

SUNKO WATER SUPPLY CORP.
5186 State Highway 123 S
Stockdale, TX 78160-6582
Tel: (830) 745-2399 Fax: (830) 745-2826
Email: sunko@sunkowater.com
Website: https://sunkowater.com
(Revised 06/21)

Account # _____
Meter Cost _____
Extra Cost _____
Date/Check # _____
Easement <input type="checkbox"/>
Proof of Ownership <input type="checkbox"/>
Certificate # _____

Sunko Water Supply Corporation Service Application and Agreement

Please Print: DATE _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

ADDRESS: _____

PHONE NUMBER – Home/Cell (_____) _____ - _____ Work (_____) _____ - _____

EMAIL ADDRESS: _____

SERVICE WILL BE USED FOR: Household _____ Livestock _____ Business _____ Sprinkler System _____ Swimming Pool _____

DOES A WELL SERVICE THE PROPERTY? Yes _____ No _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT(S) _____

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

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

SPECIAL SERVICE NEEDS OF APPLICANT(S) (if any) _____

I (we) agree to grant a right-of-way easement on my property to the Corporation for the purpose of installing, maintaining and operating such pipelines, meters, valves and any other equipment which may be deemed necessary for the Corporation on such form as required by the Corporation. I (we) further agree to abide by the terms of the Service Agreement, Tariff, and By-laws of this Corporation.

Applicant's Signature

Co-applicant's Signature

NOTE: FORM MUST BE COMPLETED BY APPLICANT AND CO-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.

White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander Other (Specify) | Male | Female

AGREEMENT made this _____ day of _____, _____, between

SUNKO WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas

(hereinafter called the Corporation) and _____

_____ (hereinafter called the Applicant(s) and/or Member(s)),

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant(s) and the Applicant(s) 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(s) qualifies for Membership as a new applicant(s) 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 will be provided on request. A copy of this agreement shall be executed before service may be provided to the Applicant(s).

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 system loan project contemplated with the Rural Development and/or other financial institution, an Applicant(s) 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(s) hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant(s), 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(s) 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(s) shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant(s) 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 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 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 or repair of plumbing on or after July 1, 1988, 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 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.

