

**PRUITT SAND FLAT WSC**

**P. O. Box 310 (mailing address)**

**4533 FM 857 (physical address)**

**Grand Saline TX 75140**

**903.962.3102 Email [psfwcompany@gmail.com](mailto:psfwcompany@gmail.com)**

**Website [www.pruittsandflatwsc.myruralwater.com](http://www.pruittsandflatwsc.myruralwater.com)**

CORPORATION USE ONLY	
Date Received:	_____
Amount paid:	_____
Check #/Money Order:	_____
Route # _____	Sequence # _____
Account #:	Notes: _____
_____	_____
_____	_____
_____	_____

**SERVICE APPLICATION AND AGREEMENT**

**DIRECTIONS:** Complete the attached service application and agreement and **mail** to the address above; or you can put in our **drop box** located at 4533 FM 857, Grand Saline. You must include a payment of \$200, \$550, or \$3000. (whichever applies to you) If you are not sure how much you need to pay, please call the office. **Your initial payment must be a check or money order.**

After your account is set up & processed, monthly payments can be made by personal check, bank check, money order, bank draft, pay by phone by calling 1-888-291-2053, Online at the web address listed above, or put it in the drop box at the address above. No payments are received in person and cash is not accepted. All payments are due by the 10<sup>th</sup> of every month. If not paid by the 10<sup>th</sup>, a late charge is assessed.

DATE \_\_\_\_\_

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

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

MAILING ADDRESS:

SERVICE ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

EMAIL \_\_\_\_\_ EMPLOYER \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_ **(REQUIRED)!!**

(Attach a copy of proof of ownership such as property papers, warranty deed, contract for deed etc.)

PREVIOUS OWNER'S NAME AND ADDRESS (if known)

\_\_\_\_\_

DATE OF PURCHASE: \_\_\_\_\_

ACREAGE \_\_\_\_\_ NUMBER IN FAMILY \_\_\_\_\_

LIVESTOCK & NUMBER \_\_\_\_\_

IS THERE A POOL ON THE PROPERTY \_\_\_\_\_

Additional information:

- All payments must be paid IN FULL. No partial payments are accepted.
- A \$40 fee will be assessed for any checks returned from the bank as insufficient.
- Please write your account # on your check or money order.
- Return the pay stub from with the bill with your payment.
- If paying online or over the phone, there is a 4% service fee which is collected by the processing company, not PSFW. Payments post the next day for these payments **if paid before 6:00 p.m.**

The rule of disconnections is as follows:

1. An account with two (2) months' balance will be disconnected. A disconnect notice will always be mailed out prior to disconnect.
2. In order for the meter to be reconnected, payment must be made in full with a \$100.00 reconnect fee.
3. If an operator comes to disconnect service and a payment is made on-site or online, a \$100.00 fee will be assessed and must be paid as well.

All water shall be metered by meters to be furnished and installed by PSFW. The meter and/or connection is for the sole use of the Member and is to serve water to only one (1) dwelling/structure or only one (1) business. A structure may include a home, cabin, tiny home, shop, etc. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, and/or property, etc., is **strictly prohibited**. Customer service inspections will be conducted as needed.

Any misrepresentation of the facts of the application or any of the pages of the agreement shall result in discontinuance of service pursuant to the terms and conditions of the corporation's tariff.

Please sign below to acknowledge that you have read and understand the policies:

Applicant's signature \_\_\_\_\_ DATE: \_\_\_\_\_

PRUITT SAND FLAT WATER CORPORATION  
SERVICE APPLICATION AND AGREEMENT

AGREEMENT made this \_\_\_\_\_ (month) of \_\_\_\_\_ (day) in the year \_\_\_\_\_ made between Pruitt Sand Flat 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 service to the Applicant and Applicant shall purchase, receive, and/or reserve water 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 be called a Member.

The Member shall pay the Corporation for service here under as determined by the Corporation's Tariff and service here under as conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of Agreement.

The Board of Directors shall have the authority to cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation published rates, fees, and conditions of service.

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 construction either:
  - (1) A new water system or
  - (2) Expanding the facilities of an existing water system, the Applicant thereby 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 Indication of Interest Fee shall then be lowered by the Corporation to Membership Fee, Applicant further agrees to pay, upon becoming a Member, the monthly water charges for such service as prescribed in the Corporation's published rates, fees and condition of service. 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 forfeited, the Corporation may assess a lump of \$300.00 as liquidated damages to defray for any losses incurred by the Corporation.

