



NEW METER APPLICATION

INSTRUCTIONS

- ❖ **Complete this entire packet and return it to our office with a check payable to Dean Water Supply Corp. for your installation fees. *(Checks and cashier checks are the only forms of payment we accept for a new meter.)***
- ❖ **Bring a copy of your Property Deed.**
- ❖ **Bring a copy of your photo ID**
 - **If this application is for an LLC, also bring a copy of the Certificate of Formation that shows you are the registered agent for the company.**
 - **If for any other type of business, please bring the proper papers that show you are the legal signer on behalf of the business.**

IMPORTANT: READ CAREFULLY

Once your meter is installed your account is immediately active. You will receive a monthly bill beginning the 1st of each month following installation. Even if you do not use water, a monthly base rate, plus the 0.5% TCEQ Regulatory Assessment fee, is billed to your account. Base rate is determined by meter size, please call our office to find out the base rate of the meter you are purchasing.

The only option that allows you to avoid a monthly bill is to request that your meter be locked at the time of installation (see below). When you need to have your meter turned on, call our office at (903) 597-2817 Monday through Friday. Please note that a \$40 Trip Fee will be charged to your account for this service.

Please select one of the following:

- Please leave my meter unlocked upon installation. I understand that I will receive a monthly bill beginning on the 1st of the month following installation.
- Please lock my meter. I understand that it is my responsibility to call when I need to have the meter unlocked, and that a \$40 Trip Fee will be charged to my account.

Print Name

Signature

Date

*****PLEASE NOTE:** If you do not select one of the 2 options and sign the form, **your meter will be LOCKED by default**, and you will be **required to pay \$40** when you want the meter unlocked.

CORPORATION USE ONLY

Work Order Number: _____
 Account Number: _____
 Location Number: _____ - _____
 Book/Seq: _____
 NEW METER EID: _____
 NEW METER S/N: _____
 BEGINNING READ: _____
 DATE OF INSTALL: _____
 ENTERED BY: _____

NEW METER
 Standard Meter Other _____
 Installed with Lock Installed w/o Lock

**DEAN WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE _____

APPLICANT'S NAME _____ Email: _____

CO APPLICANT'S NAME _____ Email: _____

CURRENT BILLING ADDRESS:

SERVICE ADDRESS:

PHONE NUMBER Phone # (____) _____ - _____

Work # (____) _____ - _____

Phone # (____) _____ - _____

Work # (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY (copy of Deed) _____

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 known):

ACREAGE _____ HOUSEHOLD SIZE (square feet) _____ RENTAL PROPERTY? (circle) **YES** **NO**

NUMBER of BEDS/BATHS _____ / _____ LIVESTOCK & NUMBER (IF applicable) _____

SPECIAL SERVICE NEEDS OF APPLICANT (if any) _____

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 _____, _____,
Date Month Year
 between Dean Water Supply Corporation, a corporation organized under the laws of the State of Texas
 (hereinafter called the Corporation) and _____
Applicant & Co-Applicant Name(s)
 (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, 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, and the member/applicant has complied with all terms and conditions that caused the service discontinuance.

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 pipe fitting 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 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.

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.

BACK FLOW / CROSS CONNECTION PREVENTION PROGRAM SURVEY	
<u>PLEASE CIRCLE EITHER YES OR NO ON ALL QUESTIONS</u>	
Is this new service for a business?	YES NO
Does this property have an operative water well?	YES NO
Will the dwelling/structure be newly constructed?	YES NO
If the answer to the question above is "NO," and the structure will be moved from another location, was the building constructed after July 1, 1988?	YES NO
Will there be multiple plumbed dwellings/structures on this property?	YES NO <u>(Call if YES)</u>
Will there be water troughs on the service property?	YES NO
Will the outside faucets have vacuum breakers on hose bibs?	YES NO
Will you have a swimming pool?	YES NO
Will you have a sprinkler system?	YES NO
Will you have a sprinkler system that pumps water from a lake/pond?	YES NO
Will you have an aerobic septic system?	YES NO

Applicant Member's Signature: _____ Date _____

Co-Applicant Member's Signature: _____ Date _____

Dean Water Supply Corp. Representative: _____ Date _____

**CUSTOMER REQUEST
THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage unless the primary source of water for the utility is a sole-source designated aquifer.

IS THERE A CHARGE FOR THIS SERVICE?

No.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:

Dean Water Supply Corp
P.O. Box 4695
Tyler, TX 75709

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

I WANT YOU TO MAKE MY PERSONAL INFORMATION CONFIDENTIAL,
including my address, telephone number, usage and billing records.

Name of Account Holder

Account Number (office use)

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

ATTENTION: NEW CUSTOMERS!
WARNING!

If a counterclockwise meter reading is ever discovered at your address, it is our policy to install a double check valve. By installing the double check valve on your water meter, your home will lose the thermal expansion capabilities that were present before. Check with your plumber or contractor to make sure that your water heater will be/is protected.

The purpose of installing a dual check valve at your meter is to prevent any backflow from entering the water system. If you have a "pop off valve" on your hot water heater, you should not have a problem.

By signing this form, you are verifying that you have been notified of possible problems involved with the installation of a double check valve. If you have any questions, please contact our office or call a licensed plumber.

Print Name

Signature

Date

ATTENTION

The following page must be notarized **IN PERSON** and **will not be accepted by email.** If you are unable to come to our office, please sign before a notary and MAIL in the unfiled/notarized easement to:

Dean WSC
PO Box 4695
Tyler, TX 75712

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor(s)"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **DEAN WATER SUPPLY CORPORATION** (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 _____ acres of land, more particularly described in instrument recorded in Document #: _____ of Deed/OPR Records, Smith 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, relocation (as above limited), substitution or removal thereof; and (3) the rights 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 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 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 line 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 Grantor's 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:

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_____



Signature(s) _____ / _____
Print Name(s) _____ / _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on _____ by _____

Notary Public, State of Texas

SEAL

AFTER RECORDING RETURN TO:

Dean Water Supply Corporation
P.O. Box 4695
Tyler, TX 75712