



Check List for Membership Transfers or Foreclosed Properties

- Completed New Account Service Application and Agreement packet
- Privacy Form
- Completed Membership Transfer Authorization Form
- Complete Deed of Trust or Warranty Deed
- Foreclosed properties with a balance less than \$100.00 may pay the balance instead of purchasing a new membership.
- New memberships are \$100.00 with a \$25.00 reconnection fee. The new membership may be purchased if the balance on the account is greater than \$100.00.
- Payment in the form of cash, cashier's check, check or money order for foreclosed properties.
- There will be a \$15.00 transfer fee on the 1st bill for accounts that are transferred from members whose accounts are in good standing.
- **FOR CUSTOMERS WITH SEWER:** If your property has sewer and is being served by the City of Ovilla please call 972-617-7262 to set up service there. If it has sewer and is being served by the City of Midlothian please call 972-775-7130 to set up service there.



SARDIS-LONE ELM WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

(Form to be completed by Applicant)

NEW ADDRESS **DATE** _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

PRIMARY APPLICANT

NAME _____

PHONE NUMBER Home (_____) _____ - _____ Work (_____) _____ - _____

PRIMARY CELL NUMBER _____

PRIMARY EMAIL ADDRESS _____

CO-APPLICANT

NAME _____

PHONE NUMBER Home (_____) _____ - _____ Work (_____) _____ - _____

CELL NUMBER _____

SECONDARY EMAIL ADDRESS _____

PROOF OF OWNERSHIP PROVIDED BY (Warranty Deed, Deed of Trust, Etc.)

BILLING ADDRESS (If mailing address is different)

STREET _____

CITY _____ STATE _____ ZIP CODE _____

972-723-8569 Office ~ 972-775-3114 Fax
www.sardiswater.com
billing@sardiswater.com

AGREEMENT made this _____ day of _____, _____, between Sardis-Lone Elm 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),

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, 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.

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. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff.

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 sub-meter 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, 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 8.0 % 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. Uniform Plumbing Code 88 will apply to all connections.
- d. 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.
- e. All service connections that supply water to a property which utilizes both an irrigation system and on-site sewage treatment (conventional septic or aerobic system) shall be protected with a reduced pressure zone assembly (RPZ) as required by state and federal law.
- f. All service connections that supply water to a property which utilizes an irrigation system and does not have on-site sewage treatment shall be protected by the proper backflow prevention assembly as required by state and federal law.
- g. All required backflow prevention assemblies shall be tested upon installation and then retested annually by a licensed and registered backflow prevention assembly tester. Original test reports must be submitted to

the Corporation's office and Sardis' official test report form must be used. Unofficial or generic test report forms will not be accepted. Assemblies which fail the test shall remain out of service until satisfactory repairs have been made and the valve passes the test.

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. 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.

Applicant Member

Applicant Member

Date

CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer’s address, telephone number, account records, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

No.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:

SARDIS-LONE ELM WATER SUPPLY CORPORATION
6681 WEST HIGHLAND ROAD
MIDLOTHIAN, TEXAS 76065

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.

I want you to make my personal information, including my address, telephone number, account records, and social security number confidential

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

SARDIS-LONE ELM WSC

MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the Sardis-Lone Elm WSC by execution of the following document. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Sardis-Lone Elm WSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certification has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

Transferee's Name (Buyer)

New Address

City, State, Zip Code

Phone Number

Closing Date

Signature of Transferee (Buyer)

Sardis - Lone Elm

WATER SUPPLY CORPORATION

IMPORTANT NOTICE

To: All members with sprinkler systems and/or backflow prevention assembly devices

Reason: State of Texas regulations concerning testing requirements on backflow prevention assemblies

OVERVIEW:

The overwhelming majority of the homes and businesses located on our water system now have sprinkler systems. Few people realize that one of the most important components of these systems is the **backflow prevention assembly device** (typically a double check or RPZ valve). **The purpose of the assemblies is to protect your family, neighbors, and the entire water system from possible contaminants that could enter the pipes through your irrigation system.** State regulations have been in place for many years requiring that the backflow assemblies be tested upon installation only. Recent changes in state law and in the Sardis Tariff now require that the testing be conducted annually.

WHAT THIS MEANS TO YOU?

If you do NOT have a sprinkler system you may disregard this notice.

If you **DO HAVE** a sprinkler system, annual testing will be required.

SOLUTION:

Beginning in October of this year, Sardis staff will begin testing backflow assemblies. If the device fails the test, our staff will perform minor maintenance and retest. If the device still fails, a Sardis representative will notify the property owner who will then be responsible for having the device repaired or replaced and successfully tested prior to placing back in service. The charge for this service will be \$60.00 per year and will be added to the customer's bill at a rate of \$5.00 per month.

YOU ARE NOT REQUIRED TO USE SARDIS FOR THIS SERVICE:

We are offering this plan as a service and convenience to our members but you are **not** required to use us to satisfy the testing requirements. All tests must be recorded on an official **Sardis-Lone Elm Test Report Form** which can be downloaded and printed from our website or you can pick one up at our office. The tests must be completed by a registered and licensed backflow prevention assembly tester.

WHAT DO YOU NEED TO DO NEXT?

If you have a sprinkler system and choose to have Sardis perform this service, you need to do nothing. The \$5.00 monthly fee for this service will be added to your bill during the month in which the test is performed at your location. If you choose to hire a licensed tester on your own, please notify us at 972-775-8566 or by email at billing@sardiswater.com at your earliest convenience.

More information can be obtained from our website @ www.sardiswater.com/cross-connectioncontrol or by calling our office.

6681 West Highland = Midlothian, Texas 76065 = Phone: 972.775.8566 = Fax: 972.775.3114