

AGREEMENT FOR TEMPORARY, BULK WATER SALES

1. The water utility service applicant indicated below ("Customer") has applied for water utility service from Central Bowie County Water Supply Corporation ("CBCWSC") at the service location indicated below.

2. CBCWSC is under no obligation to provide temporary, bulk water service. Receiving temporary, bulk water service in the past is no guarantee of future service at the same or a different location.

3. Our Bylaws and Tariff dictate that all services must be obtained through a membership, and that memberships shall be granted only to owners of real property to which the service is to be provided. However, a person or entity that holds an interest in property solely as security for the performance of an obligation or that only builds on or develops the property for sale to others is not required to hold a membership as a condition to receive service on a limited basis.

4. Under state public health and water utility service regulations [30 TAC 290.46(j)], CBCWSC may not provide continuous potable water utility service to any new construction, to any existing service location where significant plumbing modifications have been made, or to any location where CBCWSC has reason to believe that a cross-connection or other undesirable or unsafe condition exists until the service applicant or customer presents CBCWSC with an executed Customer Service Inspection Certificate (30 TAC 290.47-Appendix D).

5. Notwithstanding this inspection requirement before permanent water service can be provided, CBCWSC is allowed to provide Customer with temporary, bulk, non-potable water service for construction purposes only. CBCWSC agrees to provide such temporary, bulk, construction water service at its standard rates and conditions of service upon Customer's agreement that:

- A. The water service provided will be used for construction or landscaping purposes only.**
- B. The water provided will not be consumed by humans or animals.**
- C. Customer does not deliver, sell, provide, transfer, or donate water obtained through this agreement to any other party.**
- C. Customer will notify CBCWSC when to initiate the temporary construction service.**
- D. Customer will notify CBCWSC when activity at the indicated service location has ended.**

6. If Customer fails to abide by any provision of this agreement, water service to the indicated service location will be terminated. Termination will be made without notice if, in the opinion of CBCWSC's licensed operator(s), Customer's service creates an immediate hazard to public health and safety. If no such hazard exists, the Customer shall be notified and given a limited time to come into compliance.

7. Conditions and Fee Schedule:

- A. All temporary service is at the sole discretion of the General Manager.**
- B. In smaller volumes within a 1 month timeframe, bulk water service may be provided through an existing filling station located at 2822 W US Hwy 82, New Boston, TX. It will be**

provided at the standard rates as defined in the Tariff at that time for 5/8" X 3/4" residential service. There will be an upfront fee of \$105.00 to initiate service. (\$65.00 administrative and a minimum monthly charge of \$40.00) This will allow the applicant to receive up to 2,000 gallons within the current month. Any usage over 2,000 gallons in any one month will be billed at \$17.77 per thousand gallons. Cash, credit/debit card, **(We do not accept American Express)** money order, or cashier's check will be accepted. No part of these costs is refundable. Applicant must arrange specific times of delivery with CBCWSC, as a CBCWSC employee must be present and operate the necessary equipment. Deliveries will only be done during normal business hours. The number of deliveries will not exceed 2 in any one day. The total number of deliveries will not exceed 15 in one month.

C. In larger quantities and/or greater frequency of delivery and/or longer periods of time and/or different locations, other arrangements must be made. A hydrant meter, backflow assembly, and valve may be installed on an existing fire hydrant or flush valve assembly. Location will be determined by applicant's need and CBCWSC's existing facilities located near the proposed location. CBCWSC will provide the basic equipment, install it, and test it. It is the applicant's responsibility to configure their own equipment to be compatible to the equipment installed by CBCWSC. CBCWSC will not supply parts/fittings required to connect contractor equipment to CBCWSC equipment. Applicant may then self-deliver water as needed. If the applicant requires water in a location where no suitable CBCWSC facilities exist, but the existing distribution system could support a bulk water take point, CBCWSC may install new facilities to support a new bulk water take point. The cost of all parts and labor associated with such an endeavor must be paid by the applicant, in addition to the normal cost and fees associated with bulk water.

(1) In order to initiate this type of service, there will be a \$150.00 - \$1,500.00 non-refundable, upfront fee to cover administration, equipment installation, testing, and rental. The up front fee varies depending on the specific setup and expected amount of time that the bulk water take point is to be used.

(2) There will be a \$50.00 - \$1,500 up front deposit due. The deposit amount varies based on expected daily volume and expected amount of time that the bulk water take point is to be used. After the final bill is paid, any remaining deposit funds will be refunded.

(3) An account must be established in applicant's name. Monthly readings from the meter will be recorded and usage will be billed at \$12.77 per thousand gallons. If CBCWSC normal rates change during the term of the contract, the bulk rate of \$12.77 will be changed in an amount equal to the change to the normal rates. Bills are due on the 1st day of each month. If the bill is not paid by the 15th of the month, a \$2.50 late fee will be assessed. The bill will be considered delinquent after the 25th. Any balance after the 25th will be assessed a 3% unauthorized balance fee.

(4) If during the course of the project, the applicant desires to move the hydrant assembly to another location, there will be a fee of \$50 - \$250.00, depending on the particulars of the move.

(5) The applicant is solely responsible for the fire hydrant meter assembly until CBCWSC personnel remove the meter. If any loss, theft, or damage to CBCWSC equipment occurs requiring repair or replacement during the project, the cost will be billed to the applicant.

(6) When activity at the location is completed, service will be disconnected, and the meter will be read and removed. A final invoice will be prepared.

(7) This agreement shall terminate no later than one year from the date of its signing. If applicant still requires temporary, bulk water, the applicant must execute a new agreement and pay the upfront initiation fee of 1,500.00 again.

(8) Hydrants will be operated with fire hydrant wrenches only and will be either fully or fully open(except when in transit). Throttling the flow will be done by a secondary gate or ball valve.

(9) Bulk water service may be temporarily suspended, without notice, in the event of a large water outage or other distribution system malfunction or emergency.

8. Contacts and addresses:

A. Company Name: _____

B. Company Billing address: _____

C. Billing Contact Name: _____

D. Billing Contact Phone Number: _____

E.. Billing Contact Email: _____

F. Bill Deliver Preference, *circle one*: Mail Email Fax

G. Site Contact Name: _____

H. Site Contact Phone Number: _____

I. Service location: _____

J. First day when service is requested _____

K. Expected demand: _____ gallons per minute _____ Daily gallons

L. Forecasted last day of service: _____

K. Actual Last day of service _____

This permit must be signed by an authorized representative of the Applicant as described herein. For a corporation, this permit shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation. For a partnership or sole proprietorship, this permit shall be signed by a general partner or the proprietor, respectively. In signing, I certify that I am an authorized representative of the Applicant:

Entered into in _____ County, Texas on the ____ day of _____, _____.

Customer

Central Bowie County Water Supply Corporation