

## WATER APPLICATION INSTRUCTIONS

Please fill in the highlighted area on page # 1.

You are to keep pages # 2 & #3 for your files.

Page # 4 needs your signature where marked.

Page # 5 is to be filled out in front of a notary and the Wilderness needs the original page returned with pages # 1 & #4. The Wilderness Plat Information has been filled in with your lot and phase.

Please send a check in the amount of \$ 2, 000.00 to: THE WILDERNESS PROPERTY OWNERS ASSOCIATION along with your paperwork. You may drop this in the GREEN SECURE BOX by the office door or mail to: 400 FM416 Streetman, TX 75859.

Do not email or fax this information. Southern Oaks Water Supply will not accept faxed signature applications.

If you have any questions please call the office, 903-389-7559.

**Southern Oaks Water Supply**  
2702 Anderson CR 489, Montalba, Texas 75853  
(800) 436-9394 or (903) 338-2912

**APPLICATION FOR WATER SERVICE**

Date: \_\_\_\_\_ Customer: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check applicable items: ☒ Residential ☐ Commercial ☐ Owner ☐ Tenant ☐ Age over 65 ☐ Age under 21

Lot \_\_\_\_\_ Block \_\_\_\_\_ Phase \_\_\_\_\_ Subdivision \_\_\_\_\_ Wilderness \_\_\_\_\_ Meter #: \_\_\_\_\_

Previous Owner (if transferred): \_\_\_\_\_  
(If transferred, new owner assumes any current or past due charges due on this account.) Initialed by: \_\_\_\_\_

Desired Water Meter Size:  
☒ Standard residential 5/8 – 3/4 inch ☐ Other (State Size): \_\_\_\_\_

The Utility agrees to sell and deliver water to the customer and the customer agrees to purchase and receive water from the utility in accordance with the rules and regulations of the Utility as included in its approved Tariff on file with the Utility and the Texas Natural Resource Conservation Commission and those rules and regulations included in this Service Agreement.

All water will be measured by meters, which are furnished, installed, owned and maintained by the Utility. The meter and/or connection are for the sole use of the customer to serve water to one dwelling, business or property. The customer shall not share, resell, or sub-meter water to any other dwelling, business, property, etc., without the specific written authorization of the Utility and in compliance with all applicable laws and regulations. The meter service shall remain in the name of the property owner. For service to be transferred to another name, proof of purchase will be required.

The Utility has the right to locate a water service meter, and the pipe necessary to connect the meter, on the property of the customer at a point mutually agreeable to both the Utility and the Customer. The Customer will allow the Utility access at all reasonable times to its property and equipment located on the customer's premises for the limited purposes of reading the water meter, repairing or replacing existing facilities and the inspection of customer's facilities to check for illegal connections, unsafe plumbing practices or cross-connections, in compliance with the requirements of the Texas Department of Health's "Rules and Regulations for Public Water System."

Southern Oaks Water Company is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. As the prevailing guide for plumbing facility construction, CWC Water Company has adopted parts of the Southern Standard Plumbing Codes, as amended in 1994, which has certain plumbing restrictions to provide this protection. The Utility shall enforce these restrictions to ensure the public health and welfare. Each customer must sign this application and agree to its principles before service can be established. 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.



Plumbing Restrictions: The following undesirable plumbing practices are prohibited by State regulations.

1. 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.
2. 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 installation of a reduced pressure-zone backflow prevention device.
3. No connection, which allows water to be returned to the public drinking water supply, is permitted.
4. 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.
5. 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.

As previously stated, the Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the water system or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the water system's normal business hours. The water system shall notify the customer in writing of any cross-connection or other undesirable plumbing practice, which has been identified during the initial inspection or the periodic re-inspection. The customer shall immediately correct any undesirable plumbing practice on his premises. The customer shall, at his/her own expense, properly install, test and maintain the necessary backflow prevention device as required by the water system. Copies of all testing and maintenance records shall be provided to the water system. If a customer fails to do so, the utility will terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expense associated with this installation shall be billed to the customer.

The customer shall also install, at his/her own expense, a service line from the water meter to the point of use, which will include a cutoff valve on the customer's side of the water meter. The customer will be responsible for maintenance and repair of the service line. The customer shall hold the utility harmless from any and all claims or demands for damage to real or personal property occurring from the point the customer ties on to the water meter to the final destination of the line installed by the customer.

The customer agrees to grant to the utility an easement/right-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves and any other equipment which may be deemed necessary for the provision of utility service to that customer. The utility will attempt to restore the customer's property to its original condition after installation or repairs. This easement may be in such form as is required by the utility. The customer agrees to not interfere with the utility's employees in the discharge of their duties. The customer will not permit anyone to tamper with or interfere with any of the utility's equipment installed on the customer's premises.

