

North Rural WSC
 3810 North Highway 281
 PO Box 716
 Mineral Wells, TX 76068
 (940)327-0700
www.northruralwsc.com



APPLICATION FOR MEMBERSHIP TRANSFER

Please complete this application to transfer existing water service on an active account

Seller: Please complete Page 1 only

Buyer: Please complete Pages 2-9

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of membership in accordance with the laws of the State of Texas.

1. The membership is transferred by will to a person related to the Transferor within the second degree by consanguinity: or
2. The membership is transferred without compensation to a person related to the Transferor within the second degree of consanguinity: or
3. The membership is transferred without compensation or by sale to the Corporation: or
4. The membership is transferred as a part of the conveyance of real estate from which the membership arose.

Transferee understands that qualification for membership is not binding the Corporation and does not qualify member for continued water service unless the following terms and conditions are met:

1. This Application for Membership Transfer is completed by the Transferor and Transferee:
2. A new Membership Fee has been paid to the Corporation:
3. The Transferee has completed the required Application packet:
4. All indebtedness due the Corporation has been paid:
5. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the membership originally arose: and
6. Any other terms and conditions of the Corporation's Tariff are properly met.

TRANSFEROR (Seller):

Name:	
Spouse:	
Forwarding Address:	
City, State, Zip:	
Cell Phone:	
Email:	

NRWSC Account Number:	Service Address:
Last Service/Move Out Date:	Title/Closing Company:
<p>Please note – the Transferor (SELLER) is responsible for providing a correct and accurate forwarding address to send any applicable refund of membership fees. This form must be completed and returned to the North Rural WSC office before refund of membership fees will be issued. The refund will be calculated by subtracting your final bill and any past due balance from your \$300 membership fee.</p>	

Acknowledgment:

Signature of Seller _____ **Date** _____

OFFICE USE ONLY	Final Bill: \$	Reading:	Read Date:	WO#
Refund Due: \$	Check No.:	Issued by:		

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Please return the original of pages 5 & 9, we cannot accept a copy.

TRANSFeree (Buyer):

Name of Applicant:		Driver's License No.	
Spouse:		Driver's License No.	
Mailing Address:			
City, State, Zip:			
Cell Phone(s):		Email:	
How would you like to receive your statement?	Please Check: Paper Bill ___ Email ___		

Service Address:			
Date of Application:		Requested Start Date:	
Acreage:		No. of Family	
Do you own the property?	YES	NO	Is proof of ownership attached? YES NO
Private Well?	YES	NO	Number of homes on this water meter?
Commercial Acct?	YES	NO	Rental Property? YES NO
Swimming Pool?	YES	NO	Sprinkler System? YES NO

Legal Description of Property: _____

Special Service Needs of Applicant: _____

TOTAL AMOUNT DUE FROM THE BUYER

\$300.00 Membership Fee

The Membership Fee is refunded if you sell the property or cancel your service.

OFFICE USE ONLY

Route: 1 2 3 4	Sequ:	Action: Approval	Date:
Membership No.:	Paid Date:	Proof of ownership verified:	
Entered by:	Date:	Certificate ___ Easement ___ New Customer Letter ___ RVS ___ Excel ___ CEA ___ PayClix ___	

SERVICE APPLICATION AND AGREEMENT

AGREEMENT made on ___ / ___ / ___ between North Rural Water Supply Corporation, a corporation under the law of the State of Texas (hereinafter referred to as the CORPORATION) and _____ (hereinafter referred to as Applicant and/or Member).

The CORPORATION shall see 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 Membership Fees, the applicant qualifies for Membership as a new Applicant or continued Membership as a Transferee and thereby may hereinafter be call 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 upon request.

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'S published rates, fees and conditions of service.

If this agreement is completed for the purpose of assigning water service as part of a rural domestic water system loan project contemplated with the Farmers Home Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determining: the number of taps to be considered in the design and the number of potential ratepayers considered in determining the financial feasibility of constructing either: - a new water system, or

-expanding the facilities or 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 and conditions 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 water charges for such service as prescribed in the CORPORATION'S published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the CORPORATION in liquidate, as damages, the gees previously paid as an Indication of Interest. In addition to any Indication of Interest fee 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 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 or customer and is to serve water to only one (1) dwelling and/or one (1) business.** Extension of pipe or pipes to transfer water to any other persons, dwelling, businesses, and/or property, etc. is prohibited.

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 8.0% 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, Norman failures of the system, or other events beyond the CORPORATION'S control.

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

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 times for any purpose connected with or in the furtherance of is 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 CORPORATION'S authorized employees shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations of the CORPORATION'S policies or Texas Department of Health Rules and Regulations. The CORPORATION strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

By executing of this Service Application and Agreement, 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 water utility service under the terms and conditions of the CORPORATION'S Tariff.

