

Tri-Community

WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY

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

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

AGREEMENT made this _____ day of _____, _____,
between Tri-Community 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 and/or wastewater 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.

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

TRI-COMMUNITY WATER SUPPLY CORPORATION
(mailing) P.O. BOX • FENTRESS, TX 78622
(physical) 92 WARD STREET • FENTRESS, TX 78622
(office) 512-488-2573 (water emergency) 512-738-0713

(email) tricomcommunitywater@gmail.com (website) www.tri-communitywater.com

The Board of Directors, Management and Staff of Tri-Community Water Supply Corporation welcome you to the Tri-Community Water Service area.

TCWSC is governed by a Board of Directors comprised of seven (7) members. The Directors are elected by the membership for a staggered three year term at the Annual Membership Meeting or by Uncontested Nomination. The board meets once per month on the first Wednesday of each month following the 5th, if the first Wednesday of the month falls on the 5th the meeting will be held that day. Monthly meetings begin promptly at 7:00 pm. Meetings are held at the Tri-Community Water office located at 92 Ward St. in Fentress. All meetings are conducted under the Open Records and Open Meetings Act.

Tri-Community WSC's water is considered a (GUI) ground water under the influence of the San Marcos River, supplied from three (3) wells which pump the water at a rate of 540 gpm (gallons per minute). Tri-Community's water is injected with chlorine gas by a chemical feed pump before entering the filtration room. The filtration room consists of four (4) trains; each train has three (3) canisters, each canister houses five (5) filters. This system is essential in removing particles and reducing turbidity.

The three (3) wells supply water to two (2) ground storage tanks, one (1) 88,000 gallon tank and one (1) 50,000 gallon tank; which the pumping station draws from to supply one (1) 100,000 gallon elevated tower and one (1) 100,000 gallon standpipe.

Tri-Community Water uses Radio Read Meters. Meters are read once (1) per month every 28 – 33 days. Bills are mailed on the last working day of each month and payments are due on the 15th of each month. A \$15.00 late fee will be added to all accounts on the 16th. Disconnection day is printed on the bottom of your monthly bill. Tri-Community accepts cash, check, money order, debit and credit cards. A 24/7 payment box is conveniently located to the right of the drive up window. Please do not drop cash. Tri-Community Water utilizes a 24 hour video/audio surveillance recorder inside and outside of the Tri-Community Water properties.

Tri-Community Water Supply Corporation Partial Fee List:

Membership Fee	\$200.00	
Installation Fee	\$800.00	
Capital Improvement Fee	\$4,000.00	
TOTAL METER COST	\$5,000.00 +	MAIN LINE TAP (MAIN LINE TAP IS A SEPARATE FEE)

CONTACT

Blake Dorsett 512-718-7470

Monthly Service Fee	\$50.00 (water not included)
Water Usage (1-5,000 gallons)	\$5.00 per 1,000 gallons
Water Usage (5,001 - 10,000 gallons)	\$6.00 per 1,000 gallons
Water Usage (10,001 – 15,000 gallons)	\$7.00 per 1,000 gallons
Water Usage (15,001 – 30,000 gallons)	\$8.00 per 1,000 gallons
Water Usage (30,001 + gallons)	\$9.00 per 1,000 gallons
Late Payment Fee (added on the 16 th)	\$15.00
Return Check Fee	\$30.00 + check amount + current bank charges
Disconnect Fee/Reconnect Fee	\$90.00 (Disconnect Fee \$50.00 Reconnect Fee \$40.00)
Membership Transfer Fee	\$35.00
Secondary Meter Fee	\$15.00 (no water usage)
After hour service fee	\$60.00 (calls before 8:00 am, after 4:00 pm, Saturday, Sunday & Holidays)

TRI-COMMUNITY WATER SUPPLY CORPORATION

(Mailing) Po Box 11 Fentress TX, 78622

(Physical) 92 Ward St Fentress TX 78622

(Office/Billing) 512-488-2573 (Water Emergency) 512-738-0713

tricomcommunitywater@gmail.com – www.tri-communitywater.com

RULES & REGULATIONS

- 1) 24-hour Audio and Video, indoors and outdoors, will be recorded on TCWSC property.
 - 2) Meters are read and calculated during the last week of the month.
 - 3) Bills are mailed out by the last working day of each month.
 - 4) Payments are due on, or before, the 15th of each month, regardless of what day of the week it falls on.
 - 5) On the morning of the 16th a \$15.00 late fee will be added to all past due accounts.
 - 6) Disconnection notice will be placed on a door hanger 10 days before shut out.
 - 7) Owners will be contacted on the 16th if renters have failed to pay on time.
 - 8) Meter disconnection will begin at 8AM on the day of disconnection.
 - 9) Payment arrangements are available to owners and renters (with permission of owners) if requested PRIOR to the 15th.
 - 10) If payment arrangements are not kept a \$40 service trip charge and a \$50.00 disconnection fee will be added to the account. The meter will be locked out and the account balance will have to be paid in full PRIOR to restoring service.
 - 11) Tri-Community Water accepts CHECKS, MONEY ORDERS, and CREDIT CARDS. All payments made must be payable to TCWSC or Tri Community Water Supply Corporation.
- *Mail Payments to PO BOX 11 Fentress TX 78622
- *Payments can be dropped into the night box located to the right of the drive-up window 24/7-
- *Please write your name and account number on all payments.
- *Cash payments are accepted at the office window in person. Open 8am-10:30am & 12pm-4pm.
DO NOT DROP CASH IN THE NIGHT BOX.
- *Credit card payments accepted by phone or reoccurring monthly charge if set up by customer.
Online Card payments may be made using <https://new.nexbillpay.net/tricomcommunitywsctx> or by calling (888) 612-1607 with 24/7 access to credit card payment. For all credit card payments there is a fee of \$2.50 for all bills under \$200.00, that goes to the vender not TCWS, or a 2.75% fee for any bills over \$200.00.

I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE

NAME _____

SIGNATURE _____

ACC # _____ DATE _____