

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075

SERVICE APPLICATION AND AGREEMENT

This application and agreement form must be completed and signed only by the person(s) requesting service. For new service, the district may request a map or plat showing the applicant's preferred meter location on the premises.

APPLICANT INFORMATION:

Name: _____ DOB: _____ TDL#: _____
Name: _____ DOB: _____ TDL#: _____
Home Phone: (____) _____ Work Phone: (____) _____
Billing Address: _____
Street City State Zip

PROPERTY:

Service Address: _____
Street City State Zip

Legal Description: [] Copy of deed or description attached; or
[] Subdivision: _____ Lot: _____ Block: _____

LANDLORD INFORMATION: (If applicable)

Landlord: _____ Telephone: (____) _____
Landlord's Address: _____

SERVICE INFORMATION:

Proposed Use of Property: [] Residential [] Agricultural [] Commercial [] Other
If Commercial or Other, describe: _____
Acreage: _____ Building Area: _____ ft² Irrigation system? (Y/N): _____ No. of Residents: _____
Livestock (Type & Number): _____
Special Service Needs: _____

DISTRICT USE ONLY		
Date Approved: _____	Service Class: _____	Account No.: _____
Inspection Date: _____	Meter Size: _____	Deposit \$ _____
Service Date: _____	Ln Extension: _____	Connect Fee \$ _____
Easement Rec'd: Yes _____ No _____	Rd Bore: _____	Date Paid: _____

SERVICE APPLICATION AND AGREEMENT (CONT'D)

Upon the undersigned Applicant, singly or collectively, complying with all terms and conditions of service, the Wylie Northeast Special Utility District will furnish water service to Applicant at the above-referenced property and Applicant shall purchase and receive water service from the district in accordance with the district's Rate Order and other applicable service policies, if any. Applicant further agrees to pay all applicable fees and charges for such water service in accordance with the district's Rate Order, as amended from time to time.

All water furnished by the district to Applicant shall be metered by a meter installed, owned, and maintained by the district. The district shall have the exclusive right to locate the water meter, pipeline and appurtenant equipment on the property to connect Applicant to the district's water system. The meter and service connection is for the sole use of Applicant and is to provide service to only one (1) dwelling or one (1) business on the property. Applicant shall allow the district access to the district's meter, pipeline and appurtenant equipment on the property at all times for any purpose connected with, or in the furtherance of, the district's water utility operations. In addition, the district shall have the right to enter upon the property and remove its meter, pipeline or appurtenant equipment upon disconnection or discontinuance of service to Applicant. Applicant is expressly prohibited from (i) attempting to tamper with or bypass the meter, (ii) diverting water service from the property to another tract or parcel of land, or (iii) sharing, reselling or submetering water to any other person, dwelling, business or property. Any person who intentionally or knowingly causes impairment or interruption of the district's public water supply, or causes it to be diverted in any manner, shall be reported by the district for possible prosecution under Texas Penal Code § 28.03.

Applicant shall install, at Applicant's own expense, any necessary service lines from the district's meter to the point of use including customer service isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by the district.

Water service provided to Applicant by the district shall be provided for the use indicated on the front of this application form (i.e. residential, commercial, etc.). Applicant must notify the district prior to converting the service address to another use (for example converting a residence to a business) by completing a new Service Application and Agreement. Additional fees may be required.

As a condition of service, Applicant shall grant to the district, now or in the future, any easement and right-of-way required by the district for the purpose of installing, maintaining, or operating the district's water distribution facilities, including pipelines, meters, valves and hydrants, that the district deems necessary to extend or improve service for existing or future customers. The grant shall be on a form approved by the district.

The district is responsible for protecting the public drinking water supply from contamination or pollution. The following unacceptable 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. Such 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 must include a service agreement 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 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 on or after July 1, 1988 at any connection that provides water for human consumption.
- (e) No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection that provides water for human consumption.

Applicant shall allow the property receiving service 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 district shall notify Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. Applicant shall immediately correct any undesirable practice on their premises and shall, at Applicant's own expense, 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 Applicant.

If Applicant fails to comply with the terms of this service agreement, the district shall, at its option, either terminate service or properly install test, and maintain an appropriate backflow prevention device at the service connection. Notwithstanding anything to the contrary, the district may immediately disconnect service without prior notice if an actual health hazard exists. Any expenses associated with the enforcement of this service agreement shall be billed to the Customer.

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 or contractors, tampering by other district customers, normal failures of the system, or other events beyond the District's control. Applicant also acknowledges that the district's water system provides potable water for domestic consumption only and the district does not guarantee that its water system will provide "fire flows" as defined by the Uniform Fire Code or similar code to fight structure fires.

Any misrepresentation of facts by Applicant in this service agreement shall result in the district disconnecting service to Applicant in accordance with the district's Rate Order. The district shall maintain a copy of this service agreement as long as the Applicant and/or premises is connected to the district's public water system.

AGREED TO BY APPLICANT:

_____ Applicant Signature

_____ Applicant Signature

Application received on behalf of district by _____ on _____, 20____.

REQUEST FOR CONFIDENTIALITY

You can now request that personal information contained in district customer/account records not be released to unauthorized persons. Under Section 182.052 of the Texas Utility Code, the district may not disclose personal information in a customer's account record, or any information relating to water usage or billing, if the customer requests in writing that the information be kept confidential.

Please note, the district must still provide this information under law to certain persons. The district 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 district 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 Applicant has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas electricity, or drainage service for compensation.

I/we hereby request that the district keep the personal information in my/our account record confidential, including address, telephone number and social security number(s), to the extent permitted by federal and state law.

Signature

Date: _____

Signature

Date: _____