

Tri-Community WATER SUPPLY CORPORATION
NONSTANDARD SERVICE APPLICATION

Please Print or Type Clearly

Applicant's Name/Company

Address/City/State/ZIP:

Phone number (____) _____ - _____ FAX (____) _____ - _____

E-mail

Please attach a legal description of the proposed development as listed in the deed records as a filed plat or parcel of land where other types of nonstandard water/sewer service is requested. Plat requirements include the name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- | | | | | |
|--|---|--|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Residential Subdivision | <input type="checkbox"/> Multi-family | <input type="checkbox"/> Mobile Home Park | <input type="checkbox"/> Trailer Park | <input type="checkbox"/> School |
| <input type="checkbox"/> Line Extension | <input type="checkbox"/> Commercial/Industrial Park | <input type="checkbox"/> Large Meter (>1") | | |
| <input type="checkbox"/> Multi-use Facility | <input type="checkbox"/> Other | | | |

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Maximum number of proposed lots: _____ Range of standard lot sizes: _____

Acreage(s) _____

Please describe in detail the nature and scope of the project/development.

Initial needs

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

Please list any additional special service needs not listed above.

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Please describe how the utility may access the property during evaluation of application.

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Required Fees

Applicant is required to pay a Nonstandard Service Investigation Fee of \$ _____ to the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted, and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company

Signature of Authorized Representative

Date

For Corporation Use Only

Date application received

Amount Fees Paid / Date Paid

Signature WSC staff member

Tri-Community WATER SUPPLY CORPORATION NONSTANDARD SERVICE CONTRACT

THE STATE OF TEXAS

COUNTY OF _____

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as "Applicant", and _____ Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain _____ acres of land in _____, County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol. _____, Page _____ of the Plat Records of County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested WSC to provide such water service to the Property through an extension of WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to WSC by the Applicant. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below. Applicant agrees that WSC shall not be required to reimburse Applicant for any oversizing required by another entity with jurisdiction over the activities of Applicant.

- (c) If the Property is to be developed in phases, and Applicant desires the water system to be constructed in corresponding phases and such phased construction is deemed acceptable to WSC in its sole discretion, Applicant shall be required to execute a separate Non-Standard Service Contract for each development and construction phase. The execution of one or more separate Non-Standard Service Contracts will not provide to or vest in Applicant any capacity reservations or service rights for any property not expressly covered by the executed contracts. The Property to be covered and served under each contract shall be clearly designated in a plat reviewed and approved by WSC's consulting engineer to be incorporated into the applicable contract for all purposes.

2. **Required Sites, Easements or Rights-of-Way.**

- (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension. WSC prohibits the placement of any water lines or other infrastructure to be dedicated to WSC in the public right-of-way. The Water System Extension, or any portion thereof, shall therefore not be constructed in the public right-of-way without prior written consent of WSC, and Applicant shall be responsible for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way if approved by WSC.
- (b) Any easements acquired by the Applicant shall be in a form approved by WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the Water System Extension.
- (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by WSC's attorney.

3. **Construction of the Water System Extension**

- (a) The WSC's consulting engineer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to WSC.**

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the

property of the WSC. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal and WSC standards prior to acceptance by WSC shall be borne by the Applicant. Any connection of individual customers to the Water System Extension shall be made by the WSC.

- (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for ____ months following the date of the transfer through a maintenance bond in the name of WSC.

5. **Cost of the Water System Extension.**

- (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
 - (1) Engineering and design;
 - (2) easement or right -of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorneys' fees;
 - (6) governmental or regulatory approvals required to lawfully provide service;
 - (7) all fees required under the WSC's Tariff.

Applicant shall indemnify WSC and hold WSC harmless from all of the foregoing costs.

- (b) Nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.
- (c) If WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, WSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

6. **Service from the Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in WSC's approved tariff;
 - (2) Any applicable Equity Buy-In fee adopted by WSC;
- (b) It is understood and agreed by the parties that the obligation of WSC to provide water service in the manner contemplated by this Contract is subject to the

issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

- (c) Unless the prior approval of WSC is obtained, the Applicant shall not:
 - (1) construct or install additional water lines or facilities to service areas outside the property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Conveyance of Groundwater Rights.** The owner of real property that will be developed as a residential subdivision pursuant to a Non-standard Service Application will, simultaneous with the execution and delivery of this Contract, execute and deliver a groundwater rights warranty deed conveying to the WSC all groundwater and associated groundwater rights that may be produced, pooled, or accessed from the Property. (see Form of Groundwater Rights Deed, attached to this Contract and made a part hereof)

8. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

9. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Any notice mailed to Applicant shall be addressed:

 Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph

10. Breach of Contract and Remedies.

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

11. INDEMNIFICATION.

DEVELOPER HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD WSC HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, OR LIABILITY THEREFORE, LOSS, COSTS, CHARGES, REASONABLE ATTORNEYS' FEES, AND/OR EXPENSES OF WHATSOEVER KIND OR CHARACTER WHICH THE WSC SHALL OR MAY, AT ANY TIME SUFFER, SUSTAIN, OR INCUR BY REASON OF OR IN CONSEQUENCE OF ANY ACTIONS OF THE DEVELOPER, OR ITS AGENTS, EMPLOYEES, OR

CONTRACTORS, IN CONNECTION WITH ANY OF THE PROVISIONS OF THIS CONTRACT. DEVELOPER HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR THE INJURY OR DEATH OF ANY PERSON, OR LOSS OF DAMAGE TO ANY PROPERTY CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE OF DEVELOPER, OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OF ANY WORK IN CONNECTION WITH THIS CONTRACT, NOT INVOLVING ANY NEGLIGENCE OF THE WSC OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS. IN CASE OF ANY SUIT OR OTHER PROCEEDING SHALL BE BROUGHT ON ACCOUNT OF ANY MATTER COVERED BY THE INDEMNIFICATION SPECIFIED IN THIS SECTION, DEVELOPER WILL ASSUME THE WSC'S DEFENSE AT DEVELOPER'S EXPENSE AND WILL PAY ALL FINAL JUDGMENTS RENDERED THEREON.

12. **Insurance.** Each prime contractor and subcontractor working on the Water System Extension must maintain current liability insurance of not less than \$1.5 million general aggregate. Developer shall cause each prime contractor and subcontractor working on the Water System Extension to submit a certificate of additional insured or policy endorsement proving coverage under this section to the WSC prior to beginning work on the Water System Extension.
13. **Third Parties.**
It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.
14. **Captions.**
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.
15. **Context.**
Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.
16. **Mediation. [Optional]**
Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.
17. **Litigation Expenses.**
Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
18. **Intent.**
The parties hereto covenant and agree that they shall execute and deliver such other

and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

19. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

20. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

21. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

22. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

23. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

24. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Caldwell County, Texas.

25. **Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Caldwell County, Texas.

26. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

27. **Assignability.**

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.

28. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

_____ Water Supply Corporation APPLICANT _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that
 _____ ("Grantor"), in consideration of ten dollars
 (\$10.00) and other good and valuable consideration paid by
 _____, ("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 exclusive easement (the "Perpetual
 Easement") and a temporary construction easement (the "Temporary Easement"), over and across
 _____ acres of land, more particularly described in instrument recorded in Vol. _____,
 Page _____, Deed Records, _____ County, Texas. Grantor covenants that
 Grantor is owner of the above described lands and that said lands are free and clear of all
 encumbrances and liens except the following: _____.

The Perpetual Easement and Temporary Construction Easement shall be collectively referred to as the "Easements". It is expressly understood and agreed between the parties that the Easements shall be subject to and governed by the following provisions:

1. The Perpetual Easement hereby granted shall not exceed fifteen feet (15') in width and shall be used only for the purposes of constructing, installing, and laying and thereafter accessing and using, operating, inspecting, repairing, maintaining, replacing, upgrading and removing water distribution lines [and/or sewer collection lines] and appurtenances and facilities (the "Facilities") on the property. Grantee is hereby authorized to designate the course of the Easements herein conveyed except that when the pipeline(s) is/are installed, the Perpetual Easement herein granted shall be limited to a strip of land fifteen feet (15') in width, the center line thereof being the pipelines as installed. Grantee shall have the right to place new or additional Facilities within the Perpetual Easement.
2. In addition to the Perpetual Easement granted above, Grantor hereby grants the Temporary Construction Easement to Grantee adjacent to the Perpetual Easement as installed and that certain area of the tract of land owned by Grantor that is fifteen feet (15') in width and parallel to the boundary of the Perpetual Easement, for purposes of ingress and egress and constructing and installing the Facilities. The Temporary Construction Easement shall automatically terminate one hundred eighty (180) days from the date such construction and installation of the Facilities is completed. Grantee agrees to use its reasonable best efforts to remove from the Temporary Construction Easement only such trees, brush, and shrubs as are reasonably necessary for Grantee to construct the Facilities.
3. 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, (a) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the Easements; (b) the reasonable right from time to time to remove any and all paving,

undergrowth and other obstructions that may injure Grantee's Facilities or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution or removal thereof; and (c) the right to abandon-in-place any and all Facilities, such that Grantee shall have no obligation or liability to Grantor, or its successors or assigns, to move or remove any such Facilities.

