

Woodbine Water Supply Corporation

PO Box 1257

Gainesville, TX 76240

940.668.8337 / 940.665.0927 (fax)

service@woodbinewater.com

Membership Packet

Date: _____

Name: _____

Co-Applicant's Name: _____

Service Address: _____

Billing Address: _____ City, St, Zip _____

Phone #'s: _____

Emergency Contact and Phone #: _____

Email Address: _____

Account # _____

Previous Owner: _____

The following documents and fees are necessary for your Membership Application to be complete:

- Right-of-Way Easement*
- Proof of Ownership** (This is a FILED copy of the General Warranty Deed. It is usually sent to you approximately thirty (30) days after you signed all the paperwork on the day you purchased your property. It will be mailed to you from the county in which you purchased your land. One will also be sent to the title company. The title company can usually fax us a copy.)
- Copy of Driver's License*
- Application for Membership and Service*
- Customer Service Inspection Agreement*
- TCEQ/CSI Questionnaire*
- New Membership Payment* (for new memberships)
- Equipment Agreement*
- Two Residence Policy Agreement*
- Transfer Agreement & \$75.00 Transfer Fee* (This is only for applicants who are purchasing an existing home or land that already has WWSC water. The membership needs to be transferred to the new owner from the previous owner with a signed and notarized transfer agreement.)

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Rate Schedule

Minimum Fee 5/8" meter	\$23.21 + water used
Minimum Fee 1" meter	\$52.50 + water used
Minimum Fee 1 1/2" meter	\$105.00 + water used
Minimum Fee 2" meter	\$157.50 + water used

There is also a regulatory fee and a Groundwater Conservation District fee applied to each bill.

The water rates may be changed by a majority vote of the Board of Directors.

Water Usage Rates

1 – 10,000	\$3.65 per thousand gallons
10,001 – 20,000	\$3.85 per thousand gallons
20,001 – 50,000	\$4.05 per thousand gallons
Greater than 50,000	\$4.15 per thousand gallons

The rates for commercial customers are the same as residential customers. WWSC reserves the right to limit commercial customers to 6,000 gallons per month during emergency water rationing, if needed.

New Membership – Non-Equity Buy-In (breakdown of cost)

Membership Fee	\$100.00
Capital Contribution Fee	\$1,900.00
Construction for Standard Meter	\$675.00
Customer Service Inspection	<u>\$75.00</u>
Total New Membership	\$2,750.00

Fee Schedule

Copies	\$0.25
Faxes	\$2.00
Disconnection Fee	\$50.00
Late Fee (payments made after the due date)	\$20.00
Notary Fees	\$6.00 minimum
Research Fees \$25.00 per hour	\$15.00 minimum
Returned Check or Draft Fee	\$35.00
Transfer Fee (non-refundable)	\$75.00

The new membership breakdown cost from above does not include any road crossings or bores. Certain areas where new service has been recently provided are under the Equity Buy-In Plan. Initial fees for new membership in such areas will be different than the standard fees listed above. The General Manager will discuss with any potential members if any of these costs apply to them. Purchasing a membership does not entitle the member to ownership of the meters. All meters are the property of WWSC.

Transferred Memberships

Transferred memberships will have \$75.00 non-refundable transfer fee, which will be paid by the new owner. The previous owner will be responsible for the final bill. The previous owner will need to contact our office and set up a date for the final reading and to sign a transfer agreement over to the new owner.

Bills & Payments

We accept cash, check, money orders, and credit or debit cards. You can mail your bill, bring it in to the office, drop it off in the drop box, phone in to do a credit or debit card, sign up for automatic draft, or go online to our web-site at www.woodbinewater.com to pay online. A \$20.00 late fee will be added to the amount due after the due date if not paid (if the due date falls on a weekend, they are due the following Monday). We do not accept checks as payment for delinquent accounts on shut off date. If payment is not received in our office by 10:00 a.m. on shut off date, water will be turned off for non-payment and a \$50.00 reconnect fee will be added to the bill. **ENTIRE AMOUNT DUE** will need to be paid before water will be turned back on. **Payments must be in the office by 4:00p.m. in order to get the water turned back on that day.** Any payments made after that time, the meter will be turned on the following business day during business hours.

