

KINGSLAND WATER SUPPLY CORPORATION

1422 West Drive
Office: (325) 388-6611

PO Box 73
Fax: (325) 388-6135

Kingsland, Texas 78639
Email: kwscmail@kingslandwater.org

SERVICE APPLICATION AND AGREEMENT

PLEASE PRINT

DATE: _____

Required Information:

APPLICANT'S NAME: _____

D.L. Number: _____ State _____ Copy of DL Attached? _____

Email: _____

TELEPHONE – Home: _____ Cell: _____

Place of Employment: _____ Work Phone: _____

SPOUSE'S NAME: _____

Required Information:

MAILING ADDRESS: _____

City: _____ State: _____ Zip: _____

911 SERVICE ADDRESS (ACTUAL PHYSICAL ADDRESS) IF DIFFERENT FROM ABOVE: _____

Required Information:

RESIDENTIAL: _____ MULTI-FAMILY RESIDENTIAL: _____ COMMERCIAL: _____

WILL THIS RESIDENTIAL CONNECTION OR MULTI-FAMILY CONNECTION HAVE A GUESTHOUSE OR 2ND DWELLING WITH LIVING QUARTERS? _____ Yes _____ No

It is the Member's responsibility to notify KWSC if modifications are made to the property.

PROOF OF OWNERSHIP PROVIDED: _____ Yes _____ No

TYPE OF DOCUMENT PROVIDED: _____

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*****A TRANSFER FEE OF \$75.00 WILL APPLY TO ALL ACCOUNTS BEING TRANSFERRED FROM ONE OWNER TO ANOTHER. THE FEE WILL BE ADDED TO YOUR FIRST WATER BILL AFTER ACCOUNT IS TRANSFERRED TO NEW OWNER.**

*****IN INSTANCES WHERE A METER HAS BEEN PULLED AND THE MEMBERSHIP LIQUIDATED, THERE WILL BE A RESERVICE FEE OF \$425.00. (THIS FEE INCLUDES THE \$100.00 MEMBERSHIP FEE, \$60.00 FOR A CUSTOMER CUT-OFF VALVE, AND \$265.00 FOR METER INSTALLATION.)**

CONDITIONS OF MEMBERSHIP

MEMBERS

Applicants seeking Membership must be the legal owners of the property where the service tap will be located.

Applicants must have proof of ownership acceptable to the Corporation – either (1) Warranty Deed or (2) Tax Statement or (3) Deed of Trust or (4) Settlement Statement [with monies blacked out]

This is stated in the Corporation By-laws under Article II, Section 1

METER ASSIGNMENT

All fees to establish service are non-refundable and are assigned to a specific parcel of land, which the tap/lot service is being applied for as stated in this Service Agreement.

Members continue to be responsible for all charges for that meter as long as they own the property; this includes the monthly minimum whether the Member lives there or not or whether they use any water or not.

RENTAL PROPERTY

Chapter 67 of the Texas Water Code addresses the law of WSC memberships. That chapter states that a WSC may make property ownership a condition for service. KWSC does have this requirement, therefore the owner will be held ultimately responsible for any water bills assigned to or generated by the meter on their property. *(If the WSC does not tie membership and financial responsibility to the owner, the WSC could have more bad debt to write off since renters are more likely to move at night and on weekends and fail to inform the WSC that they are doing so.)*

SINGLE FAMILY RESIDENCE WITH MULTIPLE FAMILY DWELLINGS ON SAME PROPERTY

It is the Member's responsibility to notify the WSC if an additional dwelling (i.e. living quarters, bath and kitchen) is built on the same property as assigned to the meter account. An additional dwelling will require an additional Capital Fee and an additional service unit equivalent (S.U.E.) will be charged. The additional building must have a separate meter assigned to that building and to the member's account in order to meet system capacity requirements.

I have read and agree to the Conditions of Membership as stated above.

X

New Member Signature

Date

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General Rules and Regulations of KWSC

Please read this Member Service Agreement completely and sign below.

- 1) All water meters are read on or about the 15th of each month.
- 2) Billing cards are mailed out on or about the 25th of each month. If the 25th falls on a Saturday or Sunday, then the bills go out on Monday. **We are not responsible for lost billing cards or cards that do not get to you after they leave this office.**
- 3) Payments must be received in our office on or before the 10th of each month in order to avoid a \$10.00 Late Charge. If you do not receive your water bill by the 1st of the month, Please call our office to find out the amount due. **We are not responsible for checks that are mailed but do not arrive IN OUR OFFICE by the 10th.**
- 4) If you go 30 calendar days without paying the current amount due your service will be disconnected. A reconnect fee of \$50.00 will be charged if your service is disconnected. All delinquent charges must be paid including the disconnect fee, in order for us to restore your water service.
- 5) **Customer Service Inspection (CSI):** Upon completion of construction, each transfer of membership, renovations and suspected cross-connections, the Corporation staff or its designated representative shall inspect all customer service facilities after the tap is made to insure compliance with State required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission of Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards.

I have read and agree to the rules and regulations of KWSC as stated above.

X

New Member Signature

Date

Agreement made this X _____ day of _____, 20____, between Kingsland Water Supply Corporation, (A corporation under the laws of the State of Texas, hereinafter called the Corporation) and,

X

_____ (hereinafter called the Applicant and/or Member).

The Corporation shall sell and deliver water to the Applicant; the Applicant shall purchase and receive water service from the Corporation in accordance with their Bylaws and Tariff 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 Member or continues Membership as a Transferee and thereby may hereinafter be called a Member.

