



MOFFAT WATER SUPPLY CORP.

5460 LAKEAIRE BLVD. TEMPLE, TEXAS 76502
PHONE (254) 986-2457 FAX (254) 986-2530

www.moffatwatersupply.com

"This institution is an equal opportunity provider."

Account #:	
Membership:	
Service Application:	
Proof of Ownership:	
Bell CAD Prop ID:	
Easement:	
Meter Serial #:	

SERVICE APPLICATION AND AGREEMENT

DATE _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS (if different):

PHONE NUMBER: HOME (____) _____ - _____

CELL (____) _____ - _____

ENROLL IN PAPERLESS BILLING - EMAIL ADDRESS: _____

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:

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 America ☐ American Indian/Alaska Native
☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EQUAL OPPORTUNITY PROGRAM EQUAL OPPORTUNITY PROGRAM

Service Application and Agreement (cont.)

AGREEMENT made this _____ day of _____, _____,
between Moffat 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),

Witnessed: _____

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 being 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 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.

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.

Service Application and Agreement (Cont.)

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. The 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 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 expense, shall be refunded. The Applicant may re-apply for service later 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 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 sub-meter 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.

Service Application and Agreement (Cont.)
CROSS CONNECTION CONTROL AND BACKFLOW TESTING PROGRAM

Cross Connection Control and Backflow Testing for Irrigation Systems:

The Backflow and Cross-Connection Control program is one of the steps mandated by the Texas Commission on Environmental Quality (TCEQ) rules, 30 TAC Chapter 344 subchapter E, requiring a Reduced Pressure Zone backflow prevention assembly (RPZ), be installed on all irrigation systems where there is an on-site sewage facility (OSSF/septic system).

Moffat WSC is required to comply with the TCEQ rules and is also required to survey the water system to identify the customers that have a lawn irrigation system and an OSSF/septic system in order to follow the TCEQ requirements.

An RPZ must be inspected upon installation with a copy of the inspection report provided to Moffat WSC within 10 days of completion. The RPZ must also be inspected on an annual basis and the inspection report is to be provided to Moffat WSC every year. If Moffat WSC has not received an inspection report from a licensed plumber within 10 days of the due date, we will perform the inspection and send you a bill for \$105.00. The inspection must be done by a person holding a Backflow Prevention Assembly (BPAT) license (See information below on testing and reporting).

When transferring a meter, all members must provide an RPZ certified inspection form in accordance with state and local requirements before the meter can be transferred out of previous owner's name. If a sprinkler system is going to be installed after the meter is purchased, an RPZ must be installed and tested. All initial and annual inspections must be delivered to Moffat WSC within 10 days of installation using their online data management services provided by Backflow Solutions, Inc.

The inspection and testing requirement is applicable to all new installations after implementation of this program. Any changes to an existing system or installation of a new irrigation system after that date will require the customer to install an RPZ. All initial and annual inspections must be provided to Moffat WSC within 10 days of installation using their online data management services provided by Backflow Solutions, Inc. at www.bsionline.com.

Failure to provide RPZ inspection reports to Moffat WSC office within 10 days may result in disconnection of service.

Cross Connection Control and Backflow Testing for Customers with Swimming Pools:

All Moffat WSC meters that supply swimming pools will be required to have an "Air Gap" or a Reduced Pressure Zone (RPZ) back flow and back pressure preventer installed at their meter location that can be tested upon installation and every year afterwards. Test results need to be received by Moffat WSC within 10 days of completion using their online data service management services provided by Backflow Solutions, Inc. at www.bsionline.com.

The inspection and testing requirement is applicable to all new installations after implementation of this program. Any changes to the existing system or installation of a new swimming pool system after the said date will require any customer to have an air gap, or to install an RPZ. All initial and annual inspections must be delivered to Moffat WSC within 10 days of installation using their online data management services provided by Backflow Solutions, Inc. at www.bsionline.com.

Failure to provide RPZ inspection reports to Moffat WSC office within 10 days may result in disconnection of service.

Service Application and Agreement (Cont.)

Cross Connection Control and Backflow Testing Program

Cross Connection Control and Backflow Testing for Commercial Businesses:

All Moffat WSC meters that supply convenience stores with carbonated water machines, sell Gas or Diesel will be required to have a Reduced Pressure Zone (RPZ) back flow and back pressure preventer installed at their meter location that can be tested upon installation and every year afterwards. Test results need to be received by Moffat WSC within 10 days of completion using their online data service management services provided by Backflow Solutions, Inc.

Failure to provide RPZ inspection reports to Moffat WSC office within 10 days may result in disconnection of service.

Proper Device Testing and Reporting Delivery Method:

All Moffat WSC customers are responsible for hiring a licensed backflow tester to perform the annual test and certification of their backflow assembly(s). Moffat Water Supply Corporation doesn't endorse any licensed vendors, but a list of available companies is provided on our website for your convenience. <https://www.moffatwatersupply.com/>. The tester must upload their inspection report using Moffat WSC's contract data management services provided by Backflow Solutions, Inc. at www.bsionline.com. Customers must use the water system Certificate of Convenience and Necessity number 11166, issued by the State of Texas to locate their device, and or to learn more about the importance of backflow prevention for protection of the water supply. Please contact BSI via e-mail (support@backflow.com) or phone (888-966-6050) if you have any questions.

