

**JACKSON WATER SUPPLY
 SERVICE APPLICATION
 17764 CR 26 TYLER, TX 75702
 PHONE: 903-566-1320 FAX: 903-566-1377**

JACKSON WSC USE ONLY	
Acct. No.	_____
Cost	_____ Reading _____
Meter No.	_____
Sequence No.	_____
Date Installed	_____
Reader	_____
Notes	_____
_____	_____

ACCOUNT HOLDERS NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER – Home () _____ Work () _____

PROOF OF OWNERSHIP PROVIED BY _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, sub-division with lot and block no.)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring membership)

ACREAGE _____ HOUSEHOLD SIZE: Bedroom s _____ Bath _____

NUMBER IN FAMILY _____ LIVESTOCK AND NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

NOTE: Applicant must complete application and provide proof of ownership. If applying for new service applicant may be subject to a service investigation before cost of service.

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. RACE/ NATIONAL ORIGIN (Not of Hispanic Origin)

___ WHITE ___ BLACK ___ AMERICAN INDIAN OR ALASKAN NATIVE ___ HISPANIC
 ___ OTHER ___ ASIAN or PACIFIC ISLANDER ---- ___ MALE ___ FEMALE

EQUAL OPPROTUNITY PROGRAM



Signature of Applicant _____

Date _____

JACKSON WATER SUPPLY CORPORATION SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, between Jackson Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant/ Member).
Service Location _____

Witnessed:

The corporation shall sell and deliver water and/or wastewater service to the Applicant and 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 is available for inspection at the Corporation office. 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.

If this agreement is completed for the purpose of assigning utility service as 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 either
 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 s 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, fewer expenses, shall be refunded. The Applicant may re-apply for service at a late 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 Corporation's Membership Fees.

All water shall be monitored 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 only one (1) business. Extension of pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, and/or property, etc., is prohibited.

The Corporation shall have the right to locate 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 operation, 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 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 plumbing practices. This Service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide 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 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 backflow 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.
- e. No solder or flux with 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 are 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 material. 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 his 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 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 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 of damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failure or the system, or other events beyond the Corporations 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 of allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test, and operate any facilities necessary to serve the 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 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 three pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Witnessed

Applicant/ Member

Approved and Accepted

Date

CONFIDENTIALITY FOR CUSTOMER INFORMATION

Jackson Water Supply Corp. takes sole responsibility for keeping all of customer's information confidential. You may request to have authorized person(s) receive information about your account. If you would like to choose this option, please fill in the information provided below.

When keeping files confidential, by law we are still required to give out any information under the following circumstances:

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 and federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with any meeting of the Corporation's Members.

Please sign below to acknowledge receipt of the Confidentiality agreement with Jackson Water Supply Corporation.

Signature: _____ Date: _____

Authorized Person(s) to receive information

Name: _____ Date: _____

Phone: _____

Name: _____ Date: _____

Phone: _____

JACKSON WATER SUPPLY RATES AND SERVICE FEES

SERVICE AVAILABILITY CHARGES

MONTHLY RATE	METER SIZE	5/8 X 3/4 METER EQUIVALENTS
20.00	5/8" X 3/4"	1.0
30.00	3/4"	1.5
50.00	1"	2.5
100.00	1 1/2"	5.0
160.00	2"	8.0
180.00	3" DISP.	9.0
320.00	3" CMPD	16.0
350.00	3" TURB.	17.5
500.00	4" CMPD	25.0
600.00	4" TURB.	30.0
1000.00	6" CMPD	50.0
1250.00	6" TURB.	62.5
1600.00	8" CMPD	80.0

WATER USAGE RATES

Gallonge Charge - **In addition to the Service Availability Charge, a gallonge charge shall be added at the following rates for usage during any one (1) billing period.**

Water:

\$3.00 per 1,000 gallons for any gallonge over 0 gallons up to 8,000 gallons.

\$4.75 per 1,000 gallons for any gallonge over 8,000 gallons up to 15,000 gallons.

\$6.00 per 1,000 gallons for any gallonge over 15,000 gallons.

MONTHLY SERVICE FEES

Reconnect Fee – 30.00 Owner Notify Fee – 15.00 Late Charge – 5.00

OTHER FEES

Return Check Fee – 35.00 Membership Fee – 100.00 Termination Fee – 15.00

Service Trip Fee – 30.00 Meter Test Fee – 25.00 Inspection Fee – 30.00

History Report Fee – 2.00 Confidentiality Fee – 5.00

Standard Meter Set – 1300.00 (Customer must contact office before a payment is made.)

Equipment Damage Fee - Depends on type of damage caused.

Signature _____ Date _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by JACKSON 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 use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across _____ acres of land, more particularly described in

_____ Deed records, _____ 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.

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 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 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 therefore 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 for 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. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

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 _____, 20_____.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____
Known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

SEAL

Notary Public, State of Texas
My Commission Expires: _____
Notary's Printed Name: _____

AFTER RECORDING RETURN TO:

Jackson Water Supply Corporation
17764 CR 26
Tyler, Tx 75707

WHAT IS THERMAL EXPANSION?

