

SAMPLE

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date _____

(Name of Property Owner
Property Owner's Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. _____

Dear _____:

_____ Water Supply Corporation (Corporation) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this letter. A copy of the requested easement is enclosed with this letter.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this letter to be retained in the Corporation's records for future water/sewer service to your property.

If, at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the Corporation will require an easement before water/sewer service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be _____, as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office: [office address, phone number].

We appreciate your attention to this matter.

Sincerely,

[appropriate signature]

SAMPLE**ACKNOWLEDGEMENT OF REFUSAL**

I, _____, hereby refuse to provide the easement requested by _____ Water Supply Corporation for authority to construct/operate a water/sewer distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the Easement Denial Letter and attached easement sent by certified mail to

_____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of _____ Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by

_____. I further attest that the Corporation's engineer has provided _____ a current estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement with notice that the cost may increase in the future.

[name]

[position with Corporation]

Date: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20__, by _____.

(SEAL)

Notary Public, _____ County, Texas
My Commission Expires: _____.

SAMPLE**RELEASE OF EASEMENT**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
 COUNTY OF _____ §

_____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("_____ WSC"), is the legal and equitable owner and holder of the easement described and recorded in Volume _____, Page _____ of the _____ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, _____ WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by _____ WSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require _____ WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

_____ WATER SUPPLY CORPORATION
 a Texas water supply corporation

By: _____
 Printed Name: _____
 Title: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said water supply corporation.

[SEAL]

 Notary Public, State of Texas

SAMPLE

EXHIBIT "A"

THE PROPERTY

After recording, return to:
(owner's name and address)

Texas Commission on Environmental Quality

Sample
SANITARY CONTROL EASEMENT

DATE: _____, 2____

GRANTOR(S): _____

GRANTOR(S) _____

ADDRESS: _____

GRANTEE: _____

GRANTEE _____

ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume __, Pages __ of the Real Property Records of _____ County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150 foot radius of the water well located __feet at a radial of __degrees from the ____ corner of Lot ____, of a Subdivision of Record in Book ____, Page ____ of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on the day of _____, 20____, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:

Type or Printed Name of Notary

Commission Expires

Recorded in _____ Courthouse, _____ Texas on _____ 20____

SAMPLE

**_____ WATER SUPPLY CORPORATION
EQUIPMENT AND LINE DEDICATION AGREEMENT**

I, _____ (Transferor - Name of person, entity, corp., or other), having complied with the _____ Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements, do hereby dedicate, transfer and assign to the _____ Water Supply Corporation all rights and privileges to and ownership of equipment and or line(s) installed as a condition of service; the equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract dated _____, including any amendments thereto and being further described as follows: (or see Attachments)

The _____ Water Supply Corporation, through its designated representative, has agreed to accept the equipment and or line(s) as described in the above reference documents and attachments. . The Corporation shall hold harmless _____ (name of person, entity etc.) from this day forward, for any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the ____ day of _____ in the year of _____ by:

_____ Water Supply Corporation

Corporation Official Signature

Transferor Signature

Title

Title

Address

Address

City Zip

City Zip

THE STATE OF TEXAS, COUNTY OF _____

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this _____ day of _____, 20__.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 20__.

Signature of Notary Public

SAMPLE
_____ WSC
NOTICE OF DISCONNECTON

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION:

You are hereby notified that your account is delinquent and your service is in jeopardy if being disconnected. . If our office does not receive payment within ten days of the date of this notice, your service will be disconnected. Once service has been disconnected, all fees including past due fees, late fees, trip fees, etc. must be paid to reestablish service. Please arrange payment on your account as son as possible to avoid disconnection. The System payment locations are _____ Monday – Friday hour of _____. Payments are also accepted over the phone by calling _____ during the normal business hours of _____. Payments may also be made online at _____.

