC NOTICES**

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF THREE OAKS WATER SUPPLY CORP.** Pursuant to Chapter 13.2502 of the Texas Water Code, Three Oaks Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Three Oaks Water Supply Corporation, Certificate of Convenience and Necessity No. 10656, in Wilson, Karnes, and/or Atascosa County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water connections on a single contiguous tract of land must comply with the Subdivision Policy contained in Three Oaks Water Supply Corporation's tariff. **Three Oaks Water Supply Corporation is not required to extend retail water to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.** Applicable elements of the Subdivision Policy include: Evaluation by Three Oaks Water Supply Corporation of the impact a proposed subdivision service extension will make on Three Oaks Water Supply Corporation's water supply service system and payment of the costs for this evaluation; Payment of reasonable costs or fees by the developer for providing water supply service capacity; Payment of fees for reserving water supply capacity; Forfeiture of reserving water supply service capacity for failure to pay applicable fees; Payment of costs of any improvements to Three Oaks Water Supply Corporation's system that are necessary to provide the water service; Construction according to design approved by Three Oaks Water Supply Corporation and dedication by the developer of water facilities within the subdivision following inspection. Three Oaks Water Supply Corporation's tariff and a map showing Three Oaks Water Supply Corporation's service area may be reviewed at Three Oaks Water Supply Corporation's office at 8519 FM 1344, Floresville, TX 78114; the tariff/policy and service area map also are filed on record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, TX 78711.

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

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

Date \_\_\_\_\_

FORM MUST BE COMPLETED BY  
APPLICANT ONLY.  
A MAP OF SERVICE LOCATION REQUEST  
MUST BE ATTACHED