By execution of this Service Application and Agreement, 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 of the satisfaction of the CORPORATION.

Any misrepresentation of the facts by the Applicant on any of the pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the CORPORATION'S Tariff.

SERVICE AGREEMENT

I. Purpose:

North Rural Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the North Rural Water Supply Corporation will begin service. In addition, when service to an existing customer has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. Restrictions:

The following unacceptable practices are prohibited by State regulation.

- 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 device.
- B. No cross-connection between the public drinking water supply and a private water system (water well) is permitted. The potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fittings which contain more than 8% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. Service Agreement:

The following are the terms of the Service Agreement between the North Rural Water Supply Corporation (the Water System) and MEMBER:

- A. The Water System will maintain a copy of this agreement as long as the Customer is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-contamination or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-contamination or other potential contamination hazard which has been identified during the initial inspection or periodic re-inspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. Enforcement

If the Customer fails to comply with the terms of this Service Agreement, the Water Supply shall, at its option, terminate service or properly install, test, and maintain and appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY - DO NOT SIGN WITHOUT BEING IN THE PRESENCE OF A NOTARY PUBLIC.*

ACKNOWLEDGEMENT

By signing below Customer agrees to and has read and understands the terms of the service agreement.

Customer Name: _____ Customer Signature: _____

On _____, 20____, _____ personally appeared before me being duly sworn, did state he or she is the person described in the above document and that he or she signed the above document in my presence.

Signature of Notary Public
Notary Public in and For the County of Palo Pinto
In the State of Texas
My Commission Expires: ____ / ____ / ____

Notary Public Seal

North Rural Water Supply Corporation Tariff Excerpt: Rates & Service Fees

1. SERVICE INVESTIGATION FEE:

The CORPORATION shall conduct a service investigation for each service application submitted at the CORPORATION office. An initial determination shall be made by the CORPORATION, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:

- a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of the application.
- b. All Non-Standard Service requests shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal and engineering fees associated with investigation of the CORPORATION'S ability to deliver service to the Applicant, to provide cost estimates of the project, to present detailed plans and specifications as per final plat, to advertise and accept bids for the project, to present a Non-Standard Service Contract to the Applicant, and to provide other services as required by the CORPORATION for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project.

2. MEMBERSHIP FEE:

At the time the application for service is submitted, a Membership Fee of \$300.00 (three hundred dollars) must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the CORPORATION. This fee applies to any new applicant of standard service (new tap or re-service) and membership transfers.

3. EASEMENT FEE:

When the CORPORATION determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements on behalf of the CORPORATION and/or pay all costs incurred by the CORPORATION in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

4. INSTALLATION FEE:

The CORPORATION shall charge an installation fee for service as follows:

- a. Standard Service shall include all current labor, materials, engineering, legal and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
- b. Non-Standard Service shall include any and all construction, labor, and materials, administration, legal, and engineering fees, as determined by the CORPORATION under rules of Section F of this Tariff.
- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E.1.c (6) of this Tariff.

5. FRONT-END CAPITAL CONTRIBUTIONS/EQUITY BUY-IN:

In addition to the Installation Fee and Membership Fee, each Applicant shall be required to contribute capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing service on a per residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. The formula applied shall be corporation assets minus debt minus depreciation divided by number of taps (the CORPORATION'S Capital Contribution fee may be less than the listed formula but it may not exceed the listed formula).

TOTAL CHARGE FOR STANDARD RE-SERVICE IS:

Membership Fee	\$300.00
Reconnection Fee	90.00
Administration Fee	<u>100.00</u>
TOTAL:	\$490.00

TOTAL CHARGE FOR A STANDARD INSTALLATION AS OF MARCH 1, 2013 IS:

Membership Fee	\$300.00
Installation Fee	950.00
Capital Contribution/Equity Buy-in	<u>1,000.00</u>
TOTAL:	\$2,250.00

6. MONTHLY CHARGES:

Minimum Monthly Charges - The monthly charge for metered water service is based on demand by meter size. Each charge is assessed based on the number of 5/8" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge. Minimum monthly charges are applied to each active account/tap regardless of usage or amount of usage and are required in order to keep the account/tap in active status. Meter size, Rates and equivalents are as follows:

Gallon Charge - In addition to the Minimum Monthly Charge, a gallon charge shall be as follows for 5/8" x 3/4" meters:

The additional revenue generated from the increased rates (rate codes 2 through 7) for excess usage is separately accounted for and is considered to be contributed capital to provide facilities for maintaining or increasing water supply or distribution capacity.

