

# SERVICE APPLICATION & AGREEMENT

## DIANA SPECIAL UTILITY DISTRICT

P O BOX 74  
DIANA, TX 75640-0074  
(903) 663-4837 (903) 663-5031 FAX

PLEASE PRINT: DATE \_\_\_\_\_

MOVE IN DATE: \_\_\_\_\_

### OFFICE USE ONLY

COST: \$ \_\_\_\_\_ TRANSFER \_\_\_\_\_  
ACCOUNT \_\_\_\_\_  
S# \_\_\_\_\_ ID# \_\_\_\_\_  
PUMP \_\_\_\_\_ DATE \_\_\_\_\_  
READING \_\_\_\_\_  
LAT \_\_\_\_\_ LONG \_\_\_\_\_  
SEQ \_\_\_\_\_

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

CO-APPLICANT'S NAME \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

CELLULAR (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ EMAIL: \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_ DOB \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF CO-APPLICANT \_\_\_\_\_ DOB \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OCCUPANT: \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_

NUMBER IN HOUSEHOLD \_\_\_\_\_ RESIDENCE SQUARE FOOTAGE \_\_\_\_\_

ACREAGE \_\_\_\_\_ LIVESTOCK & NUMBER: \_\_\_\_\_

SPECIAL 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 the 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 of surname.

- White, Not of Hispanic Origin     Black, Not of Hispanic Origin     American Indian or Alaskan Native     Asian or Pacific Islander     Hispanic     Other
- Male     Female

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

**DIANA SPECIAL UTILITY DISTRICT**, a district organized under the laws of the State of Texas and

(hereinafter called the District) and \_\_\_\_\_

(hereinafter called the Applicant and/or Customer),

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policy of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said policies, including payment of a Deposit Fee, the Applicant qualifies for service as a new applicant of continued service as a transferee and thereby may hereinafter be called a Customer.

The customer shall pay the District for service hereunder as determined by the District's Service Policy and upon the terms and conditions set forth therein. 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 Deposit of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District 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 Deposit 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 construction for
  - 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 Districts policies, shall further qualify as a customer and the Indication of Interest Fee shall then be converted by the District to a Deposit Fee. Applicant further agrees to pay, upon becoming a customer, the monthly charges for such service as prescribed in the District's Service Policy. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service in the District and 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 District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be an amount equal to the District's Fees.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the 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 District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon customer'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 Districts shall have the right to remove any of its equipment from the customer's property. The customer shall install, at their own expense, any necessary service lines from the Districts 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 District.

The customer shall be responsible for maintaining a minimum of three (3) feet of cover on the District's water and/or sewer mains and not more than six (6) feet of cover on the District's water mains, unless otherwise directed by the District. Requests to alter the water and/or sewer main route and depth shall be considered on a case by case basis. All costs associated with approved water and/or sewer facility relocations shall be at the expense of the customer.

The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

The District 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 District 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 air gap 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 air gap 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 of plumbing on or after July 1, 2014, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the customer and /or premises are connected to the public water system. The customer 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 District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The customer shall immediately correct any undesirable practice on their premises. The customer shall, at their expense, properly install, test, a backflow prevention device required by the District.

Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District 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 customer.

In the event the total water supply is insufficient to meet all the customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policy. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility of like contractors, tampering by other customer/users of the District, normal failures of the system, or other events beyond the District's control.

I, the customer understand that Diana Special Utility District will begin water service by making a physical connection located outside the building or residence to be served. I understand that Diana SUD will not have access to any building or residence served and will not determine if there are any open faucets or water system leaks inside the structures. If there are any open faucets or water system leaks that cause damage to the property, I agree the District shall be held harmless for any damages arising there from.

The customer shall grant to the District, 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 equipment which may be deemed necessary by the District to extend or improve service for existing or future customers, on such forms as are required by the District or Service Policy.

By execution hereof, the customer shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant has a deposit. Said guarantee shall pledge any and all customer fee against any balance due the District. Liquidation of said customer's fees shall give rise to discontinuance of service under the terms and conditions of the District's Service Policy.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial of discontinuance of service until such as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the six pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policy.

\_\_\_\_\_  
Witnesseth

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Approved and Accepted by Board

\_\_\_\_\_  
Date Approved

## DIANA SPECIAL UTILITY DISTRICT DISINFECTION NOTICE

Are you required to receive dialysis treatments at home? Do you have fish in aquariums or fishponds? If so, the type of disinfectant that Diana Special Utility District is using will affect you.

Our water contains a type of disinfectant called chloramines. Chloramines are a combination of chlorine and ammonia. This type of disinfectant is incorporated into our system with the purchase of treated water from Lake O' the Pines. Using chloramines to disinfect drinking water is a common standard practice among drinking water utilities. In fact, it has been used as a disinfectant since the 1930's. The EPA reports that chloramines are not as reactive as chlorine with natural organic material in the water thereby producing lower levels of disinfection byproducts (trihalomethanes and haloacetic acids) in the distribution system.

There are two groups of people who need to take special precautions with chloraminated water. Those are patients receiving kidney dialysis treatments at home and fish owners. The pretreatment scheme used of the dialysis units must include some means, such as a charcoal filter, to completely remove the chloramines from the water that is used for the dialysate to prevent a condition known as hemolytic anemia. Medical facilities should also determine if additional precautions are required for other medical equipment.

If you have a fish tank or pond, please make sure that the chemicals or filters that you are using are designed for use in water that has been treated with chloramines. If not properly filtered or treated, chloraminated water may be toxic to fish.

---

Signature

---

Date