Right -of -Way Easement

KNOW ALL MEN BY THESE PRESENTS: That _____ (hereinafter individually or collectively called "Grantor"), for and in consideration of One Dollar and no/100 (\$1.00) and other good and valuable consideration paid to Grantor by Woodbine Water Supply Corporation (hereinafter called "Grantee"). The receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a conditional perpetual easement and right-of-way to erect, construct, install, and lay potable water distribution lines and appurtenances, under, over and across _____ acres of land, more particularly described in an instrument recorded in Vol. _____, Page _____, of the Deed of Records of _____ County, Texas, together with the right of ingress and egress (after reasonable notice and entry provided by Grantor) over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty feet (20') in width, the center line thereof being the pipeline as installed and Grantee is hereby authorized to designate the course of the easement conveyed, Grantee shall not permanently damage or otherwise impair the condition of Grantor's land for customary agricultural or ranching purposes and shall restore the easement land to preconstruction/excavation grade and condition within 30 days of start of Grantor's excavation or repairs. Any existing fence, gate, driveway or road on Grantor's property shall be immediately repaired and returned to service in like or better condition following Grantor's construction or repair activities. Grantee understands that Grantor has or may have at any time livestock upon the property and Grantor shall keep all gates secured and fences intact during any of its activities on Grantor's property.

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: (I) after reasonable notice to and entry allowed by Grantor, the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (II) the reasonable right to remove obstructions that may injure Grantee's pipelines, appurtenances and facilities, or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (III) the right to abandon-in-place any and all pipelines, appurtenances and facilities which are at least 30 inches below ground or otherwise do not adversely affect the use of Grantor's land for customary agricultural or ranching purposes. Grantee has examined Grantor's property and determined that there are no structures, fences, gates or other improvements which require removal or modification for Grantee to enjoy the granted benefits of this easement.

Grantor, Grantor's successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure, or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's consent, which will not be reasonably refused.

The consideration recited herein shall constitute payment in full for all temporary construction or repair related to damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities referred to herein, provided however, the Grantee will remediate all construction or repair disturbances or damages to Grantor's property and 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 continue as long as Grantee uses the easement property to transport potable water to Grantor or downstream water customers of Grantee and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees, with the written consent of Grantor, provided the assignee will continue to use the easement only for distribution of potable water.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns. Grantor does hereby bind itself and Grantor's successors and assign, to WARRANT AND FOREVER DEFEND, all and singular, the easements and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming or to claim, the same any part thereof, provided that Grantee pays all related legal and other expenses incidental to such defense.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding to recognized or in any way modify this instrument of Conveyance. This easement agreement shall be effective when signed by both Grantee and Grantor, or their authorized representatives.

In witness whereof the said Grantors have executed this instrument this _____ day of _____, _____.

GRANTOR: _____
Signature of Acknowledgement

STATE OF TEXAS §
COUNTY OF COOKE §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Seal: _____
Notary Public in and for the State of Texas
My Commission Expires: _____

GRANTEE:
Woodbine Water Supply Corporation
Date of Grantor's Acceptance/ Agreement _____
By its authorized Agent or Representative _____
Agent/ Representative's Title or Capacity _____

Woodbine Water Supply Corporation
PO Box 1257/17 CR 209
Gainesville, TX 76241
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Membership & Service Application

Agreement made this _____ day of _____, _____ between Woodbine Water Supply Corporation; a corporation organized under the laws of the State of Texas (hereinafter-called WWSC) and _____ (hereinafter called the applicant and/or member).

