



P O Box 148, Golden, Texas 75444
903-768-2861
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www.goldenwatersupplycorp.com

NOTICE TO APPLICANTS FOR WATER SERVICE

Effective January 1, 1996, the Texas Natural Resource and Conservation Commission is requiring inspection of all new construction as well as any property with facilities for which the membership is being transferred. These regulations are detailed in the Texas Water Code, Section 290.46 and are a result of changes made by the last session of the Texas Legislature. The primary purpose of this change is to assure that any public water supply is free from any possible contamination from unknown sources.

Please complete the SERVICE AGREEMENT AND APPLICATION FOR SERVICE, RIGHT OF WAY EASEMENT, and NOTICE TO HOMEOWNERS AND PLUMBERS and return to water office. You should retain a copy of the Notice TO HOMEOWNERS AND PLUMBERS for your plumber's signature and return to the water office after the plumbing is completed in the new structure.

A temporary service agreement will be issued and the meter tap completed upon completion, return, and acceptance of the SERVICE AGREEMENT AND APPLICATION FOR SERVICE. Permanent service will be issued when the NOTICE TO HOMEOWNERS AND PLUMBERS form is completed and returned to the office and an inspection of the facility is completed by the inspector.

A physical inspection for cross-connections of all existing facilities on property being transferred from one owner to another will be required before permanent water service can be obtained. All services pertaining to new construction, it will be the customer's responsibility to notify Golden Water Supply to schedule the service inspection.

We must comply with the new regulations and discontinue service if violations of the cross-connection code are found and not corrected. However, a letter will be sent detailing the violations to the new owner and will be given 30 days to correct the deficiencies after which time service will be discontinued without further notice. The owner will be responsible for notifying the water office of corrective measures taken along with proper documentation within this 30day grace period.

We know that this is an additional burden for you as well as for us, but we have no choice but to comply.

Thank you for your cooperation.

GOLDEN WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

<u>CORPORATION USE</u>
<u>ONLY</u>
Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng Update: _____
Account Number: _____
Service Inspection Date: _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____

FUTURE BILLING ADDRESS: _____

PHONE – Home (____) ____ - _____ Work: (____) ____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE: _____ Email: _____

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 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: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not of Hispanic or Latino Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Race: <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> American Indian/Alaska Native

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, _____ between GOLDEN WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas 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 the 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.

If this agreement is completed for the purpose of assigning utility service as 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 the 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 Fee, less expense 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 provided 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 exists. Potential sources of contamination are isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with Commission regulations.

- b. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exist for annual inspection and testing by a certified backflow prevention assembly tester.
- c. No connection which would allow the return of water used for condensing, cooling, or industrial processes back to the public drinking water supply.
- d. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988, and prior to January 4, 2014.
- e. Plumbing installed after January 4, 2014, bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
- f. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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 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 Corporation harmless from any and all claims or 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.

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

YOU CAN NOW REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS BE RELEASED TO AUTHORIZED PERSONS

Until now, Utilities Code Section 182.052 created an opt-in approach to keeping certain personal information in a customer's account confidential.

The Texas Legislature has amended this section of the code and it became effective September 1, 2021. The amendment will essentially make all publicly owned utility customer's account information confidential. The utility is to give their customers an "Opt-Out" option of keeping the customer's address, telephone number and account records confidential. {TX Utility Code Disclosure of Customer Information, Subchapter B. 182.052 (a)}

IS THERE A CHARGE FOR THIS SERVICE?

No. In the past there was a minimal Opt-In fee to keep your information private.

HOW CAN YOU REQUEST THAT YOUR ACCOUNT INFORMATION BE MADE PUBLIC?

Simply complete the form at the bottom of this page. Options to return it are either in person, by US postal service to the address listed below or by email to customerservice@goldenwatersupplycorp.com

GOLDEN WATER SUPPLY CORPORATION
P.O. BOX 148
GOLDEN, TEXAS 75444-0148

Your response is not necessary if you choose to keep your information private.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS

DETACH AND RETURN THIS SECTION

Yes, I want you to make my personal information (address, telephone numbers, and utility usage) available to the public.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

NOTICE TO HOMEOWNERS AND PLUMBERS

GOLDEN WATER SUPPLY CORPORATION (hereafter called utility) hereby notifies all plumbers and homeowners that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Natural Resource Conservation Commission concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility has adopted A BACKFLOW PREVENTION PROGRAM as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fitting which contains more than 8.0% lead exists in the private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
5. Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
6. No solder or flux which contains more than 0.2% lead exists in the private water distribution facilities installed on or after July 1, 1988.

This document will be retained as a part of the utility’s permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner and plumber shall be present to demonstrate compliance.

Signature of Homeowner

Date

Signature of Plumber

Date

Plumber’s Name (Please Print)

License Number

(Note to Utility: Attach this form to all plumbing inspection forms for record)

WARNING! WARNING! WARNING!

By installing a double check valve on your water meter, your home has lost the thermal expansion capabilities that were present before. Check with your plumber to make sure that your water heater is protected.

X _____
Signature of Member

X _____
Date

The purpose of installing a dual check at your water meter is to help prevent any backflow from entering the water system. If you have a pop-off valve at your hot water heater possibly you will not have any problem. The purpose of signing this form is verification that you were notified. If you have any questions, please give our office a call or a licensed plumber can answer your questions.

GOLDEN WATER SUPPLY CORPORATION
P O Box 148
GOLDEN, TEXAS 75444-0148

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that _____ hereinafter called GRANTERS, in consideration of one dollar (\$1.00) and other good and valuable considerations paid by GOLDEN 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 use, operate, inspect, repair, maintain replace, and remove water pipelines over and across _____ acres of land, more particularly described instrument recorded in Document _____ Deed Records _____ 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 pipelines are installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipelines as installed.

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 land for the benefit of the Grantee, its successors, and assigns. The lands and that said lands are free and clear of all encumbrances and liens.

IN WITNESS WHEREOF, the said Grantors have executed this instrument this _____ day of _____, 20_____.

Signature

Signature

Printed Name

Printed Name

ACKNOWLEDGEMENT

STATE OF TEXAS X

COUNTY OF _____ X

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 fore-going 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 OFFICE THIS _____ day of _____ 20_____.

NOTARY PUBLIC IN AND FOR
_____ County, Texas

My Commission Expires _____
Commission No: _____

AFTER FILING RETURN TO:
GOLDEN WATER SUPPLY
P.O. BOX 148
GOLDEN, TX 75444-0148