The member shall pay the Corporation for service as determined by the Corporation's Tariff and upon the terms and conditions set forth therein.

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INSTALLATION FEES (FOR NEW INSTALLS ONLY):

1. STANDARD INSTALLATION:

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$690) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Two Thousand dollars (\$2000) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include Fifteen dollars (\$15) per foot plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

2. LOOKOUT MOUNTAIN INSTALLATION:

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$690) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Ten Thousand dollars (\$10,000) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include Fifteen dollars (\$15) per foot plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

3. ROCK BLUFF INSTALLATION:

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$690) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Three Thousand Six Hundred dollars (\$3600) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include Fifteen dollars (\$15) per foot plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

The Corporation shall have the right to determine the location for 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, routinely in the utility easement area in front of the property to be serviced. The Corporation 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. 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 and maintain 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, back-flow prevention devices, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for inspecting for possible cross-connections and other undesirable plumbing practices. The inspection shall be conducted during Corporation's normal business hours.

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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.

Any additional expense, beyond the normal installation as described above, will be charged to the Member. Examples of some, above the normal installation costs might be:

- 1) Road Cut/Road Bore – Where ditching, backhoe work, or cutting into the road is necessary to cross a road in the Member’s subdivision in order to install the water meter, or a bore under the road up to two inches (2”). The cost for this Road Cut/Road Bore is Six Hundred Fifty dollars (**\$650**), plus all applicable County permit fees. **Any Road Bore to a State Road will be at actual cost.**
- 2) Encountering Rock – If rock becomes an issue in laying the water line, additional monies will be collected to cover actual costs of getting a trench cut through the rock. If the estimated cost was on the low side and did not cover the actual cost, the Member will be responsible to pay the additional amount before service is provided. If the estimated cost resulted in an overcharge, the amount will be refunded to the Member.

The Corporation will put a cut-off valve inside the box on the customer side. The Member must separate any existing water source supply with a minimum of a six-inch air gap from the water supply system of the Corporation. The Corporation’s responsibility ends at the discharge side of the meter.

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.

All water shall be metered by meters furnished and installed by the Corporation. The meter and connection is for the sole use of the Member or customer and is to serve water to only one “single family/business dwelling” as defined under the Tariff and required by this Service Agreement. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and or property, etc., is prohibited.

In the event that the water supply should become insufficient to meet all of the needs of the members, or 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 Member hereby shall comply with the terms of said Program.

The Member shall install, at his own expense, a service line from the 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 .2% lead is prohibited for any plumbing installation or repair of any facility providing water for human consumption that is 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 water line breaks, by utility or like contractors, tampering by a Member of the Corporation, normal failures of the system, or other events beyond the Corporation’s control.

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- 1) Road Cut/Road Bore – Where ditching, backhoe work, or cutting into the road is necessary to cross a road in the Member’s subdivision in order to install the water meter, or a bore under the road up to two inches (2”). The cost for this Road Cut/Road Bore is Six Hundred Fifty dollars (\$650.00), plus all applicable County permit fees. **Any Road Bore to a State Road will be at actual cost.**
- 2) Encountering Rock – If rock becomes an issue in laying the water line, additional monies will be collected to cover actual costs of getting a trench cut through the rock. If the estimated cost was on the low side and did not cover the actual cost, the Member will be responsible to pay the additional amount before service is provided. If the estimated cost resulted in an overcharge, the amount will be refunded to the Member.

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All water shall be metered by meters furnished and installed by the Corporation. The meter and connection is for the sole use of the Member or customer and is to serve water to only one “single family/business dwelling” as defined under the Tariff and required by this Service Agreement. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and or property, etc., is prohibited.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system.

By execution of this Service Application and Agreement, the Member shall guarantee payment of all other rates, fees and charges due on any account for which said Member 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, the Member agrees that non-compliance with the terms of this Agreement, by said Member, 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 Member shall result in discontinuance of service pursuant to the terms and conditions of the Corporation’s Tariff.

X _____
New Member Signature Date

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CONFIDENTIALITY CLAUSE

You can now request that personal information contained in our utility records not be released to unauthorized persons. Simply sign the form at the bottom of this page. Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION, UNDER LAW, TO CERTAIN PERSONS.

We must still provide this information to; 1) an official or employee of the State or a political subdivision of the State, within the employee's duties; 2) a consumer reporting agency; 3) a contractor or subcontractor approved by and providing services to the utility, to the State, a political subdivision of the State, the Federal government, or an agency of the State or Federal government; 4) a person for whom the customer has contractually waived confidentiality for personal information; or 5) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with any meeting of the Corporation's Members.

Yes, I want you to make my personal information (address & telephone number) confidential.

X

New Member Signature

Date

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Dear Member:

The Authorization Agreement below is being provided for you should you decide to take advantage of the convenience of the ACH system. In addition to the information request on the Authorization Agreement, please provide the phone number of your bank in the event that further verification is required. The Authorization Agreement may be returned to the Kingsland Water Supply Corporation at least fifteen (15) days prior to the first payment date in order to have the payment established and to begin using the ACH system.

A VOIDED CHECK OR CHECK COPY MUST BE ATTACHED

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

Company Name: Kingsland Water Supply Corporation

I (we) hereby authorize **Kingsland Water Supply Corporation**, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit same to such account.

BANK'S NAME: _____

BANK'S ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

ROUTING NUMBER: _____ **ACCOUNT #:** _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to respond.

NAME(S): _____ **WATER A/C #:** _____

TELEPHONE: _____ **EMAIL:** _____

DATE: _____ **SIGNED:** _____