Corporation Official

Title

SAMPLE

**_____ WSC
MEMBERSHIP TERMINATION AND LIQUIDATION NOTICE**

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment within ten days of the date of this notice, your Membership will be terminated and liquidated if applicable. To regain service after liquidation, you must re-apply and pay all costs applicable to purchasing a new Membership under the current terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

Corporation Official

Title

SAMPLE

**SEWER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY PROVIDED BY A
NON-PROFIT WATER SUPPLY CORPORATION**

AGREEMENT

_____ Water Supply Corporation (_____ WSC) and the City of _____,
for the consideration and purposes herein expressed, enter into the following agreement regarding sewer service
billing for sewer services provided by _____ (City) to customers in the areas listed in
Exhibit "A", but in no other areas:

WHEREAS, _____ is a City located in _____ County, Texas;

WHEREAS, _____ is a nonprofit water supply corporation organized pursuant to Texas Water
Code Chapter 67 and Texas Business Organizations Code;

WHEREAS, _____ provides retail water utility service in _____ County, pursuant to
Public Utility Commission Certificate of Convenience and Necessity No. _____;

WHEREAS, _____ provides sewer service for its customers, some of whom are provided
water utility service by _____;

WHEREAS, it is recognized that the provision of sewer service to City of _____
customers is integrally related to _____ WSC's separate provision of water service to the same customers
such that joint billing and collection practices are in the public interest; and

WHEREAS, City of _____ desires to enter into an agreement with _____ WSC to
facilitate the billing and collection of charges due from City of _____ customers for the sewer service
provided;

NOW, THEREFORE, City of _____ City and _____ WSC agree as follows:

1. **Agency of _____ WSC.** Subject to the terms of this Agreement, _____ WSC agrees to serve as
the agent for C City for the purposes of billing and collecting sewer service fees from customers of _____
WSC who: (1) are sewer service customers of City; and (2) have executed a copy of the application for
service attached to this agreement or an application in substantially similar form. During the term of this
agreement, C City will be solely responsible for providing to _____ WSC, and at all times maintaining, a
current list of its customers to be billed by _____ WSC pursuant to the terms of the Agreement.

The list provided by the City shall contain the following information for each customer:

- (a) the customer's name and address;
- (b) the type of sewer service to be billed by _____ WSC on City's behalf; and
- (c) the amount to be billed.

2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** WSC agrees to add the fees due to City in the amounts indicated by C City, to its monthly bills to customers. Each fee for sewer service will be stated separately on such bills. City agrees to coordinate with WSC so that the payment for the sewer services billed by the WSC on City's behalf shall be due at the same time and under the same terms as the payment billed by WSC for water utility services. Upon receipt of payment due City for sewer services, WSC will deposit such sums in an account in WSC's depository bank, commingled with payments made for WSC water utility services. The funds, less unpaid fees charged by WSC for services as set forth in this Agreement, shall be forwarded to City no less frequently than once a month. The funds shall be sent to City in the amounts due as reflected on the monthly bills to the customers, less WSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to City, WSC will also forward an accounting of the customers from whom payment is received, the period and type of services for which payment is made, and the fees retained by WSC from payments made pursuant to this Agreement with prior notice of at least 72 hours and during WSC business hours.
3. **Priority.** When payment for water and sewer service is made by any customer, WSC shall apply the funds paid first to any amounts owed to WSC and then to any amounts owed to City for sewer services.
4. **Delinquency/Disconnection.** WSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to City from customers for sewer service. If at any time a customer fails to pay any amounts collectible by WSC pursuant to the terms of this Agreement, WSC is authorized to disconnect water utility services to the customer as deemed appropriate by WSC in accordance with the procedure specified in any applicable tariff and service regulations of WSC then in effect. WSC's failure to disconnect any service shall not be an event of default under this agreement, but shall entitle City to discontinue payment of the monthly fee for that account as specified in paragraph 7 below from the date service could have been disconnected under this agreement until disconnection occurs. WSC shall notify City of all customer accounts that are delinquent and have been disconnected.
5. **Reconnection.** In the event water service is disconnected for nonpayment of sewer service charges, except as otherwise required by law or as agreed to by City, WSC agrees not to provide water services to that customer until WSC receives payment of all delinquent sewer charges and any applicable charges which are then collectable in accordance with City's ordinances or other applicable law.
6. **Effect on Provision of Water.** This agreement shall not affect or in any way impair WSC's rights and obligations with respect to its customers or the provision of water utility services except as specifically and expressly set forth in the Agreement and as allowed by law.
7. **Fees.** For each sewer service account collected by WSC, City agrees to pay WSC the sum of \$5.00 as an initial set up fee for establishing WSC billing and collection procedures. This setup fee is to be paid when City notifies WSC that a new account is to be collected by WSC. In addition, City agrees to pay to WSC monthly on or before the 15th day of each month, a service charge of \$1.00 for each active account. The monthly fee will be paid until the end of the month in which City removes the account from the customer list provided to WSC under paragraph 1 of this agreement. If City subsequently requests WSC to reinstate an account which has been removed from the sewer service customer list, a reinstatement fee of \$5.00 per account will be paid to WSC by City.