Definitions. The following definitions are applicable to this policy. Texas Administrative Code (state.tx.us)

- Air gap--The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch.
- Backflow prevention--The prevention of the reversal of flow, due to back siphonage or backpressure, of non-potable water from an irrigation system into the potable water supply.
- Backflow prevention assembly--A mechanical assembly used to prevent backflow into a potable water system. The type of assembly used is based on the degree of hazard (health hazard or non-health hazard) and hydraulic conditions.
- 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 a lesser degree in the treatment process.
- Health hazard--A cross-connection, potential contamination hazard, or other situation involving any substance that can cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

•Irrigation inspector--A water district operator, governmental entity, or licensed irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district and is required to be licensed under Chapter 30 of this title (relating to Occupational Licenses and Registrations) or a licensed plumbing inspector.

•Irrigation system--A system permanently installed on a site and that is composed of an assembly of component parts for the controlled distribution and conservation of water to irrigate, reduce dust, and control erosion in any type of landscape vegetation in any location. This term includes sprinklers and sprinkler systems used for irrigation. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

•New installation--An irrigation system installed at a location where one did not previously exist or is a complete replacement of an existing irrigation system.

•Reduced Pressure Principal Backflow Prevention Assembly--An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve

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 member/customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. 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.
- b. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- c. 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 January 1, 2014, at any connection which provides water for human consumption.
- d. No solder or flux which contains more than 0.0 % lead may be used for the installation or repair plumbing on or after January 1, 2014, at any connection which provides water for human consumption.

Service Application and Agreement (Cont.)

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 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 paid 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.

Service Application and Agreement (Cont.)

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

Applicant/Member Signature

Co-Applicant/Member

Signature Approved by (MWSC Staff)

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type 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 Moffat Water Supply Corporation WSC, (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 and/or sewer collection lines and appurtenances, over and across land described as _____ particularly described in instrument recorded in Document Number ----- Deed Records, Bell County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

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 the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and **all** water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer 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 and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' 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 lands and that said lands are free and clear of all encumbrances and liens except the following:

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement) (Cont.)

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 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____

ACKNOWLEDGEMENT

(Individual)

STATE OF TEXAS§
COUNTY OF BELL §

This instrument was acknowledged before me on _____ day of _____ 20_ __,,
by _____

(SEAL)

Notary Public, State of Texas

AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED PAYMENTS (ACH DEBITS)		
Moffat Water Supply Corporation 5456 Lakeaire Blvd. Temple, Texas 76502 254-986-2457		
I (we) hereby authorize <u>Moffat Water Supply</u> , hereinafter called MWSC, to initiate debit entries from my (our) <input type="checkbox"/> checking <input type="checkbox"/> savings account (check one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.		
DEPOSITORY/BANK NAME:		CITY
ADDRESS:	STATE:	ZIP:
ROUTING NUMBER:		ACCOUNT NUMBER:
This authority is to remain in full force and effect until MWSC has received notification from me (or either of us) of its termination in such time and in such manner as to afford MWSC and DEPOSITORY a reasonable opportunity to act upon it.		
NAME(S):		MWSC ACCT NUMBER:
DATE:	SIGNATURE:	

****Please include a VOIDED check with Authorization Form.**



MOFFAT WATER SUPPLY CORP.

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"This institution is an equal opportunity provider."

VOLUNTARY ROUND-UP PROGRAM

Moffat Water Supply Corporation is honored to provide our members with a solely voluntary round up program to provide benefit for the Moffat Volunteer Fire Department. Each month, water bills of participating members are rounded up to the nearest dollar amount. For example: A water bill of \$58.50 will be rounded up to \$59.00, with the additional \$0.50 going to a separate fund for Moffat Volunteer Fire Department. All monies collected through the round up program go directly to Moffat VFD for use towards their operating needs.

Moffat Water Supply Corporation conducts this Round up Program in accordance with Texas Water Code Section 67.017 and will provide full transparency as these funds are a part of the annual audit of Moffat WSC accounts performed each year by independent CPA. A full disclosure of those audits are proved to members at the Annual Membership Meeting and posted to the corporation's website. We will also provide an annual summary of funds collected and delivered to Moffat Volunteer Fire Department on our website. All forms and reports are made available at www.moffatwatersupply.com.

Moffat Volunteer Fire Department is a charitable organization exempt under IRS Section 501(c)(3), so contributions are tax deductible. Any Moffat WSC member may request an annual audit of their account providing the dollar amount of voluntary round up contributions given to Moffat Volunteer Fire Department by calling our office at 254-986-2457 or emailing custserv@moffatwatersupply.com.

Please consider one of the options by marking your choice below:

☐

Yes, I choose to participate in the voluntary round up program to benefit Moffat Volunteer Fire Department. Please round up my monthly bill to the next dollar amount.

☐

No, I do not choose to participate in the voluntary round up program to benefit the Moffat Volunteer Fire Department. Do not round up my monthly bill to the next dollar amount.

Member name (print): _____

Member signature: _____

Account Number(s): _____ Date: _____

Please return this completed form to Moffat Water Supply Corporation by email to custserv@moffatwatersupply.com or delivery to 5460 Lakeaire Blvd., Temple, TX 76502. For Further Information call the Moffat WSC administrative office at 254-986-2457.