

**CORPORATION USE ONLY**

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Eng. Update: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_

**Mercy Water Supply Corporation**

**SERVICE APPLICATION AND AGREEMENT**

Please Print:      DATE \_\_\_\_\_

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

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

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER    Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      Cell (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

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 transferring Membership)

PROPERTY SIZE/ACREAGE \_\_\_\_\_ SQUARE FOOTAGE OF RESIDENCE/STRUCTURE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

DO YOU AGREE TO RECEIVE ALERTS BY EMAIL AND/OR TEXT (Check only one):    ☐ YES    ☐ NO

**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

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Mercy Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_ (hereinafter called the Applicant and/or Member), Witnesseth: \_\_\_\_\_

The Corporation shall sell and deliver water 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. The Applicant may request a copy of the Corporation's tariff. 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/termination.

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 may contact Applicant in the event of an emergency.

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 plumbing 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 noncompliance 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.

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Witnesseth

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Applicant Member

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Approved and Accepted

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Date Approved

### SERVICE REQUIREMENTS

1. All outside faucets must have **a hose bib vacuum breaker**. Available at most hardware stores.
2. There needs to be an **air gap** between lines connected to Mercy Water Supply Corporation and any private well,
3. Service line should be Schedule 40 PVC, SDR 21, or SDR 26. Hooking to meter will require a **three quarter female adapter**.
4. **Shut-Off Valve** on the customer side of the water meter, preferable just outside the meter.
5. Water lines must be at least **9 feet** from septic tank, field lines, or sewer lines.
6. Plumbing facilities should contain **no more than .25% lead and so solder or flux can contain more the 0.2% lead** when water is used for drinking or preparing food.
7. One household per meter.

**Please sign to acknowledge that you have read and understand this information.**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Date**

### **Member/Applicant Emergency/Repair Request Agreement**

I, \_\_\_\_\_ (**name**), the member, request that the Corporation notify the person(s) listed below, or turn off meter service.

#### **In case of emergency contact:**

- |                |              |
|----------------|--------------|
| 1. Name: _____ | Phone: _____ |
| 2. Name: _____ | Phone: _____ |
| 3. Name: _____ | Phone: _____ |

**YES/NO** I hereby authorize the Mercy Water Supply Corporation personnel to **TURN OFF METER VALVE** in case of a leak or other type of emergency on my property.

I also understand and acknowledge that the Corporation in under no obligation or liability to look for any leaks occurring on my property and that the Corporation may not know when or if a leak is on my property.

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

*IS THERE A CHARGE FOR THIS SERVICE?*

Yes. There is a one-time charge of \$1.00 to cover the cost of postage and implementation which must be paid at the time of request.

*HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return it with your check or money order for \$1.00 to:

Mercy Water Supply Corporation  
51 Perry Lane  
Cleveland, Texas 77328  
281-593-1177

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.

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**Detach and Return This Section**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$1.00 for this service.

\_\_\_\_\_  
*Name of Account Holder*

\_\_\_\_\_  
*Account Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*