8. **Purpose of Agreement/Indemnity.** This Agreement is made for the purpose of facilitating the billing and collection of fees for sewer services provided by City. No partnership or joint venture is intended to be created hereby. WSC's sole responsibility is that of the City's agent for billing and collection purposes and WSC shall have no responsibility for, and City shall indemnify, defend and hold WSC harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of WSC or City, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by WSC or by the City, which does not amount to gross negligence or willful misconduct on the part of City, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by WSC relating to or arising from any such damages, claims, demands or causes of action.
9. **Right to Terminate.** This Agreement may be terminated by any party at any time by giving the other party sixty (60) days advance notice of its intent to terminate the Agreement.
10. **Automatic Termination.** If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer appealable.
11. **Termination Upon Default.** Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.
12. **Attorney's Fees.** The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.
13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.
14. **No Third-Party Beneficiaries.** This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject

matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. seq. as amended. This paragraph is to be broadly construed.
17. Any amount due and unpaid more than thirty (30) days shall accrue interest at the maximum rate allowed by law.

EXECUTED on the ____ day of _____, 20____.

THE CITY OF _____ WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

SAMPLE

App. # _____

CITY OF _____
Code Enforcement Department
Application for Sewer Service

Date: _____ Permit #: _____ Amount: _____

Name: _____

Street Address: _____

Mailing Address: _____

Legal Description: _____

I/we _____ agree to pay monthly sanitary sewer service fees to the City of _____ through the WSC's billing office. If I/we fail to pay the monthly fees for sanitary sewer service, I/we authorize and agree to allow WSC to disconnect my/our water meter and to withhold water service until such delinquency is made current.

Signature of Applicant(s) _____ Date _____
Permit Issued By _____ Date _____

(For use by the City Utility Billing Department)

The City of _____ requests that WSC begin charging _____ for monthly sanitary sewer service at a rate of _____. Services commence on _____ (application date).

SAMPLE

AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF SEWER SERVICE

Date:

WATER UTILITY:

Name

Address

Telephone Number

Fax Number

SEWER UTILITY:

Name

Address

Telephone Number

Fax Number

PURPOSE:

_____ Water Supply Corporation ("Corporation") is a nonprofit water supply Corporation that provides retail water utility service in _____ County, Texas pursuant to Public Utility Commission ("PUC") Certificate of Convenience and Necessity ("CCN") No. _____. City of _____ ("City") provides sanitary sewer service to businesses and residents [pursuant to CCN No. _____], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit "A."

Each utility bills its customers separately. In order to ensure that the City's sewer customers, located in the areas of customer overlap listed in Exhibit "A", make timely payments of their sewer service bills, the City requires the ability to terminate water service to the delinquent customers under terms and conditions prescribed by the PUC. As provided by Texas Water Code Sections 13.250(b)(2) and 13.147, the Corporation, for the consideration set forth in this agreement, agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills after lawful termination of service notices have been issued by the City.

The terms and conditions of this agreement shall be controlled by the rules and regulations of the PUC on this subject matter as the same may be adopted and amended from time to time as if said rules were written verbatim herein.

AGREEMENT:

1. The City shall give written termination of sewer service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City's sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is subject to disconnection at the same

time, it shall be sufficient for the City to send the Corporation a single sample termination notice with a list of all customers subject to termination by name and service address.

2. If any delinquent customer has not paid their sewer bill by 8:00 a.m. of the noticed termination date, the City shall notify the Corporation to proceed with terminating that customer's water service. The City shall notify the Corporation of which previously delinquent sewer customers have paid their accounts and are no longer subject to water service termination. If this notice is given verbally, it shall be followed by a written notice.

3. Upon receipt of all monies lawfully due from the delinquent sewer customer, the City shall notify the Corporation that it may restore the customer's water service as required by the PUC's rules. The Corporation shall restore the service within 24 hours unless the customer is also delinquent on their water bill and a lawful termination of water utility service notice has been issued by the Corporation. In which case, the Corporation shall not be required to restore the customer's water service until all service restoration requirements have been met under the Corporation's tariff.

4. The Corporation may not charge the delinquent sewer customer a reconnect fee for restoring water service after payment of delinquent sewer bills.

