FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

MEMBERSHIP TRANSFER AUTHORIZATION

TRANSFEREE INFORMATION (Buyer)

Name(s) as Stated on Deed		
Phone Number		
Mailing Address		
City	**State**	**Zip**

Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**

There is a $25.00 transfer fee that will appear on the Transferee's first bill

Please attach the completed Service Application and Agreement and a copy of the temporary Deed received at closing

Once you have the recorded Deed please supply FWSC with a copy

FWSC Office Use Only

Transferee's First Bill

Fayette Water Supply Corporation
Service Application and Agreement

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

CORPORATION USE ONLY
Date Approved:
Cost:
Account Number:
Date Installed:
Parcel #:
CSI Date/WO:

APPLICANT INFORMATION

Applicant's Name:	Co-Applicant's Name:
Billing Address:	
Telephone Number (Primary):	Telephone Number (Secondary):
Applicant's Driver's License Number:	Applicant's E-mail Address:
Gate Code to Property (if applicable):	Applicant's E-Mail Address (Secondary):
Proof of Ownership Provided By:	Type of Meter: ☐ Residential ☐ Commercial

PROPERTY INFORMATION

Service Address:			
Previous Member's Name & Account Number:			
Acreage:	Number in Family:	Household Size (Square Feet):	Livestock Type & Number:
Special Service Needs of Applicant:			

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 ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

FWSC IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

AGREEMENT made this _____ day of _____, 20_____, between ***Fayette Water Supply Corporation***, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the
(Applicant(s) Printed Name)
Applicant and/or Member),

Witnessed:

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 and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination..

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.

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 expense, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

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

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

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 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 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
e. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq$0.25% lead content. If not properly labeled, please provide written comment.
f. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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.

_____ _____

(Applicant(s) Signature) (Co-Applicant(s) Signature)

_____ _____

(Approved and Accepted) (Date)

Customer is required to install a personal cut off valve about two feet after the meter.

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info@fayettews.com

Payment Policy & Pertinent Information

INFORMATION

1) FWSC's bills are mailed out no later than the 1st business day of each month. FWSC is **NOT** responsible for mail service. If you have not received your bill in a timely manner, please call the FWSC Office.
2) Payment is **due on the 15th day of each month**. If payment is not received by the 15th of the month, a $15.00 penalty will be applied to the account.
3) Second Notices are mailed out on the next business day following the 15th, allowing an additional 10 calendar days to make a payment. On the 10th calendar day, **the payment must be in the FWSC Office by 4:00 P.M.** FWSC is **NOT** responsible for mail service. If you have not received your bill in a timely manner, please call the FWSC Office.
4) If a payment is not received in the FWSC office **by 4:00 P.M., a $50.00 Administrative Fee** is applied to your account and the meter will be locked the following business day, unless the next business day is a Friday or a FWSC Observed Holiday.
5) If a meter is locked for three consecutive months, without a payment, the meter will be pulled for non-payment. In order to re-establish the account, the Member must pay the current membership fee, the current re-connect fee and any debt owed on the account.
6) **All water registered on the meter must be paid for by the Member.** If a Member's monthly bill is higher than normal due to a leak on the Member's side of the meter, the Member may submit a written leak adjustment request to the Corporation.
7) There is a monthly base fee of $45.00, subject to change at the discretion of the Board of Directors and a State Regulatory Fee of 0.5% for zero usage. Please find the current usage rates on our website at https://www.fayettewsc.com/rates-and-fees.
8) There is a $25.00 return payment fee on all returned payments. Water will be disconnected if the returned payment and the returned payment fee is not received in 10 business days.
9) In the event you sell your property, you **MUST** notify FWSC in a timely manner, sign the necessary forms and get a final meter reading to transfer the membership to the new owner. All current and outstanding charges **MUST** be paid before the account can be transferred to the new owner.
10) If your property is a rental, you as the Owner/Member are responsible for payment of the water bill. The account is required to be in the land owner's name; although you may request in writing that the bill be mailed to the renter by completing the Alternate Billing Agreement found at www.fayettewsc.com.
11) If your property is a rental, FWSC can NOT charge the Renter a water deposit. Owner/Members are responsible for any debt on their accounts.
12) Proof of Ownership is required to be in the FWSC Office within 30 days of acknowledgement. Proof of Ownership must be provided by a copy of the Deed, Deed of Trust, etc. The document **must be Recorded** and have the volume and page number at the top. If Proof of Ownership is not received in the FWSC Office **within 30 days,** FWSC will obtain the Proof of Ownership and bill your account $25.00.
13) All water meters and equipment and materials required to provide water service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only. (FWSC Tariff Section E. 24)
14) You will need an address for the property. It is important that the address is correct so FWSC operators can work efficiently. If you do not have a 911 address to your property, please contact the County Judge's Office to receive a 911 address.
15) The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (FWSC Tariff Section E. 21e)
16) Once the meter is installed, you will need to have a Customer Service Inspection (CSI) completed**. Someone over the age of 18 must be present for the inspection.** A one-time $25.00 CSI Fee will be billed to your account upon completion of the inspection. FWSC has the right to perform a CSI if it was not performed previously or if there is reason to believe a dangerous or hazardous condition exists.
17) 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 annual inspection and testing by a certified backflow prevention device tester.
18) Hose Bibb Vacuum Breakers are **required** to be installed on every outside faucet. These can be purchased from a hardware store.
19) FWSC is **NOT** a member of Texas 811. The member is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances by emailing the Texas 811 confirmation to info@fayettewsc.com or by calling 979-968-6475. (FWSC Tariff Section E. 21f)
20) ***Prohibition Against Resell of Water.*** The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited. (FWSC Tariff Section B. 13)
21) **TCEQ & PUCT require one meter per residence.** If you have more than one home on a property you will need an additional meter or to upgrade the current meter to a master meter. An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or nonstandard sewer service to these facilities at an Applicant's request. (16 TAC (24.89(a)(4)).

*** All Rates & Fees are subject to change at the discretion of the Board of Directors ***

I have read, understand and will abide by the above stated rules & information.

_____ _____

New Member Signature Date

_____ _____

New Member Signature Date

Form RD-TX 442-9
(Rev 6-06)

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name(s) as stated on Deed of Property)
(hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by *Fayette Water Supply Corporation (FWSC)* (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:

_____

_____

_____

_____

Form RD-TX 442-9
(Rev. 6-06)

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_____.

_____
(Signature)

_____
(Printed Name)

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by
(Date)

_____.
(Name(s) as printed above)

(SEAL)

_____
Notary Public, State of Texas