

DO NOT PRINT DOUBLE SIDED

Ramey Water Supply Corporation
2482 N US Highway 69 (Physical Address)
P O Box 58 (Mailing Address)
Mineola, TX 75773
Phone: 903-569-6502 Fax: 903-569-1114
Email: rameywatersupply1971@yahoo.com
Web: www.rameywatersupply.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 Ramey Water Supply's Office located at the address above by check, cash, credit/debit card or money order. Night Drop located on front door.
- **By Mail** to Ramey Water Supply, PO Box 58, Mineola, TX 75773
- **On-Line** credit or debit cards are accepted through our website listed above.
- **Payment by Phone** is available. Credit/debit 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,
- **Broad Street Bank** will accept payment for Ramey Water Supply 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.

CORPORATION USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng. Update:	_____
Account Number:	_____
Service Inspection Date:	_____

Ramey WATER SUPPLY CORPORATION 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

Gender: Male Female

Race: White Black or African American American Indian/Alaska Native
 Asian Native Hawaiian or Other Pacific Islander

AGREEMENT made this _____ day of _____, _____ between Ramey Water Supply Corporation, a corporation organized under the laws of the State of _____ The as (hereinafter called the Corporation) and _____ (Hereinafter called the Applicant and/or Member), Witnesseth:

, The Corporation shall sell and deliver water and/or wastewater 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. The Applicant may request a copy of the Corporation's tariff. A copy of *this* agreement shall be executed before service will be provided to the Applicant.

The Board of Directors 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, and the member/applicant has complied with all terms and conditions that caused the service discontinuance. **Initials** _____ If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing.
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this

agreement shall give cause for the Corporation to liquidate, as damages, 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 \$300.00 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 Membership in the Corporation and the Indication of Interest Fee, 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 Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection 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 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 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 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 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. **Initials** _____

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.

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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

Ramey Water Supply Corp.
P O Box 58
Mineola, Texas 75773
903-569-6502

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? Yes. There is a one-time charge of \$0.00 cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS? Simply complete the form at the bottom of this page and return it with your check or money order for \$0 .00 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. I have enclosed my payment of \$0.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

Signature

City, State, Zip code

Signature

Cross Connection Alert

To all members of the Ramey Water Supply Corporation:

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.** The **Ramey Water Supply Corporation** 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 **Ramey Water Supply Corporation** 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

MULTIPLE HOOK-UPS

I UNDERSTAND THE SERVICE CONTRACT I HAVE SIGNED WITH RAMEY WATER SUPPLY CORPORATION WILL PERMIT ME TO HAVE (1) DWELLING AND/OR ONLY ONE METER. THIS IS DESIGNATED ON PAGE THREE 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.

MUTIPLE HOOK-UPS ARE DEFINED ON PAGE 3 OF THE SERVICE AGREEMENT.

RAMEY WATER SUPPLY FURNISHES ALL 5/8" TO 3/4" METERS AND PAYS FOR REPAIRS TO THOSE METERS- ALL METERS OVER 5/8" TO 3/4" THE CUSTOMER WILL PAY THE DIFFERENCE IN COST OF INSTALLING THOSE METERS.

DATE

SIGNATURE

DATE

SIGNATURE

Rural Utilities Service

Ramey Water Supply Corp.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **RAMEY 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, 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 Grantors' 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 30' 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 30' 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 Grantor 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, Grantor 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:

Grantor 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. The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

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