

**TRI-COMMUNITY WATER SUPPLY CORPORATION
STANDARD SERVICE APPLICATION AND AGREEMENT**

*****THIS FORM MUST BE COMPLETED BY APPLICANT ONLY*****

DATE: _____

APPLICANT'S NAME _____ Male Female

CO-APPLICANT'S NAME _____ Male Female

BILLING ADDRESS (MAILING ADDRESS TO SEND BILLING STATEMENTS)

HOME# _____ WORK# _____ CELL# _____

PROOF OF OWNERSHIP PROVIDED BY _____ (ATTACH COPY)

DRIVER'S LICENSE NUMBER OF APPLICANT _____ EXPIRATION _____ STATE _____

LEGAL DISCRPTION OF PROPERTY – INCLUDE THE FOLLOWING: 911 ADDRESS, NAME OF SUBDIVISION AND LOT#
(CONTACT THE CALDWELL COUNTY 911 CORDINATOR AT (512) 398-5550 ext. #215 TO BE ISSUED A CALDWELL COUNTY 911 ADDRESS)

*IF A MEMBERSHIP IS BEING TRANSFERRED TO YOU
(PREVIOUS OWNER'S NAME) _____ CONTACT# _____

ACREAGE _____ SQUARE FEET OF DWELLING _____ #OF DWELLINGS _____

NUMBER OF FAMILY _____ NUMBER OF LIVESTOCK _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

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.

White Black American Indian or Alaskan Native Hispanic Asian or Pacific Islander

Other-Specify _____

STANDARD SERVICE AGREEMENT

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, TCWSC, TCW) and _____

(hereinafter called the Applicant and/or Member),

WITNESSETH:

The Corporation shall sell and deliver water 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, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. 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.

CONTINUE SERVICE APPLICATION AND AGREEMENT 3/6

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water loan project contemplated with the Rural Development, an Applicant shall pay an Investigation 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. The Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Investigation Fee shall be converted by the Corporation to a Membership Fee. The 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 fee previously paid as an indication of interest. In addition to any Investigation 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 Investigation Fee, less any 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 Investigation 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 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 sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

CONTINUE SERVICE APPLICATION AND AGREEMENT 4/6

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 his/her 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 the Corporation may specify. The Corporation shall also have access through the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

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 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 device tester.

CONTINUE SERVICE APPLICATION AND AGREEMENT 5/6

- c. No connection that 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 plumbing on or after July 1, 1988, at any connection that provides water for human consumption.
- e. No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection that 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, at their expense, properly install, test and maintain any backflow prevention device required by the Corporation. Required copies of all testing and maintenance records shall be provided to the Corporation. 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 expense 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.

CONTINUE SERVICE APPLICATION AND AGREEMENT 6/6

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

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. Upon 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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Applicant / Member

Date

Approved and Accepted

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

RIGHT-OF-WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to (Member) _____.

Hereinafter referred to as GRANTOR, by **Tri-Community Water Supply Corporation**, Hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, the **GRANTOR** does hereby grant, sell, transfer, and convey unto the GRANTEE **TCWSC**, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, maintain, replace, and remove **All materials dealing with the maintenance of water service**. Over, across, through the land of the GRANTOR situated in **Caldwell and/or Guadalupe** County, State of **Texas**, said land being described as follows:

_____ together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be fifteen **(15)** feet in width, the centerline of which is described as follows: **Backhoe placement three (3) feet from the excavation site, Backhoe nine (9) feet in length, and dirt removal placement three (3) feet.**

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the **GRANTORS** have executed this instrument this _____ day of _____.

Approved by Member _____ Date: _____