5. The City will pay the Corporation a service charge not to exceed fifty (\$50.00) dollars per disconnection/reconnection. This fee may change from time to time as agreed to by the parties.

6. The Corporation shall not terminate the water service to any delinquent residential sewer customer if the Corporation would otherwise be prohibited, under its tariff, from terminating that customer's water service due to the illness or potential illness of any resident at that service location. This prohibition shall remain in effect for so long as the Corporation would otherwise be prohibited from terminating that customer's water service. The Corporation shall provide timely notice to the City of which of its water customers are subject to this medical prohibition for disconnection of utility service.

7. The Corporation shall not terminate the water service to any delinquent customer on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for purpose of collections and reconnecting service.

8. Purpose of Agreement/Indemnity. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by City. No partnership or joint venture is intended to be created hereby. The Corporation's sole responsibility is to terminate its water service to sewer customers of the city for nonpayment of delinquent sewer bills and the Corporation shall have no responsibility for, and City shall indemnify, defend and hold the Corporation harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the Corporation or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the Corporation or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by the Corporation relating to or arising from any such damages, claims, demands or causes of action.

TERM:

This agreement shall remain in full force and effect for so long as such agreements are allowed by law and the parties continue to be the respective water and sewer utility purveyors in the areas listed in Exhibit "A". Either party may terminate this agreement with thirty (30) day written notice to the other party.

ELECTRONIC COMMUNICATIONS:

All notices required herein may be given by email, facsimile or other electronic transmission to be followed by a hard copy sent by US mail or hand delivery.

ENTERED IN _____ COUNTY, TEXAS.

EXECUTED on the ____ day of _____, 20____.

THE CITY OF _____ WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

returned

SAMPLE

**DEDICATION, BILL OF SALE AND ASSIGNMENT
(Developer Form)**

THE STATE OF TEXAS §
 §
 §
COUNTY OF _____ §
 §
 §
KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between _____ Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____ ("Developer").

RECITALS:

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____ Subdivision, a subdivision in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section ____ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): _____ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____ [DEVELOPER]

Notary Public - State of Texas

(Seal)

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

_____ Water Supply Corporation

_____,

Texas

SAMPLE

WATER SUPPLY CORPORATION

Address: _____
Phone Number: _____
Contact Person: _____

APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that the INCOMPLETE status of your FORMS as indicated below is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. Your meter will also be removed on the Disconnection Date indicated above. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

Circle all the forms needing additional information from the Applicant/Member.

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. ALTERNATE BILLING AGREEMENT
- E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- F. FINAL PLAT
- G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- H. OTHER INFORMATION

Corporation Official

Title

SAMPLE

**_____ WATER SUPPLY CORPORATION
DEDICATION, BILL OF SALE AND ASSIGNMENT
(Individual Service Form)**

THE STATE OF TEXAS

§
§
§
§
§
§

COUNTY OF _____

KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between _____ Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____ ("Member").

RECITALS:

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at _____, in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the _____ Water Supply Corporation, through its authorized representative, having agreed at accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.

EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member: _____

Printed Name: _____

THE STATE OF TEXAS §

THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____ [MEMBER]

Notary Public - State of Texas

(Seal)

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

_____ Water Supply Corporation

_____, Texas _____



**Texas Commission on Environmental Quality
Customer Service Inspection Certificate
Form TCEQ-20699 - Instructions**

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)*. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).

The yellow areas on the form can be completed electronically.

***NOTE:** The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in *30 TAC §290.46(f)(3)(E)(iv)*.

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

*Please keep in mind this TCEQ form is updated regularly, please visit https://www.tceq.texas.gov/search_forms.html to ensure you are using the correct form.

Texas Commission on Environmental Quality Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance	
<input type="checkbox"/>	<input type="checkbox"/>	(1) No direct or indirect 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 Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	(5) 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.
<input type="checkbox"/>	<input type="checkbox"/>	(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.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

SECTION K.
MISCELLANEOUS

TARIFF FILING INSTRUCTIONS AND SAMPLE LETTER

INSTRUCTIONS

Under PUC rule 22.71(c)(5)(D) you need to file two paper copies of your tariff. One copy (not the original) should be unbound and numbered from start to finish per PUC Rule 16 TAC §22.72(g)(2).

