

**WIMBERLEY WATER SUPPLY CORPORATION
P.O. BOX 10
WIMBERLEY, TX 78676**

TRANSFER OF MEMBERSHIP

Account # _____

Membership# _____

Address: _____

I _____ request my Membership and Account referenced above in Wimberley Water Supply Corporation be transferred to:

_____ Transfer Fee: \$ _____
Name

Filing Fee: \$ _____

_____ Amount Due on
Address Account: \$ _____

_____ Phone # _____
City, State and Zip Code

I understand that I can only transfer my membership if one of the following exceptions is met:

1. By will to a person related to the Testator within the second degree by consanguinity; or
2. By transfer without compensation to a person related to the undersigned with in the second degree of consanguinity; or
3. By transfer without compensation or by sale to the Corporation; or
4. By transfer as part of the conveyance of real estate from which the membership arose.

The undersigned states and represents that this Transfer of Membership conforms and complies with one of the above rules relating to the Transfer of Membership in the Corporation.

SIGNATURE: _____, Transferor
SELLER

DATE: _____

“By the execution hereof, transferee accepts the transfer of the above membership and agrees to be bound by all the rules and regulations, including the rate structure, now in place or as my hereafter be adopted by the Corporation.”

SIGNATURE: _____, Transferee
BUYER

DATE: _____

AGREEMENT made this _____ day of _____, _____, between **WIMBERLEY 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 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.

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 one (1) dwelling or (1) business. Extensions 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 inspection for possible cross-connections, potential contamination hazards, and illegal lead materials.

The Corporation is responsible for protecting the drinking water supply from the 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

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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 an 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 .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 his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead material. 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 his 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.

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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 Member shall grant to the Corporation, now or in the future, any easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

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.

Applicant Member Signature

Date

May 1, 2008

TO ALL WIMBERLEY WATER SUPPLY CORPORATION CUSTOMERS:

This notice is to inform you that WWSC will no longer be responsible for installing pressure regulators at meters where pressure exceeds 100 psi.

As WWSC customers living in the Hill Country you may notice different pressure readings at different locations throughout the system.
(Example: The customers at the bottom of a hill may be supplied 100 psi in order to achieve 50 psi at the top of the hill to another customer.)

The main reasons for the change are:

- Short term life expectancy (standard regulators will normally last 6-7 years)
- Rising cost of materials
- Man hours to install and/or replace the regulator

Wimberley WSC **will not be held responsible** for any flooding or water damage done to personal property as a result of any problem resulting from excess pressure.

Please contact a plumbing company or WWSC to help with the decision to install a regulator at your location.

All customers **are required** to have hose bib vacuum breakers installed on all outside hose bibs.

Signature: _____

Date: _____

April 1, 2017

Monthly Charges

Minimum Monthly Charges-The monthly charge for metered water service is based on meter size and is as follows. This is a fixed rate at 0 gallons usage.

Meter Size	5/8" x 3/4" Meter Equivalents	Monthly Rate
5/8" x 3/4"	1.0	\$ 24.50
3/4" Multi	1.5	\$ 36.75
1"	2.5	\$ 61.25
1 1/2 "	5.0	\$ 122.50
2"	8.0	\$ 196.00
3" CMPD	16.0	\$ 392.00
3" TURB	17.5	\$ 428.75
4" CMPD	25.0	\$ 612.50
4" TURB	30.0	\$ 735.00
6" CMPD	50.0	\$ 1,225.00
6" TURB	62.5	\$ 1,531.75
8" CMPD	80.0	\$ 1,960.00

Increasing Block Rate Charges

0-6,000 Gallons	\$3.00/thousand gallons
6,001 to 16,000	\$4.00/thousand gallons
16,001 to 26,000	\$5.00/thousand gallons
26,001 to 36,000	\$6.00/thousand gallons
36,001 and over	\$7.00/thousand gallons

Late Payment Fees

Once per billing period a penalty of \$5.00 or 5% whichever is larger shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in previous billing but shall be applied to any unpaid balance during the current billing period.

Returned Check Fee

In the event a check, draft or any other similar instrument is given by a person, firm, corporation or partnership to the Corporation for payment of services provided for in the Tariff and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$20.00.

Reconnect Fee

The Corporation shall charge a fee of \$30.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in the Tariff except for activation of service under Section E.3.b (Reservice)

Service Charge

For any service call when the issue is on the customer side of the meter, there will be a \$50.00 charge.