The following are the Membership and Service Agreement terms:

- A. WWSC will maintain a copy of this agreement as long as the customer and/or the premises are connected to the water system.
- B. The customer shall pay the membership fees and supply WWSC with a filed copy of the General Warranty Deed, a Right-of-Way Easement, and a signed Membership and Service Agreement. A meter will not be set until all fees have been paid and all paperwork, with the exception of the filed General Warranty Deed, are received by WWSC. Applicants will have 30 days to get the filed copy of the Warranty Deed to WWSC after filling out the paperwork and fee payment.
- C. The customer shall allow his property to be inspected for possible cross-connection or undesirable plumbing practices. The inspections shall be conducted by WWSC or its designated agent prior to initiating service and periodically thereafter. The inspection shall be conducted during WWSC's regular business hours.
- D. WWSC shall notify the customer in writing of any cross-connections or undesirable plumbing practice, which has been identified during the initial inspection or periodic re-inspection.
- E. The customer shall immediately correct any undesirable plumbing practices on his premises.
- F. The customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the system. Copies of all testing and maintenance records shall be provided to WWSC.
- G. If the customer fails to comply with the terms of this service agreement, WWSC, at its option, shall terminate service, or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the customer.

WWSC is responsible for protecting the drinking water supply from contamination or pollution, which would result from improper plumbing practices. The purpose of this service agreement is to notify the customer of plumbing 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 WWSC will begin service. In addition, when service to an existing connection has been suspended or terminated, WWSC will not re-establish service unless it has a signed copy of this agreement.

The following undesirable plumbing practices are prohibited by state regulations. WWSC hereby notifies all plumbers and homeowners that all water utilities in the State of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) concerning construction and renovation of additions and modifications to private plumbing facilities. WWSC has adopted the Southern Standard Plumbing Code as the prevailing guide for facility construction and modification standards, particularly regarding the prohibition of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and the plumber certifies that all plumbing meets to the best of their knowledge, the following conditions on the date executed below:

A. Lead Pipe and Solder:

- No pipe or fitting, which contains more than 8.0% lead, may be used for the installation or repair of plumbing at any connection which provides water for human use.
- No solder or flux, which contains more than 0.2% lead, can be used for the installation or repair of plumbing at any connection which provides water for human use.

B. Cross Connections:

- No direct line between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- 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 installation of an air gap or a reduced pressure-zone backflow prevention device.
- No connection that allows water to be returned to the public drinking water supply is permitted.

WWSC shall sell and deliver water service to the applicant and the applicant shall purchase, receive, and/or reserve water service from WWSC in accordance with the Bylaws and Tariff of WWSC as amended from time to time by the Board of Directors of WWSC. 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 WWSC for service hereunder as determined by WWSC's tariff and upon the terms and conditions set forth therein, a copy of which is available for viewing at the WWSC office during regular business hours, for which member acknowledge receipt hereof by execution of this agreement.

The Board of Directors shall have the authority to cancel the membership of any membership not complying with any policy or not paying any fees or charges as required by WWSC's published rates, fees, and conditions of service.

All water shall be metered by meters to be furnished, installed, and owned by WWSC. The meter connection is for the sole use of the member or customer and is to serve water and provide service to only one (1) dwelling and/or one (1) business. Extension of pipes to transfer water utility service from one property to another, to share, resell, or sub-meter to any other persons, dwellings, business and/or property, etc. is strictly prohibited.

WWSC 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 chosen by WWSC. WWSC shall have access to its property and equipment located upon member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, WWSC shall have the right to remove any of its equipment from the member's property.

WWSC's authorized employees shall have access to the member's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspection for possible violations of WWSC's policies of Texas Department of Health rules and regulations. To insure compliance with state required minimum acceptable operating practice for public drinking water systems, as promulgated by TCEQ or successor agency, applicable plumbing codes and utility constructions standards. WWSC strictly prohibits the connection of service pipelines from its water service meter to any private well or unknown water supply.

NOTICE:

In compliance to House Bill 290-46, it is necessary for all water supply corporations to have on file for each new structure, addition or remodeling to existing structures, a form of certification, that all plumbing complies to the above code. This form must be signed by a certified licensed plumber stating and verifying that all plumbing in the structure is in compliance. WWSC strictly prohibits the connection of service pipelines from its water service meter to any private well or unknown water supply.

In the event the total water supply is insufficient to meet the needs of the members, or in the event there is a shortage, WWSC may initiate the Emergency Rationing Program as specified in WWSC’s tariff. By execution by the applicant of this agreement, applicant hereby shall comply with the terms of said program.