4. In the event the city, county or state hereafter widens or relocates any public road so as to require the relocation of the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating the Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land of fifteen feet (15') in width, the center line thereof being the Facilities as relocated.
5. The consideration recited herein shall constitute payment in full for all rights of Grantee, and Grantee will maintain such easement in a state of good repair and efficiency and will take all reasonable measures to restore the grounds and surfacing materials prior to Grantee's use as reasonably possible. Grantee is not responsible for restoration of landscaping, structures, pavement, or other improvements made by Grantor in, on and over the Perpetual Easement after the date of the grant made herein.
6. 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 Easements and the related rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations and restrictions by municipal, county, state or other governmental authority applicable to and enforceable against the Easements.
7. 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this

_____ day of _____, 20____.

ACKNOWLEDGEMENT

(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by

(SEAL)

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 Dennis Dorsett 512-243-1265

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'S METER SIZE & COSTS

METER SIZE	METER EQUIVALENTS	CAPITAL IMPROVEMENT FEES Does not include Main Line Tap	METER INSTALLATION FEES Does not include the Main Line Tap fee	MEMBERSHIP FEES	TOTAL COST FOR METER DOES NOT INCLUDE MAIN LINE TAP	MONTHLY BASE RATE FEES Does not include Water	MONTHLY RESERVE METER FEES Does not include Water
5/8" X 3/4"	1	\$ 4,000.00	\$ 800.00	\$ 200.00	\$ 5,000.00	\$ 50.00	\$ 15.00
3/4"	1.5	\$ 6,000.00	\$ 1,200.00	\$ 200.00	\$ 7,400.00	\$ 75.00	\$ 22.50
1"	2.58	\$ 10,000.00	\$ 2,000.00	\$ 200.00	\$ 12,200.00	\$ 125.00	\$ 37.50
1-1/2"	5	\$ 20,000.00	\$ 4,000.00	\$ 200.00	\$ 24,200.00	\$ 250.00	\$ 75.00
2"	8	\$ 32,000.00	\$ 6,400.00	\$ 200.00	\$ 38,600.00	\$ 400.00	\$ 120.00
3" DISP	9	\$ 36,000.00	\$ 7,200.00	\$ 200.00	\$ 43,400.00	\$ 450.00	\$ 135.00
3" CMPD	16	\$ 64,000.00	\$ 12,800.00	\$ 200.00	\$ 77,000.00	\$ 800.00	\$ 240.00
3" TURB	17.5	\$ 70,000.00	\$ 14,000.00	\$ 200.00	\$ 84,200.00	\$ 875.00	\$ 262.50
4" CMPD	25	\$ 100,000.00	\$ 20,000.00	\$ 200.00	\$ 120,200.00	\$ 1,250.00	\$ 375.00
4" TURB	30	\$ 120,000.00	\$ 24,000.00	\$ 200.00	\$ 144,200.00	\$ 1,500.00	\$ 450.00
6" CMPD	50	\$ 200,000.00	\$ 40,000.00	\$ 200.00	\$ 240,200.00	\$ 2,500.00	\$ 750.00
6" TURB	62.5	\$ 250,000.00	\$ 50,000.00	\$ 200.00	\$ 300,200.00	\$ 3,125.00	\$ 937.50
8" CMPD	80	\$ 320,000.00	\$ 64,000.00	\$ 200.00	\$ 384,200.00	\$ 4,000.00	\$ 1,200.00

*Monthly Base Rate does not include water

*Monthly Reserve Fee does not include water

*Total Cost for Meter does not include the cost for the Main Line Tap

Water Rates:

1-5,000 gallons	\$5.00 per 1,000 gallons
5,001-10,000 gallons	\$6.00 per 1,000 gallons
10,001-15,000 gallons	\$7.00 per 1,000 gallons
15,001-30,000 gallons	\$8.00 per 1,000 gallons
30,001 + gallons	\$9.00 per 1,000 gallons

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 _____