When water is heated it expands. For example, water heated from 90°F to a thermostat setting of 140°F in a 40 gallon hot water heater will expand by almost one-half gallon. This is because when water is heated, its density decreases and its volume expands (see below). Since water is not compressible, the extra volume created by expansion must go someplace. During no-flow periods in a system, pressure reducing valves, backflow preventers, and other one-way valves are closed, thus eliminating a path for expanded water to flow back to the system supply. Hence, system pressure increases.

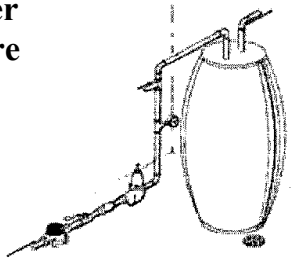


Temperature vs. Density

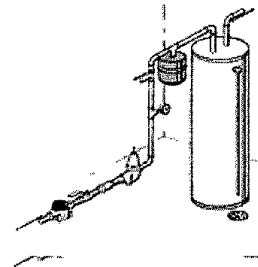
Thermal expansion of water in a closed plumbing system can create a number of annoying and potentially dangerous problems. These include: the build up of unusually high pressure in a system (even when a pressure reducing valve is installed); pressure surges; and the chronic or continuous dripping of a temperature and pressure (T&P) relief valve. In addition, dripping faucets and leaking toilet tank ball cock fill valves are also symptomatic of thermal expansion.

More serious problems can also occur due to thermal expansion. When dangerous pressures are built up in a water heater, internal parts may fail such as the internal flues, fittings or water connections. If a flue way collapses it can lead to the potential release of toxic gases, such as carbon monoxide into living spaces. Thermal expansion can also lead to a ruptured or distorted hot water heating tank and may void the manufacturer's warranty (see below).

Distorted hot water heater may rupture or void the manufacturer's warranty.



Installation of a small Expansion Tank will protect the hot water heater.



Notice: Texas Water Systems, Inc. uses backflow prevention devices at the meter. We recommend a small expansion tank in the plumbing system to protect it adequately.

No matter what your thermal expansion problem may be, whether for new construction or for retrofitting or remodeling an existing system, plumbing codes require you to address this safety problem.

Potable vs. Non-Potable Systems

Potable refers to water in an open domestic hot water heating system. This is water that could potentially be consumed by people and is not recirculated within the system. Non-potable refers to water in a closed hydronic heating, radiant floor heating, or a chilled water system where the water is recirculated and does not leave the system. Each of these hot water heating systems has different thermal expansion requirements.

Plumbing Code Requirements

Thermal Expansion Control

Plumbing codes require that thermal expansion control be addressed in plumbing systems. **A temperature and pressure relief valve is not considered a thermal expansion device.** This is because when water is allowed to continuously drip from the T&P relief valve, minerals from the water can build up on the valve, eventually blocking it. This blockage can render the T&P valve useless and potentially lead to hot water heater explosions. The International Plumbing Code (IPC), Uniform Plumbing Code (UPC) and Standard Plumbing Code all require thermal expansion control to be addressed.

Expansion Tank Construction

Section VIII of the ASME Boiler and Pressure Vessel Code states certain requirements that must be met by an expansion tank for it to meet ASME construction specifications.

Water Containment vs. Water Relief Solutions

Water Containment solutions allow for thermal expansion while containing thermally expanded water in the plumbing system. Water Relief solutions discharge thermally expanded water at a pressure setting that is below the setting of the water heater's temperature and pressure relief valve.

Expansion Tanks

How a Diaphragm Expansion Tank Works

When water is heated in a closed system it expands. Water is not compressible; therefore, the additional water volume created has to go someplace. When an expansion tank is installed the excess water enters the pre-pressurized tank (figure 1). As the temperature and pressure reaches its maximum, the diaphragm flexes against an air cushion (air is compressible) to allow for increased water expansion (figure 2). When the system is opened again or the water cools, the water leaves the tank and returns to the system.

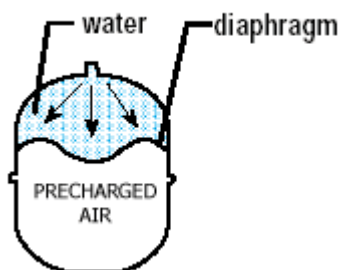


Figure - 1. As the water temperature increases, the expanded water is received by the tank.

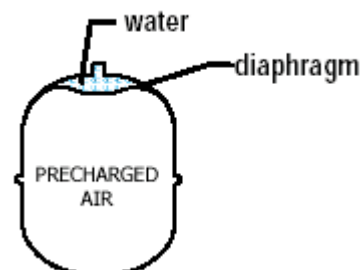


Figure - 2. As the water and pressure reaches its maximum, the diaphragm flexes against the air cushion (air is compressible) to allow for increased water expansion.