The member shall install at his expense any necessary service lines from WWSC’s facilities and equipment to the point of use including any customer isolation valves, clean-outs, and other equipment as may be specified by WWSC. The use of pipes and pipefittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installations or repairs of residential on non-residential facility providing water for human consumption and connected to WWSC.

By execution hereof, the member shall hold WWSC harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, beyond WWSC’s control.

The member shall grant WWSC an easement of right of way on property for the purpose of installing water lines on the property. WWSC, or its successors, at its expense, shall define said easement, and record in the county records. WWSC can maintain and operate such pipelines, meters, valves, and any other such equipment that may be deemed necessary by WWSC to extend or improve service for existing or future members.

By execution of Membership and Service Application, applicant shall guarantee payment of all rates, fees, and charges due on any account for which said applicant owns a membership. **Member agrees to pay any and all balances incurred, including residences that are rented to another person.** Member understands that the **MEMBER** is responsible for all charges due on any account for which said applicant owns a membership.

By execution of Membership and Service Application, 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 WWSC.

Any misrepresentation of facts by the applicant on any of the pages of this form shall result in discontinuance of service pursuant to the terms and conditions of WWSC’s tariff.

Date

Applicant Signature

State of Texas §

County of Cooke §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is 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 _____, _____

Notary Seal:

Notary Public in and for the
State of Texas

My Commission Expires: _____

TCEQ/CSI QUESTIONNAIRE

Name: _____

Service Address: _____

Phone Number: _____

Account Number: _____

1. Number of people in household: _____

2. Will this house be used as a rental? _____

3. Is this a contractor built or manufactured home? _____

4. Is this house a new construction? _____

5. Do you have livestock? _____

6. Do you or will you have any automatic waters? _____

7. If yes, are they watered from public water? _____

8. Swimming Pool? _____ in ground _____ above ground _____ No Pool

9. Do you have a sprinkler system? _____

10. Do you have any special needs? _____

Comments: _____

Signature: _____ Date: _____

CUSTOMER SERVICE INSPECTION

1. **PURPOSE.** Woodbine Water Supply Corp is responsible for protecting the drinking water supply from contamination or pollutions 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 WWSC 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.

2. **RESTRICTIONS.** The following unacceptable 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 device.
- B. No cross connection between the public drinking supply and 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 device.
- C. No connection which allows water to return to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3. **SERVICE AGREEMENT.** The following are the terms of the service agreement between WWSC and the customer.

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

4. **ENFORCEMENT.** If the customer fails to comply with the terms of the service agreement WWSC shall, at its option, 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 customer.

Customer's Signature: _____ Date: _____

- All new custom built construction, or anytime there has been major construction to an existing home, must have a Customer Service Inspection (CSI) performed by Woodbine Water Supply Corporation (WWSC). It is up to the customer to contact WWSC when the construction is finished so that it can be inspected.
- If WWSC is not contacted after the construction is through, service can be disconnected until the CSI is performed.
- All customers should install a cutoff valve near the meter so they are able to turn the water on and off at THAT cut-off valve.
- The only people allowed to turn the water on and off at the meter are WWSC employees.
- Constantly turning the water on and off at the meter will cause leaks at the meter and may break the meter, putting you in the position of paying for a broken meter.

Two Residences are NOT allowed on one meter. This is State of Texas regulations as well as Woodbine Water Supply Corporation policy. Any membership that breaks this regulation will be notified and required to purchase a new membership for the second residence. If a second membership is not purchased then the current meter will be disconnected.

Date: _____

Signature of Acknowledgment: _____

State of Texas §

County of Cooke §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is 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 _____, _____.

Notary Seal:

Notary Public in and for the State of Texas

My Commission Expires: _____

EQUIPMENT AGREEMENT

I, _____, the undersigned, understand that all equipment installed inside my water meter box and the equipment itself is the property of WWSC. I can hold no claim to any equipment (i.e. meter). I also agree to help keep the area around said meter clear of vegetation and debris. I agree that if damages are incurred to any of the WWSC equipment installed on my property, I could be charged for replacement costs.

Signature of Acknowledgement

Date

STATE OF TEXAS §

COUNTY OF COOKE §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Seal:

Notary Public in and for the State of Texas

My Commission Expires _____