

SAMPLE**_____ WATER SUPPLY CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT**

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$____.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

Signed by Member

TEST RESULTS

Low Flow (1/4 GPM) _____ % AWWA Standard 97.0 - 103.0 %

Intermediate (2 GPM) _____ % AWWA Standard 98.5 - 101.5 %

High Flow (10 GPM) _____ % AWWA standard 98.5 - 101.5 %

Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by _____ %

Meter tests low; no adjustment due.

Test conducted by _____ Approved

SAMPLE**_____ WATER SUPPLY CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY PAST DUE ACCOUNT**

You are hereby given notice as per the Alternate Billing Agreement on your account # _____ that your renter/lessee is past due on this account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and utility service is scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of service. A fee of \$____.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the member. If you have any questions concerning the status of this account, please do not hesitate to call our office at _____.

Corporation Official _____

Title _____

Alternate Billing Account Name _____

Address _____

Account # _____

Amount Due Including Service Charges _____

Final Due Date _____

SAMPLE**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND
SERVICE EXTENSION POLICY OF _____ WATER SUPPLY
CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, _____ Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of _____ Water Supply Corporation, Certificate of Convenience and Necessity No. _____, in _____ County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff] (the "Subdivision Policy") contained in _____ Water Supply Corporation's tariff.

_____ Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by _____ Water Supply Corporation of the impact a proposed subdivision service extension will make on _____ Water Supply Corporation's water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to _____ Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by _____ Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

_____ Water Supply Corporation's tariff and a map showing _____ Water Supply Corporation's service area may be reviewed at _____ Water Supply Corporation's offices, at [insert address of the water supply corporation/special utility district]; the tariff/policy and service area map also are filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance.

SAMPLE**WSC
NOTICE OF RETURNED CHECK****DATE:** _____**Dear** _____:

Your check number _____ in the amount of \$ _____, dated _____ 20 __, has been returned to us by your bank. Please replace the check within ten days from the date of this notice with cash, money order or certified check. Include the charges listed below to avoid disconnection of water/wastewater service at;

Address of Service_____
Account #

1. Original amount billed - _____
 2. Late fees - _____
 3. Return check fee _____
- Total Due - \$ _____

If you have any questions, please contact WSC Management at _____

Corporation Official_____
Title

SAMPLE**WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP CANCELLATION**

I/Business Name _____, hereby request that my water /and sewer service account number _____ located at _____, be disconnected from _____ Water Supply Corporation service and that my membership fee is be refunded. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water or sewer service will terminate when this signed statement is received by the _____ WSC office. I understand and agree that a fee will be incurred for the processing of this transaction and will be deducted from the membership fee in addition to final water, sewer and service trip charges.

(Residential account)

If applicable, I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

(Commercial account)

I further represent to the Corporation that I am the duly authorized representative of _____ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

Signature

Date of Signature

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)

30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well. TCEQ Form 20698 (Revised 6/20/17)

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 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

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 to 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.

Exhibit B

COMPLAINT OF JOHN BLALOCK	§	PUBLIC UTILITY COMMISSION
AGAINST MERCY WATER SUPPLY	§	OF TEXAS
CORPORATION	§	

AFFIDAVIT OF KELLEY ALLBRIGHT

STATE OF TEXAS §
 §
 COUNTY OF SAN JACINTO §

Before me, the undersigned notary, on this day personally appeared Kelley Allbright, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows

- 1 My name is Kelley Allbright. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
- 2 I am the Office Manager of Mercy Water Supply Corporation ("Mercy"). I began working with Mercy on March 4, 2004 as a receptionist.
- 3 I prepare the report with past due accounts and mail out the late and disconnect notices attached to customer bills at the beginning of every month. At the beginning of August, I prepared and mailed out a disconnect notice to Ms. Reba Ivey for nonpayment. A sample disconnect notice is attached hereto and incorporated herein as **Exhibit B-1.**
- 4 Prior to the August disconnect notice, Ms. Ivey's account had also been past due in February, March, and April 2020. The account had been paid in full in January 2020, but then no payments were made in February or March. On April 7, 2020, a partial payment was made, but an amount remained on the account. Ms. Ivey's account was then paid in full on May 6, 2020.
- 5 Charges accrued on May 21, 2020, and June 24, 2020, but no payments were made. On July 16, 2020, a partial payment of \$50.00 was made and \$25.42 remained on the account. On July 22, 2020 and July 23, 2020, charges accrued on the account. Because the account was past due, I sent the disconnect notice to Ms. Ivey at the beginning of August.
- 6 On August 7, 2020, Mr. John Blalock personally appeared at Mercy's office and paid the entire balance through the July 23, 2020 charges on Ms. Ivey's account. These usage fees did not include any use after the July 23, 2020 billing date.
- 7 On August 7, 2020, Mr. Adrian Rodz also personally appeared at Mercy's office. Mr. Rodz informed me he owned 1601 Bowen Loop (the Southern Tract), where Mercy's meter is located. He explained a contractor he hired to work on his property broke a water pipe that lead from the meter on his property northward to the home where Mr. Blalock lives (Northern Tract). Mr. Rodz provided proof of ownership of the Southern Tract and explained that on December 3, 2019, San Jacinto County obtained a Constables Deed to the property and on March 17, 2020, San Jacinto County issued a Deed to Adrian Rodz for the same. Mercy had no records of this before Mr. Rodz appeared.
- 8 This same day, Mr. Rodz completed the paperwork to transfer the meter's account to his name. Afterwards, Mr. Rodz paid the Membership Fee, the Transfer Fee, the Disconnect/Lock Out Fee,

