

**BOLD SPRINGS WATER SUPPLY CORPORATION
P.O. BOX 427
WEST, TEXAS 76691
Phone: (254) 826-3947**

NEW METER SETS

ALL OF THE FOLLOWING MUST BE SUBMITTED BEFORE THE METER WILL BE SET!!! INCOMPLETE OR PARTIAL PAPERWORK WILL NOT BE ACCEPTED!!!

1. SERVICE APPLICATION AND AGREEMENT – COMPLETED AND SIGNED BY ALL OWNERS OF THE PROPERTY ON WARRANTY DEED.
2. SIGNED COPY OF WARRANTY DEED
3. NOTARIZED RIGHT-OF-WAY EASEMENT – **MUST BE SIGNED BY ALL OWNERS OF PROPERTY LISTED ON WARRANTY DEED.**
4. DUAL CHECK FORM SIGNED BY HOME OWNER
5. ALL APPLICABLE FEES FOR NEW SERVICE PAID IN FULL
6. COPY OF YOUR **NOTICE OF APPROVAL** FOR YOUR SEWAGE SYSTEM THAT IS PROVIDED BY THE WACO MCLENNAN COUNTY PUBLIC HEALTH DEPARTMENT

THE FOLLOWING MUST BE SUBMITTED TO CONTINUE SERVICE

SERVICE INSPECTION CERTIFICATION MUST BE COMPLETED BY A CERTIFIED CUSTOMER SERVICE INSPECTOR WHEN THE HOUSE IS COMPLETED AND SUBMITTED TO THE BOLD SPRINGS WSC OFFICE OR SERVICE WILL BE DISCONNECTED.

Bold Springs WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY

Date Approved: _____
 Service Classification: _____
 Cost: _____
 Work Order Number: _____
 Eng. Update: _____
 Account Number: _____
 Service Inspection Date: _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (____) _____ - _____ His Cell (____) _____ - _____
 Work (____) _____ - _____ Her Cell (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

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

AGREEMENT made this _____ day of _____, _____, between

Bold Springs 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), (Applicant Name)

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 will be provided upon request for your information **(and is available on our Website at boldspringswsc.com)** and file, for which Member acknowledges notice of availability 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.

If this agreement is completed for the purpose of assigning utility service as a 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.

Applicant/Member Initials _____

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, 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 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 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 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 contamination 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 & Safety Code or and the Corporation's Tariff and Service Policies.**

Service Agreement

- I. **PURPOSE:** The **Bold Springs 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 **Bold Springs Water Supply Corporation** will begin service. In addition, when service to an existing connection 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 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.

Applicant/Member Initials _____

- 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 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 sewage tanks and / or sewage lines or sprinkler systems may be installed within the easement for the system water lines or meter.**
- E. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.
- F. 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 consumption.

III. **SERVICE AGREEMENT:** The following are the terms of service agreement between the **Bold Springs Water Supply Corporation** and _____.

(Applicant Name)

- A. The water system will maintain a copy of this agreement as long as the Member and/or the premises is connected to the Water System.
- B. The Member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is a reason to believe that cross-connections 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 Member in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic re-inspection.
- D. The Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazard on his premises.
- E. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- F. **The Member shall provide a copy of their Notice of approval for their sewage system as provided by Waco McLennan County Public Health Department that indicates the Members sewage system has been permitted, inspected, and approved for operation.**

- IV. **ENFORCEMENT:** If the Member fails to comply with the terms of the Service Agreement, the Water System shall, at its option, 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 Customer.

Applicant/Member Initials _____

V. **PLUMBING CODES:** The Water System recognizes the Uniform Plumbing Code and all fixtures shall be installed according to this code.

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/Member hereby shall comply with the terms of said program.

By execution hereof, the Applicant/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, normal failures of the system, or other events beyond the Corporation's control.

The Applicant/Member 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/Member as well as the Corporation's purposes in providing system wide service for existing or future members.

By execution hereof, the Applicant/Member shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant 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/Member agrees that non-compliance with the terms of this agreement by said Applicant/Member shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Applicant/Member Initials _____

Any misrepresentation of the facts by the Applicant/Member on any of the Six pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

I/We the undersigned acknowledge the receipt of this Application/Service Agreement and have read and understand all the requirements stated within this Service Agreement and agree to follow all said requirements.

Witness

Applicant Member

Witness

Co-Applicant

Approved and Accepted

Date Approved

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

IS THERE A CHARGE FOR THIS SERVICE?

There is no charge for this service.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:
Bold Springs Water Supply Corporation
P. O. Box 427
West, Texas 76691

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, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

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

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

WARNING !

WARNING !

WARNING !

THE BOLD SPRINGS WSC POLICY IS TO INSTALL A DUAL CHECK VALVE ON ALL NEW METER INSTALLATIONS. BY INSTALLING A DOUBLE CHECK VALVE ON YOUR METER, YOUR HOME HAS LOST THE THERMAL EXPANSION CAPABILITIES THAT WAS PRESENT BEFORE. CHECK WITH YOUR PLUMBER TO MAKE SURE THAT YOUR WATER HEATER IS PROTECTED.

SIGNATURE OF MEMBER

DATE

THE PURPOSE OF INSTALLING A DUAL CHECK VALVE AT YOUR WATER METER IS TO HELP PREVENT ALL BACKFLOW ENTERING THE WATER SYSTEM. IF YOU HAVE A POP OFF VALVE PROPERLY INSTALLED AT YOUR HOT WATER HEATER, YOU SHOULD NOT HAVE ANY PROBLEM. THE PURPOSE OF SIGNING THIS FORM, IS VERIFICATION THAT YOU WERE NOTIFIED. IF YOU HAVE ANY QUESTIONS PLEASE GIVE OUR OFFICE A CALL OR A LICENSED PLUMBER CAN ANSWER YOUR QUESTIONS.