All filings regardless of their size and number of copies must be sent to the following address for processing per PUC Rule 16 TAC §22.71(b):

Mailing Address:

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Shipping / Overnight Delivery Address:

Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Any filing consisting of 10 pages or larger must be filed electronically per PUC Rule 16 TAC §22.72(h). The following link will take you to the webpages for electronic filing interface and instructions:
<http://www.puc.texas.gov/industry/filings/Default.aspx>

SAMPLE LETTER

Date

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Re: Tariff for _____ WSC, CCN No. _____, in _____ County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 TAC Section 24.21(j), enclosed is one copy of the
(*new tariff/revisions to our existing tariff*) for _____ Water Supply Corporation provided for
informational purposes.

(*list in detail what tariff pages are being amended*)

Sincerely,

Name
Water System

SAMPLE

_____ WATER SUPPLY CORPORATION NOTICE OF RATE INCREASE

The _____ Water Supply Corporation ("Corporation") Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____ (date) and the new monthly rates will begin starting with the _____ (month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	\$_____.00	\$_____.00
3/4"	1.5	\$_____.00	\$_____.00
1"	2.5	\$_____.00	\$_____.00
1 1/2"	5.0	\$_____.00	\$_____.00
2"	8.0	\$_____.00	\$_____.00
3" DISP.	9.0	\$_____.00	\$_____.00
3" CMPD.	16.0	\$_____.00	\$_____.00
3" TURB.	17.5	\$_____.00	\$_____.00
4" CMPD.	25.0	\$_____.00	\$_____.00
4" TURB.	30.0	\$_____.00	\$_____.00
6" CMPD.	50.0	\$_____.00	\$_____.00
6" TURB.	62.5	\$_____.00	\$_____.00
8" CMPD.	80.0	\$_____.00	\$_____.00

Water Gallonage charge	NEW MONTHLY	CURRENT MONTHLY
\$_.00 per __,000 gallons for 0 to __,000 gallons	\$____.00	\$____.00
\$_.00 per __,000 gallons for __,000 gallons to __,000 gallons	\$____.00	\$____.00
\$_.00 per __,000 gallons for __,000 gallons and over	\$____.00	\$____.00

Sewer rate	NEW MONTHLY	CURRENT MONTHLY
	\$_____.00	\$_____.00

For more information about the rate increase, please contact the Corporation at XXX-XXX-XXXX or in person at
our _____ main _____ office _____ XXX _____ Street, _____.

CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

Meaningful determination of the Average Net Equity Buy-In Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and
2. All funds obtained as an Equity Buy-In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and earmarked for this purpose. This amount should not include the Membership Reserve or debt reserves;
3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and
4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy-In Fee.

EXAMPLE:

Fixed Assets of the Corporation.....	\$3,000,000.00
Minus (-) Accumulated Depreciation.....	\$750,000.00
Minus (-) Outstanding Corporation Debt Principle	\$800,000.00
Equals (=) Corporation Equity	\$1,450,000.00
Minus (-) Developer's Capital Contribution.....	\$57,000.00
Minus (-) Grants Received.....	\$500,000.00
Total Number of Members / Customers Equals (=) Net Equity Buy In fee	\$893,000.00
Average Net Equity per 2,000 Contributing Members	\$446.50

**TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA
SPECIFICATIONS AND DESIGN CRITERIA**

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8" X 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

**NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF
GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS,
METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND
REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.**

SAMPLE

VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

_____WSC POLICY ON VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

The corporation shall, as part of its billing process, collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

- (1) describing the procedure by which the customer may make a contribution with the customer's bill payment;
- (2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;
- (3) informing the customer that a contribution is voluntary; and
- (4) describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

- (1) the corporation's expenses in administering the contribution program; or
- (2) five percent of the amount collected as contributions.

SAMPLE NOTICE TO CUSTOMERS

The _____ WSC is offering each customer the opportunity to make a voluntary contribution to the local voluntary fire department(s) and / or emergency medical service(s). The \$XX.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to the following Voluntary Fire Department(s) and or Emergency Service(s): **(LIST ALL applicable recipients). Ever Alert Voluntary Fire Department, South Side Voluntary Fire Department, Ever Alert Emergency Rescue Service,**

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at (Address of the office), by phone _____, Corporation's Web Page _____, or by FAX _____.

SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the \$X.00 contribution from the final amount stated on this water bill.

OR— Each customer has the right to contribute any dollar amount as a voluntary contribution for local emergency services.

