

Combine Water Supply Corporation

P.O. Box 40, Crandall, Texas 75114
410 FM 1389 South, Combine, Texas 75159
Seagoville, Texas 75159
Phone (972)476-9032 * Fax (972)474-6767

METER OWNERSHIP

Combine Water Supply Corporation memberships and meters are, by law, personal property, just as an individual's furniture, clothing, etc. This means ownership of a membership/meter does not automatically transfer with the sale of property or a residence. When purchasing property or residence, a transfer of the membership/meter must be included as a separate transaction and a copy of that transaction must be furnished to Combine Water Supply Corporation's representative before we can transfer ownership and provide water service.

Yours truly,

Board of Directors - Albert Harlan – President
Bill Harrell – Vice President
Steve Killen– Secretary/Treasurer
Jean Landess – Director
Jeff West – Director

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****Please complete, sign, and return to our office. FHA requires that we have these signed pages in our files before your membership can be approved.**

- 1) I fully understand that in accord with the Rules and Regulations of this Corporation as the owner of a water meter and a member of Combine Water Supply Corporation, I accept full responsibility to pay for all water flowing through my meter.
- 2) I also understand the standard policy of this Corporation requires payment of a minimum bill each month in the amount set by the Board of Directors. Payment is due as long as the meter is owned by me even if there is no water usage. In cases where NO water is used for a two month period immediately following the purchase of a new meter, no minimum monthly payment will be required,
- 3) It is understood that any outside sprinkler system, or any water usage system that could result in back-flows, must have an approved device installed to prevent back-flow of water in accord with TNRCC rules. Any installation requiring a back-flow device must advise Combine Water Supply Corporation of this installation and pay a \$75.00 permit fee. Our contractor will perform a certification test on the back-flow prevention device after installation. If the installation is hazardous in accord with TNRCC rules, we must check the device yearly and you will be billed \$50.00 for certification.
- 4) As the meter owner on record, it is understood you are responsible for payment of all bills. As a convenience to you, we will bill a renter if you request us to, but it is your responsibility to pay the bill if the renter does not. It is also your responsibility to explain to your renters our rules and regulations.
- 5) Meters are to be set at property line or if board grants special approval at ROW line for a dedicated road with private line run to your property. Any fences installed by owner must provide access for the meter reader either by setting the fence behind or providing access to meter through fence near meter.
- 6) In cases where for the convenience of owner/builder a meter is placed by a dedicated road and a private line is run to your property, you are responsible for any leaks in private line. This contract will be filed at the country records office and become part of your title.
- 7) If the meter is for a new home the attached notice to Homeowners & Plumbers must be completed and turned in before occupying the new residence.
- 8) I understand that payments can be made online, by mail, or at the office. I understand any payment not received by the 15th of each month will have a \$10.00 penalty added to the balance due. I also understand that if my payment is not received prior to the disconnect date, a \$50.00 reconnect fee will be added to my account.
- 9) I understand that I can view the Consumer Confidence Report on Combine Water Supply Corporation's website each year.

NOTE: In the event of water shortage, outside watering will be restricted in accord with our By-Laws.

SIGNATURE

DATE

ACCOUNT #

Received in office:_____

NO NEW SERVICE APPLICATION ACCEPTED AFTER 4:00 PM

RUS-TX Bulletin 1780-9
TX PN No. 5 (Rev. 1/09)

OWNER _____
RENTER _____

CORPORATION USE ONLY

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

**COMBINE 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(____)____ - _____ Cell(____)____ - _____ Work(____)____ - _____

E-MAIL ADDRESS: _____

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.

Does the property have a sprinkler system: Yes – No Do you plan on installing a sprinkler system: Yes - No
****You must notify the Corporation upon installation of any sprinkler system per State Regulations. The system must be inspected by a licensed professional, an official form turned in to the Corporation for compliance with the State Regulations regarding backflow prevention devices. Failure to do so could result in interruption of your service.**

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.

Ethnicity: ___ Hispanic or Latino
 ___ Not of Hispanic or Latino

Race:
 ___ White ___ Black or African American ___ Asian
 ___ American Indian/Alaska Native
 ___ Native Hawaiian or Other Pacific Islander

Gender: Male Female

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, _____, between Combine 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 and/or wastewater 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. If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater 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. Section I

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 and/or wastewater 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 submeter 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.

