

TRINITY RURAL WATER SUPPLY CORPORATION
PO BOX 709
TRINITY, TEXAS 75862
PHONE: 936.594.2192 FAX: 936.594.8491
Email: trinwat@windstream.net
Website: www.trwsc.com

Dear New Customer:

Trinity Rural Water Supply Corporation is a membership owned Corporation governed by a Board of Directors.

MEMBERSHIP FEE \$100.00

The \$100.00 is refundable if you no longer need our service. This membership is transferable with the sale of the property for a fee of \$10.00. We cannot have an inactive membership; a minimum bill must be paid each month.

INSTALLATION FEE \$400.00 FOR A NEW INSTALLATION

This includes 1) Meter Box 3) Tap on Main Line (Tapping Saddle & Corp Stop)
 2) Meter (5/8 x ¾") 4) ¾" Ball Valve and Meter Spuds

THE FOLLOWING FEE HAS TO BE PAID TO ACTIVATE SERVICE ON A ONE-TIME BASIS

PARITY FEE- Is used for new accounts to defray costs. Non Refundable: Fee- \$875.00

DROP IN FEES \$50.00 (IF THERE HAS BEEN SERVICE AT THIS LOCATION)

The installation and drop in fee is not refundable. This covers operation and maintenance costs. This does not mean you own the meter. Anything inside the meter box belongs to TRWSC. You must install outside the meter box a cut off valve for your usage.

INSPECTION FEE \$20.00

The inspection fee is \$20.00 for the first inspection and one follow up. Any inspection trip thereafter is \$20.00 each. This is non-refundable. Lead samples must be done on homes built from 1988 thru present.

ROAD CROSSING FEE- (for non-paved/non asphalt road only) \$125.00

If line extension or road bore is needed, it will be at the Applicant's expense and responsibility.

FILING FEE \$30.00

This is set by the Courthouse, it is subject to change.

RATES

Residential minimum rate	\$73.00
Commercial minimum rate	\$79.00
0-3,000 gallons per thousand	\$3.00
3001-5000 gallons per thousand	\$7.60
5001 gallons per thousand and up	\$9.00

Regulatory Assessment Fee (state Mandated) ½ of 1% of water sold.

Optional Voluntary Fire Department Contribution Fee of \$1.00. This fee is to benefit emergency services and is not required to be paid.

We bill on or about the 24th of each month. The bills are due by the 10th of the following month. If the bill is not paid by the 10th, there is a 10% late charge added to the account. If we have to come out to collect the bill, there is a \$35.00 collection fee. If your meter is turned off for non-payment, there is a \$53.50 reconnection fee from 7 am to 4 pm; after 4pm, weekends and holidays there is a \$78.50 reconnection charge.

Thank You,
The Board of Directors
Trinity Rural Water Supply Corporation

Carrier _____ Control _____
Route _____ Membership _____
Sequence _____ Meter No. _____
Pump _____ Reading _____
Account _____

CORPORATION USE ONLY
Date Approved _____
Service Classification _____
Cost _____
Work order # _____
Account # _____
Service Inspection date _____

TRINITY RURAL WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER – Home (_____) _____ Work (_____) _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____ STATE _____

SOCIAL SECURITY NUMBER(S) OF APPLICANT(S) _____

E-MAIL ADDRESS _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____

HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____

LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

- White, Not of Black, Not of American Indian or Hispanic Asian or Other Male
Hispanic Origin Hispanic Origin Alaskan Native Pacific Islander (Specify) Female

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SERVICE APPLICATION AND AGREEMENT

AGREEMENT made this _____ day of _____, between **Trinity Rural Water Supply Corporation**, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant(s) and the Applicant(s) 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(s) qualifies 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(s).

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.

If this agreement is completed for the purpose of assigning utility service as part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) A new water system or
 - 2) Expanding the facilities of an existing water system

The Applicant(s) hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant(s), upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant(s) further agrees to pay, upon becoming a Member the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as part of this project, the Applicant(s) shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant(s) may re-apply for service at a later date under the terms and conditions of the Corporation's policies. Or the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter 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.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contaminations hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the Federal Safe Drinking Water Act or Chapter 341 of the Texas Health and Safety Code and the Corporation's tariff and service policies.

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.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant(s) hereby shall comply with the terms of said program.

By execution hereof, the Applicant(s) 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 otherwise events beyond the Corporation's control.

The Applicant(s) shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant(s) as well as the Corporation's purposes in providing system wide service for existing or future members.

By execution hereof, The Applicant(s) shall guarantee payment of all other rates, fees and charges due to any account for which said Applicant(s) owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant(s) agrees that non-compliance with the terms of this agreement by said Applicant(s) 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(s) 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.

Witness

Applicant Member

Co-Applicant

Approved and Accepted

Date Approved

RIGHT-OF-WAY EASEMENT

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KNOWN ALL MEN BY THESE PRESENTS, that _____ and/or _____, (hereinafter) called "Grantors", in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Trinity Rural Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledges, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

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, (1) the reasonable right on ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove and all paving, undergrowth and other obstruction that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-on-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocated the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. 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 Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assign 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.

The easement conveyed herein was obtained through Federal financial assistance. The easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

Applicant _____
CO-Applicant _____

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRINITY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the following instrument, and acknowledges to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

(seal)

TRINITY COUNTY, TEXAS
(Notary Public in and for)