**WIMBERLEY WATER SUPPLY CORPORATION
RURAL UTILITIES SERVICE
RIGHT-OF-WAY EASEMENT (Location of Easement Required)**

STATE OF TEXAS §
COUNTY OF HAYS §

GRANTOR: Grantor, _____ has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto the Grantee, **WIMBERLEY WATER SUPPLY CORPORATION**, a member owned, non-profit water supply corporation, the mailing address of which is P.O. Box 10, Wimberley, Texas 78676, an easement and right-of-way for water supply lines and related service lines, appurtenances and facilities in, on, under, over, and through that tract of land, situated in Hays County, Texas and being more particularly described in instrument recorded Volume _____ Page _____ of the Official Records of Hays County or described as follows:

CONSIDERATION: Ten dollars (\$10.00) and other good and valuable consideration cash in hand paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor.

LOCATION AND PURPOSE: The Easement hereby granted shall be limited to fifteen feet (15') in width as determined by Grantee but will be based upon the location of the water meter as installed in the ground. The Easement may be used for installing, maintaining, inspecting, operating, protecting, repairing, and replacing a water meter and connecting same to the main water line as may be deemed necessary by Grantee in connection with providing water to the above described property.

OTHER RIGHTS GRANTED TO GRANTEE: 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; and (2) the reasonable right from time to time to remove any and all undergrowth and other obstructions that may injure Grantee's water meter and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, replacement, or removal thereof.

RELOCATION OF WATER LINE: In the event the easement hereby granted abuts on a public road in which the county or state hereafter widens or relocates the public road so as to require the relocation of the water meter as installed, Grantor agrees to cooperate with Grantee in granting any necessary easements to relocate such water meter as may be necessary to clear the road improvements.

OBLIGATION OF GRANTEE: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement to substantially the same condition as existed prior to such work.

HABENDUM: To HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, until the first water supply line is constructed, and so long thereafter as any water line or facilities are located and operated thereon. **WARRANTY:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

SUCCESSORS AND ASSIGNS: The Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

CONVENANT OF GRANTOR: Grantor covenants that Grantor is the owner of the above-described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

EXECUTED _____ day of _____.

GRANTOR(S):

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Wimberley Water Supply Corporation
P.O. Box 10
Wimberley, Texas 78676

Effective Date: June 16, 2016

**TO ALL WIMBERLEY WATER SUPPLY CORPORATION
CUSTOMERS:**

This notice is to inform new service applicants that a check valve may be required at the desired service location. In different pressure planes of a gravity fed system, minor fluctuation in upstream pressure may sometimes cause reverse flow in a water meter therefore, a check valve must be installed.

With a check valve installed, registered usage is true, there is a decrease in unaccounted water and customers are accurately billed.

Please be advised that the placement of a check valve could cause a build-up of pressure on your line extending from your home to the water meter. If this were to occur water would be released through the pop-off valve on your hot water heater. Some homes are also equipped with an expansion tank for further protection in the event the pop-off valve fails to function. Though such occurrences are very rare, we feel obligated to provide this information to you as a valued WWSC customer.

If a check valve is required, WWSC field personnel will install the check valve at the time of service installation.

WWSC field personnel are installing and replacing check valves at all current service locations within the system where reverse flow exists.

WWSC continues its efforts to monitor and upgrade our water system in order to maintain the integrity of the system and to limit water loss. We appreciate your working with us in the installation of the check valves. If you have any questions, please contact WWSC at (512)-847-2323 or by email at wwsc@austin.rr.com.

Signature _____

Date _____

October 20, 2017

Dear Valued Customer:

Wimberley Water Supply Corporation is pleased to announce to all its customers that WWSC now uses PayClix for online bill presentment & payment.

Through PayClix you can now securely view and pay your water bill online using an eCheck or Credit/Debit card so paying your utility bill has never been easier. You can also set-up automatic payments, so you will never be late on paying a bill ever again. To get started with PayClix today please visit: <https://payclix.com/wimberleywater>

PayClix fees are as follow: ACH/eCheck = \$0.79per transaction

CC/Debit Card = 3.0% + \$0.49 per transaction

Please note since January 2011 WWSC has absorbed all credit card transaction fees, however beginning January 2018 any customers paying by credit/ACH/eCheck will be responsible for transaction fees.

You do **not** have to set up an account with PayClix, you will continue to receive your bill by USPS. You can continue to pay your bill by check or cash by mail or by check, cash or credit card at our office located at 110 LaPais, Wimberley TX 78676.

Payment can me made 24 hours a day by dialing 1-866-729-2549, same fees apply.

As of January 1, 2018, all payments will be processed through PayClix. WWSC will **no** longer be processing **auto debits**. If you would like to continue auto debit you will need to set up an account at:

<https://payclix.com/wimberleywater>

In a continued effort to provide the excellent customer service you have come to expect from Wimberley Water Supply Corporation, we are communicating this change to you in advance of the conversion to allow you time to prepare and ask questions that are important to you.

We are excited about the services this change will allow us to offer you and future customers. Please know that we are here to answer any questions you may have to make this transition as smoothly as possible.

Please feel free to contact us at 512-847-2323 or email wwsc@austin.rr.com.

Sincerely,

Garrett Allen
General Manager
WWSC