If delivery of services to said location is deemed unfeasible 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 purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the sole use of the Member and is to serve water to only ONE (1) dwelling/structure or only ONE (1) business. A structure may be a house, mobile home, barn, shop, tiny home, cabin, RV, etc. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, and/or property, etc., is **strictly prohibited. Customer service inspections will be conducted as needed.**

In the event the total water supply is insufficient to meet all of the needs 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 by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.

The member shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation.

By execution hereof, the Member 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.

**Regulations:**

1) All connections shall be designed to ensure against back-flow or siphon-age into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough.

2) The use of pipe and pipe fittings that contain more than 0.25 % lead and solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's Facilities.

Service shall be discontinued without further notice when installations of new facilities or repairs of existing facilities found in violation of this regulation until such time as the violation is corrected.

A member owning more than one (1) Membership shall keep all payments current on all accounts shall be enforceable as Service Application and Agreement executed by the Member.

The Corporation's ownership and maintenance responsibility of water supply and Metering equipment shall end at the point where the Member connects to the equipment provided by the Corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors, which shall Include:

- 1) Cost of meter repair or replacement, and
- 2) Administrative cost.

The Corporation shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Pruitt Sand Flat Water Supply Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE  
EXTENSION POLICY  
OF PRUITT SAND FLAT WATER SUPPLY CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, Pruitt Sand Flat Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Pruitt Sand Flat WSC, Certificate of Convenience and Necessity No 10746, in Van Zandt County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with the subdivision policy contained in the Pruitt Sand Flat Water Supply Corporation's tariff.

Pruitt Sand Flat WSC is not required to extend retail water service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the subdivision policy.

Applicable elements of the subdivision policy include:

Evaluation by Pruitt Sand Flat WSC of the impact a proposed subdivision service extension will make on the corporation's water system and the payment of the costs for this evaluation.

Payment of reasonable costs or fees by the developer for providing water supply service capacity.

Payment of fees for reserving water supply capacity.

Forfeiture of reserved water supply service capacity for failure to pay applicable fees.

Payment of costs of any improvements to Pruitt Sand Flat Water Supply Corporation's system that are necessary to provide the water service.

Construction according to design approved by Pruitt Sand Flat WSC and dedication by the developer of water facilities within the subdivision following inspection.

Pruitt Sand Flat Water Supply Corporation's tariff and a map showing the service area may be reviewed at the corporation's office. The tariff/policy and service area are also filed on record at Texas Commission on Environmental Quality (TCEQ) in Austin, Texas, and may be reviewed by contacting TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P. O. Box 13087, Austin, Texas, 78711.

Customer's Signature \_\_\_\_\_

Date \_\_\_\_\_

Form RD-TX 442-9

**UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Utilities Service  
RIGHT-OF-WAY EASEMENT**

**PLEASE NOTE! THIS PAGE MUST BE SIGNED AND NOTARIZED!! IF IT IS RETURNED WITHOUT THESE REQUIREMENTS, THIS APPLICATION WILL BE REJECTED UNTIL PROPER DOCUMENTS ARE RECEIVED.**

KNOW ALL MEN BY THESE PRESENT, that \_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Pruitt Sand Flat 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 access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across\_ acres of land, more particularly described in instrument recorded in Vol.\_\_\_\_\_, Page\_\_, or on Document Number\_\_\_\_\_, Receipt Number\_\_\_\_\_, Deed Records, Van Zandt 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 pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances. In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed.

Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. 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 the land for the benefit of the Grantee, its successors, and assigns.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

**IN WITNESS WHEREOF** the said Grantors have executed this instrument this \_\_\_\_\_ (day)  
of \_\_\_\_\_ (month), \_\_\_\_\_ (year.)

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

**ACKNOWLEDGMENT**  
(Individual)

**STATE OF TEXAS**  
**COUNTY OF VAN ZANDT**

This instrument was acknowledged before me on \_\_\_\_\_ (DATE) by

\_\_\_\_\_ APPLICANT'S NAME(S).

**(SEAL)**

\_\_\_\_\_  
Notary Public, State of Texas

PLEASE NOTE: This page MUST be notarized and include 2 witness signatures. Otherwise, it will be returned.