Meter Size	5/8" X 3/4" Meter Equivalents	Allowable Gallons	Monthly Rate
5/8" X 3/4"	1.0	0	\$30.00
1"	2.5	0	\$75.00
1 1/2"	5	0	\$150.00
2"	8	0	\$240.00

Rate Code	Monthly Usage	Price per 1,000 gallons
1	100 – 5,000 gallons	\$9.80
2	5,100 – 10,000 gallons	\$10.30
3	10,100 – 20,000 gallons	\$10.80
4	20,100 – 30,000 gallons	\$11.80
5	30,100 – 40,000 gallons	\$12.80
6	40,100 – 50,000 gallons	\$13.80
7	50,100 gallons and above	\$14.80

The Gallon Charge is based on actual water usage calculated by monthly meter readings. Meters larger than 5/8" x 3/4" receive the same equivalent in usage allowances before being charged the next rate code.

Reserved Service Charges – The monthly charge for each active account at a specified location for which a meter has not been installed but for

which the CORPORATION and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge shall be based on the CORPORATION's monthly operating costs to service the Applicant's dedicated facilities on a per lot/tap or meter equivalency basis. This charge reserves service to the Applicant's service area. This fee is determined on a case by case basis but shall never exceed the Minimum Monthly Charge for metered service.

7. LATE PAYMENT FEE:

A penalty of \$20.00 per billing period shall be charged on delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding the Monthly Minimum or Reserved Service Charge during any one billing period. Payments are due by the 15th of each month or as indicated on the billing statement (should the 15th fall on a weekend or reserved holiday). All mailed payments must be postmarked by the 15th to avoid a late payment fee (regardless of weekends or holidays).

8. RETURNED PAYMENT FEE:

In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the CORPORATION for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a returned payment charge of \$25.00.

9. RECONNECT FEE:

The CORPORATION shall charge a fee of \$90.00 for reconnecting service after the CORPORATION has previously disconnected the service for any reason provided for in this Tariff. (Applies to Re-Service Applications)

10. EQUIPMENT DAMAGE FEE:

If the CORPORATION'S facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other CORPORATION actions. This fee shall be charged and paid before service is re-established. If the CORPORATION'S equipment has not been damaged, a fee equal to the actual costs for all labor, materials, equipment, and other actions necessary to correct service diversions, unauthorized taps, or re-connection of a service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the CORPORATION'S facilities or equipment have been damaged due to negligence or unauthorized use of the CORPORATION'S equipment, right-of-way, or meter shut-off valve or due to other acts for which the CORPORATION incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts of negligence.

11. CUSTOMER HISTORY REPORT FEE:

A fee of \$25.00 shall be charged to provide a copy of the Member's record of past water purchases in response to a Member's request for such a record.

12. METER RE-READ/CALIBRATION FEE:

The CORPORATION shall re-read a Member's meter upon request of the Member. Under the terms of Section E of this Tariff, a charge of \$30.00 shall be imposed on the affected account.

13. CALIBRATION FEE:

The CORPORATION shall calibrate or test a Member's meter upon request of the Member. Under the terms of Section E of this Tariff, a charge of \$50.00 shall be imposed on the affected account.

14. MEMBERSHIP CERTIFICATE COPY FEE:

A fee of \$10.00 will be charged to provide a duplicate copy of the Membership Certificate.

15. ADMINISTRATION FEE:

A fee of \$100.00 will be charged to re-service applicants to offset any engineering, legal and administrative costs necessary to provide individual metered service.

16. DOCUMENT FEE:

Applies only to customer requested documents

- Per copy \$0.50 (Mailed information will be charged \$0.50 per copy +\$5.00 +postage)

A copy of the North Rural Water Supply Corporation Tariff is available to you upon request. It is also available online at www.northruralwsc.com. The tariff can be amended by the Board of Directors at any time. All customers will be notified of any changes in fees/charges by mail.

I, _____, have received and reviewed Section G: Rates and Service Fees of the North Rural Water Supply Corporation Tariff and by signing below I agree to the terms of the entire Corporation Tariff.

Signature

Date: _____

Easement and Right of Way Agreement

This Easement and Right of Way Agreement is made on the ____ day of _____,
20 ____, between _____, Grantor, address

Number Street Apt/Ste No. City State Zip

and **North Rural Water Supply Corporation**, grantee, being the owner of real property adjoining or adjacent to the property described in this agreement.

For valuable consideration, the Grantor hereby grants to the Grantee, their heirs and assigns, a perpetual Easement and Right of Way to go through, over and across the following real estate.

Physical Address of property

Legal Description of property: _____

Such easement is described as follows: Repair and maintenance of standard size water meter
Member Account No. _____

Grantor Signature

Date: ____ / ____ / ____ State of Texas County of Palo Pinto

On _____, 20 ____, _____
personally came before me, being duly sworn, did state that he or she is the person described in the above document and that he or she signed the above document in my presence.

Signature of Notary Public
Notary Public in and for the County of Palo Pinto
In the State of Texas
My Commission expires: ____ / ____ / ____

Seal