

WIMBERLEY WATER SUPPLY CORPORATION
P O BOX 10
110 LAPAIS
WIMBERLEY, TX 78676
512-847-2323 PHONE
512-847-2911 FAX
WWSC@AUSTIN.RR.COM
WWW.WIMBERLEYWATERSUPPLYCORP.COM
SERVICE APPLICATION AND AGREEMENT

PLEASE PRINT

DATE: _____

APPLICANTS NAME: _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER-HOME: _____ WORK: _____

PROOF OF OWNERSHIP PROVIDED BY: _____

DRIVERS LICENSE NUMBER OF APPLICANT: _____

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

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	Asian or Pacific Islander	Other	Male Female
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Initial

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. 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 operation, 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 contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions, which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for 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 0.25% 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.
- 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.

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 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 Corporations' 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.

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 easements 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 services for existing or future Members, on such forms as are required by the corporation.

Be 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

Date Approved

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.

Pressure regulators are highly recommended for customers in areas where pressure exceeds 80 psi. Regulators are also recommended for weekend homes or vacationers whom often leave their homes unattended and the water is not turned off at the meter.

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 problems including broken pipes, worn gaskets on faucets, supply lines to faucets, etc.

Wimberley WSC **will not accept responsibility** 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

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 through 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.

When a dual-check or check-valve is installed, the backflow preventer becomes an effective 'non-return' barrier, making the system 'closed'. Expanded water cannot flow back into the distribution system, so in periods of water heater recovery when there is no hot water drawn, expanded water volume can create a pressure increase until the heater's safety relief valve, usually set at 150 psi, pops and hot water drains through the relief valve drain. 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.

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

Signature _____

Date _____

**NOTICE
TO HOMEOWNERS
AND PLUMBERS**

Wimberley Water Supply Corporation (hereafter called utility) 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 of Environmental Quality concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility had adopted The Southern 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 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 regulations. 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 or well 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 assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply
4. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
5. Plumbing installed after January 4, 2014, bears the expected labeling indicating <0.25% lead content. If not properly labeled, please provide written comment.
6. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.
7. No plumbing fixture is installed which is not in compliance with state approved plumbing code.

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.

IMPORTANT: Wimberley Water Supply Corporation is required by law to do customer service inspections. The inspection is to be done after the house is completely finished. Please contact our office before move in to make an appointment.

Signature of Homeowner

Date

Signature of Plumber

Date

Plumbers Name and License No (Please Print)

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

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, TX 78676, an easement and right-of-way for water supply lines and related service lines, appurtenances and facilities in, on, under, over and through the 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:

DESIGNATION OF COURSE: The easement and right-of-way hereby granted (the "Easement") shall be limited to Fifteen feet (15') in width, and Grantee is hereby authorized to designate the course of the Easement herein conveyed, except that when the water supply line is installed, the Easement herein granted shall be limited to a strip of land fifteen feet (15') in width the centerline of such Easement being the water supply line as installed.

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.

PURPOSE: The Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, relocating (but only within the existing easement), substituting and/or removing water lines and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/or facilities common to and as may from time to time be deemed necessary by the Grantee in connection with the use, operation, transportation and furnishing of water services. Any additional water supply lines installed pursuant to this grant shall be adjacent to and generally parallel with the first supply line laid by Grantee within the said fifteen foot (15') easement.

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; (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 interferes with purposes for which the Easement has been granted; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that the Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances. At such time Grantee abandons any water supply lines or service lines, Grantee agrees to execute and record a release of easement if requested by Grantor.

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 line as installed, Grantor agrees to cooperate with Grantee in granting any necessary easements to relocate such water lines 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; that it shall bury all water supply lines and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonable necessary for operation of the supply lines) located within the Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

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, 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 thereto shall constitute a covenant running with the land and insure 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, 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 the 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 of the property.

EXECUTED _____ day of _____, 2018.

GRANTOR

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2018 by _____.

AFTER RECORDING RETURN TO:

Wimberley Water Supply Corporation
P.O. Box 10
Wimberley, TX 78676

Notary Public, State of Texas

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

The Texas Legislature recently enacted a bill, effective September 1, 1993 allowing non-profit water supply corporations give their customers the option of making the customer's address, telephone number and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE;

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

Wimberley Water Supply Corporation
P.O Box 10
Wimberley, TX 78676

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 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. However, such confidentiality does not prohibit the Corporation from the disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with any meeting of the Corporation's members.

Detach And Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Phone Number

City, State, Zip Code

Signature

April 1, 2017

Monthly Charges

Minimum Monthly Charges-The monthly charge for a 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"x3/4" Meter Equivalents	Montly Rate
5/8" x 3/4"	1.0	\$ 24.50
3/4" Multi	1.5	\$ 36.75
3/4" x 3/4"	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	\$ 1,531.25
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

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.

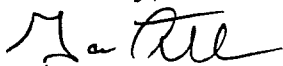
You do **not** have to set up an account with PayClix, you will continue to receive your bill by USPS. You can continue to pay your bill by check or cash by mail or by check, cash or credit card at our office located at 110 LaPais, Wimberley TX 78676.

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

WATER SERVICE CONNECTION FORM



HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT

It is the responsibility of the water service supplier to submit the completed "Water Service Connection" form and **\$800 connection fee** to the District. Upon receiving the completed form and \$800 per connection fee, the District will process and send a "Certificate of Connection" to both the water service customer and the water service supplier. The "Certificate of Confirmation" must be received prior to activating the new service.

Section A :

Owner Information:

First Name: _____

Last Name: _____

Company Name: _____

Current Mailing Address: _____

City: _____

Zip Code: _____

State: _____

Best Phone #: _____

Fax #: _____

*Best E-Mail: _____

Section B :

New Connection Information:

911 Street Address: _____

911 City: _____

Water Service _____
Supplied By: _____

I understand and agree that my typed in name will be considered my official signature

Signed: _____

Date: _____

* For fastest turn around

** It is the responsibility of the owner/applicant to pay any and all Bank fees for Notice of Insufficient Funds on a returned check

FOR DISTRICT USE ONLY

Connection ID #: _____

Date Confirmation Sent: _____

District Date Received: _____

Amount Paid: _____ Check #: _____

Mailing: P.O. Box 1648, Dripping Springs, Texas 78620 Physical: 14101 Hwy. 290 W., Bldg 100 Suite 212, Austin, TX. 78737

Office (512) 858-9253 FAX (512) 858-2384