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 airgap 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 airgap 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, 1988, 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 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.

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

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

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

Corporation Dates & Fee's

Office Hours: 8:00 am to 4:00 pm – Closed from 12:00 pm – 2:00 pm

Meter Reading dates between: 15th – 20th

Due Date: Cycle 1~ 15th

Late Fee after the 15th: \$10.00, if the due date falls on a weekend due date is the next business day

Disconnect Date: 25th of the month

Disconnect During office hours: \$50.00 (request & payment for reconnect must be made by 3:30 pm to be reconnected that day)

Reconnect After office hours: **WE DO NOT RECONNECT WATER AFTER BUSINESS HOURS**

The monthly minimum charge is \$17.50, plus .05% regulatory fee, no water included. This amount must be paid every month regardless if any water is used. The rates after the minimum usage are as follows:

1. 0 -10,000 Gallons = \$ 4.50 per 1,000 Gallons

2. 10,001 ~ 20,000 Gallons = \$ 5.50 per 1,000 Gallons

3. 20,001 and up = \$ 9.50 per 1,000 Gallons

Privacy Non-Disclosure

I hereby request that the Corporation keep the personal information in my account record confidential, including my address, telephone number and social security number, to the extent permitted by federal and state law.

_____ **Yes**, I want you to make my personal information (address, telephone number, and social security number) confidential. **You will be required to provide the last four digits of your SSN# or a pin of your choice for verification purposes**

_____ **No**, I decline the confidentiality option.

Security Verification # (last four digits of SSN# or Pin #): _____

Signature: _____

CUSTOMER SERVICE INSPECTION:

TCEQ & CWSC Requires that a CSI be performed on the property once a home is built. You will have one week after applying for water service & the home is built to contact the Corporation to set up a date & time for the CSI Inspector to perform the inspection at your property. You are required to contact CWSC or your service will be interrupted!

Acknowledgement of Documents

I acknowledge receipt of the Combine Water Supply Corporation New Service Application and Agreement on _____ as legible. I understand that if the application is not legible, it is my responsibility to obtain a legible copy from the Corporation. I agree to return the forms in legible, original format without alterations.

Signature

Date Signed

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (General Type Easement)

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 _____ (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 and/or sewer collection lines and appurtenances, 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 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, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution 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 relocates the public road so as to require the relocation of this water and/or sewer 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 and/or sewer 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 Grantor's 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 lands and that said lands are free and clear of all encumbrances and liens except the following:

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.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of 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____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by

(SEAL)

Notary Public, State

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NOTICE TO HOMEOWNERS AND PLUMBERS

Combine Water Supply Corporation, (hereafter called Utility) hereby notifies all plumbers and homeowners that all water unities in the state of Texas must comply with the rules and regulations of TCEQ concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility has adopted **Southern Standard Plumbing Code** as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to their best of the knowledge, the following conditions on the date executed below.

- 1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulatory. Additionally all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
- 2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention device tester.
- 3) No connection exists which would allow the return of water used for condensing, cooling or industrial process back to the public water supply.
- 4) No pipe or pipe fitting which contains more than 0.25% lead exists in private plumbing facilities installed on or after July 1, 1988.
- 5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner and plumber, shall be present to demonstrate compliance.

Signature of Homeowner/Date

Signature of Plumber/Date

Homeowner's Address

Plumber's Name & License Number

(Note to Utility: Attach this form to all plumbing inspections forms for record)

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SPRINKLER SYSTEMS

Please read the following and acknowledge you are aware of our policy:

If you plan to install a sprinkler system for your yard, and the system is going to be connected to Combine Water Supply distribution lines, Federal and State Law requires that a check valve certified by an in place test by our representative be placed on your system. You will need to obtain from our office a permit for a cost of \$75.00 prior to installation of the system. Failure to obtain a permit must result in suspension of water service from Combine Water Supply Corporation.

Signature

Date

Address

Received in office: _____

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VOLUNTEER FIRE DEPARTMENT CONTRIBUTION OPTION

I agree to contribute \$3.00 per month for Combine Water Supply Corporation to forward to the Combine Volunteer Fire Department along with my regular bill for this meter.

I do NOT want to contribute to this program with my bill for this meter.

NAME

ACCOUNT #

ADDRESS

PHONE #

Office Use:

Date Received

Entered by