PLEASE SIGN AND RETURN WITH YOUR APPLICATION.

Bold Springs Water Supply Corporation
P.O. Box 427
West, Texas 76691
1-254-826-3947

Water Rates

| | |
|--------------------------|---------------------------|
| Minimum (0 gallons) | \$ 30.00 per month |
| 0 to 8,000 gallons | \$ 3.00 per 1,000 gallons |
| 8,000 to 12,000 gallons | \$ 4.00 per 1,000 gallons |
| 12,000 to 20,000 gallons | \$ 6.00 per 1,000 gallons |
| Over 20,000 gallons | \$ 7.00 per 1,000 gallons |

Minimum Rate for meters larger than 5/8 x 3/4 are listed in Section G: Rates and Fees of the Corporation Tariff.

Late Charge: A \$ 25.00 late charge when assessed to accounts not paid on or before the 15th day of the month.

Service Trip Fee: A \$ 30.00 charge is assessed when a service trip is made for disconnection and/or collecting payment.

Reconnect Fee: A \$ 30.00 charge is assessed for reconnecting service after being disconnected for any reason.

Return Check Fee: \$ 35.00

Membership Transfer Fee: \$ 25.00 Sale of property requires a Membership Certificate Transfer. To transfer service, the account must be paid in full, the transfer fee paid, and the Seller and Buyer must execute a transfer form to transfer the membership. It is the responsibility of the Seller and Buyer to contact the Corporation to transfer service to prevent an interruption in service. If Seller does not comply, the Corporation has the right to discontinue service to the property, disconnect and remove the meter.

Fees For New Service:

| | |
|---------------------------|---|
| Membership Fee | \$ 50.00 |
| Equity Buy-In Fee | \$ 4,012.00 (2018) <u>This fee is calculated each January (Total Assets/Total Meters)</u> |
| Standard Installation Fee | \$ 500.00 <u>**(Provided no road crossing or pipe extension required)</u> |
| Office Processing Fee | \$ 25.00 |

The following fees are charged in addition to the above fees for new service as determined by the individual applicant's request for service and outlined in Section G: Rates and Fees of the Corporation Tariff.

| | | |
|--------------------------------|---|---|
| Service Inspection Fee | \$ 30.00 | (\$4,617.00 Total cost of meter with no Bore required) |
| Road Bore and/or Road Crossing | **Deposit of \$ 1,000.00 is required (Actual Cost is charged) | |

Fees For Re-Service – To Install When Tap Already Exists:

| | |
|-----------------------|--------------------------------|
| Membership Fee | \$ 50.00 |
| Office Processing Fee | \$ 25.00 |
| Installation Fees | \$ Actual cost of Installation |

Billing Procedures:

The meters are read on or around the 20th day of each month. The bills are mailed on the First day of the month. The bills are due upon receipt and are considered past due if received after the 15th. Payment must be in the Office by this date or postmarked by the US Postal Service by this date. Payments received or postmarked after the 15th day of the month will be assessed a \$25.00 late charge.

If payment is not received by the 18th day of the month a Disconnect Notice will be sent. IF PAYMENT IS NOT RECEIVED BY THE DUE DATE ON THE NOTICE, SERVICE WILL BE DISCONNECTED, US POSTAL POSTMARK DOES NOT APPLY TO RECEIPT OF PAYMENT FOR DISCONNECTS. If service is disconnected a \$30.00 Service Trip Fee will be assessed. TO RECONNECT WATER SERVICE the account balance must be paid in full, including the Service Trip Fee and the Reconnect Fee of \$30.00.

Notification Fee: A fee of \$25.00 is charged to the account of the Member for any notification that must be sent for any reason to notify of payment or service problem.

To Report A Leak Call: Patricia Holy (Office) 254/ 826-3947 or (Cell) 254/ 709-6549
John Rochelle (Home) 254/ 829-2685 or (Cell) 254/300-2532
Buster Russel (Cell) 254/ 479-0750

Bold Springs Water Supply Corporation
P O Box 427
West, Texas 76691
1-254-826-3947

Basic Install New Meter Fees

| | |
|--|------------|
| Membership fee | \$ 50.00 |
| Equity Buy-In Fee (2018) | \$4,012.00 |
| Standard Installation Fee <small>(no road crossing or pipe extension required)</small> | \$ 500.00 |
| Office Processing Fee | \$ 25.00 |
| Customer Service Inspection Fee | \$ 30.00 |
| Total | \$4,617.00 |

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RIGHT OF WAY EASEMENT
(Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **Bold Springs Water Supply Corporation**, (hereinafter called "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 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 _____, MCC# _____ 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 20' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, a temporary construction easement of 30' in width will be in effect during the construction of the project. The easement herein granted shall be limited to a strip of land 20' in width, the center line thereof to be located across said land as follows:

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 of 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 any and all paving, undergrowth and other obstructions 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-in-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 county or state hereafter widens or relocates any 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. Trench line will be maintained to insure a level condition with no settling of trench line and/or road crossings, and will maintain brush and undergrowth in easement 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 covenant not to construct or allow to be constructed any fixture, sewage system, tank, or trees within the easement or above the water line.**

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

STATE OF TEXAS
COUNTY OF _____

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 foregoing instrument, and acknowledged 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)

_____ County, Texas.
(Notary Public in and for)