COMMERCIAL APPLICANTS (CUSTOMERS):

1. Please describe the commercial operations to be served: \_\_\_\_\_  
\_\_\_\_\_
2. Will these operations place unique, non-standard service demands upon the system or require any special facilities?    ☐ No    ☐ Yes    If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All commercial operations shall be required to have a reduced pressure zone backflow prevention device properly installed and inspected, and certified yearly, by a licensed plumber or a backflow prevention specialist.

The applicant has been shown a copy of the Utility's Texas Natural Resource Conservation Commission approved tariff and agrees to pay the rates in the tariff and abide by the requirements in this application. If the customer fails to comply with the terms of this service agreement, the utility shall, at its option, terminate service.

### **Water Rates**

<u>Number of Gallons</u>	<u>Meter Size</u>	<u>Cost</u>
0-3000 gallons (Minimum Bill)	5/8" & 3/4"	\$23.25
	1"	\$38.46
	1-1/2"	\$76.72
	2"	\$122.80
	3"	\$230.29
	4"	\$384.06
3001-10000 gallons	Any size meter	\$2.00/1000 gallons
10001+	Any size meter	\$2.50/1000 gallons

### **Regulatory Assessment**

A regulatory assessment, equal to one percent (1%) of the charge for retail water service only, shall be collected from each retail customer.

### **Miscellaneous Fees**

- Tap-On Fee \$300.00  
The tap-on fee is based on the average of the utility's actual cost for materials and labor for standard residential connection of 5/8" or 3/4" meter. Extraordinary expenses such as road bores, street crossings, cut-off valves, and check valves may be added to this fee.
- Reconnection Fee
  - ☐ Reconnect fee for service after termination for non-payment \$25.00
  - ☐ Reconnect fee for service after termination for any reason other than by customer's request. \$60.00
  - ☐ Reconnect fee for service after termination by customer voluntary disconnects for a period of time more than 11 months. \$60.00
  - ☐ Reconnect fee for service after termination due to property being sold. \$60.00
  - ☐ Reconnect fee for service after termination by customer voluntary disconnect for a period of time less than 11 months from disconnection. \$156.75

The reconnect fee will be charged before service can be restored to a customer whose service has been disconnected for reasons listed in this tariff or the Commissions Substantive Rules. A full inspection of the plumbing facilities by a licensed inspector or licensed plumber will be required before reconnection. All plumbing shall conform to certain portions of the SOUTHERN PLUMBING CODE as amended and adopted by the utility.
- Transfer Fee \$30.00  
The transfer fee is for a new customer at a location where service has not been physically terminated.
- Return Check Fee \$15.00  
This fee will be charged for ALL returned checks regardless of reason.
- Deposit \$50.00  
The deposit will be retained for approximately 18 months and will earn interest at a rate of 10% annually. A letter of credit may be substituted in lieu of a deposit.
- Backflow Preventor \$50.00
- Cut-Off Valve \$50.00
- Customer Service Investigation \$75.00
- Late Payment Penalty \$2.00 or 5%  
A one time penalty may be made on delinquent bills but may not be applied to any balance to



which the penalty was applied in a previous billing. The due date shall be 16 days after the issuance of the bill. Payment is delinquent if the full payment, including the late fees, is not received at our office by 5:00pm on the due date. The late payment penalty will be \$2.00 or 5.0% of the bill, whichever is greater.

**Fees Charged**

Tap-On Fee	\$ <u>300.00</u>
Cut-Off Valve	\$ <u>50.00</u>
Backflow Prevention Device	\$ _____
Contribution in Aid	\$ _____
Transfer Fee	\$ _____
Re-Connection Fee	\$ _____
Customer Service Investigation	\$ <u>75.00</u>
Other: _____	\$ _____
<b>TOTAL DUE</b>	<b>\$ <u>425.00</u></b>

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Co-Applicant's Signature

Inspection of the plumbing at premises shall be conducted on or about the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_. Service is to be connected at the service location on or about the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Utility Representative

**NOTICE**

As per our service agreement, which you have executed, we are requiring that a backflow prevention device be installed on your water meter.

By signing on the line below, you are hereby accepting notification that should your pop-off valve on your hot water heater fail or be bypassed, you will have a closed circuit that could result in a rupture of your hot water heater. For your protection you should also have installed an expansion chamber on your hot water heater.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date  
**Right-of-way Easement**

\_\_\_\_\_  
Agent for the water company

**(General Type Easement)**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by SOUTHERN OAKS WATER SUPPLY. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, it 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 the front 25' of Lot \_\_\_\_\_, Block \_\_\_\_\_ of the \_\_\_\_\_ Wilderness \_\_\_\_\_ Subdivision, described by Plat in Cabinet B \_\_\_\_\_ Envelope \_\_\_\_\_, of \_\_\_\_\_ Freestone \_\_\_\_\_ County, together with the right of ingress and egress over said front 25' of said lot for the utility installation, service and maintenance, including the right to keep same cleared of shrubbery, trees, fences and hard surface driveways.

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 or any repair to same at anytime. 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 lands.

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

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

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to 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\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN/FOR STATE OF TEXAS