and the water usage charges from July 23, 2020 to August 10, 2020 on Ms. Ivey's account. Because Mr. Rodz transferred the account into his name, Mercy needed to estimate the usage and cost from July 23, 2020 to August 10, 2020, when the account was still under Ms. Ivey's name. Mercy estimated the usage and fees to be \$32.93. Mr. Rodz explained he would rather pay these usage fees and "be done with it," or words to that effect, because he did not want to work with Mr. Blalock to recover some of the usage costs even though it had also been connected to Mr. Blalock's house. He explained he also had used water from the meter.

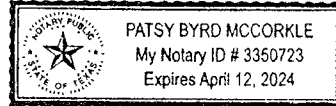
- 9 Because Mr. Rodz properly transferred Ms. Ivey's account to himself, I issued Ms. Ivey's membership refund of \$200.00 on August 10, 2020.
- 10 I have never received a request from Mr. Blalock to transfer Ms. Ivey's account to his name, even when he paid the account in full. I did not find any records that he presented all the required documents and application to Mercy for an account transfer.
- 11 I have not entered into a verbal agreement on behalf of Mercy to permit to provide water service to Mr. Blalock so long as he continued to pay Ms. Ivey's account balance. I have also not found any records indicating any agreement or discussion with Mr. Blalock involving his continued use of the account without transferring it to his name.
- 12 I have never received a request for a line extension or for the meter located on the Southern Tract to be moved from where it was installed to any alternate location. I have also not found any records for such a request either.
- 13 There is not a record of who changed Ms. Ivey's billing address after the County changed Bowen Road to Bowen Loop in 1998. Mercy's current practice requires the landowners to update address information with a change of address form. However, the account remains in the landowner's name because the landowner is ultimately responsible for his or her account with Mercy.
- 14 Likewise, unless Mercy is informed or notified by a landowner, it will not know whether a landowner has passed. No one at Mercy investigates ownership of an account or property so long as the account remains in good standing.

Kelley Allbright
Kelley Allbright, Affiant

Sworn to and subscribed before me by Kelley Allbright on September 24, 2020.

Subscribed and sworn before me, this 24 day of September 2020, a Notary Public in and for San Antonio County, State of Texas.
Patsy A. Byrd
(Signature)
NOTARY PUBLIC

My Commission expires 4-12-2024



MERCY WATER SUPPLY CORPORATION
31 PERRY LN
CLEVELAND, TEXAS 77323
281-593-1177 FAX (281) 593-2661
OFFICE HOURS 8:30 A.M. - 4:30 P.M.
www.mercywatersupply.myruralwater.com

PLEASE FORWARD

POSTAL CODE 77323
U.S. POSTAGE
PAID
CLEVELAND, TX 77323
PERMIT NO. 1939

ACCT. NO.	LATE FEE	DISCONNECT DATE	TOTAL DUE	ACCOUNT NO.	TOTAL DUE

FINAL NOTICE A late charge has been added. To avoid the reconnection fee and having your water cut off, you must pay in full before the disconnect date shown above.

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

Exhibit C

COMPLAINT OF JOHN BLALOCK § PUBLIC UTILITY COMMISSION
 AGAINST MERCY WATER SUPPLY § OF TEXAS
 CORPORATION §

AFFIDAVIT OF RANDALL B. BAKER

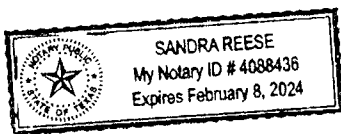
STATE OF TEXAS §
 COUNTY OF SAN JACINTO §

Before me, the undersigned notary, on this day personally appeared Randall B. Baker, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

1. My name is Randall B. Baker. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I hold a Class C Groundwater Treatment Operator License # WG0005100, issued by the Texas Commission on Environmental Quality
3. I am the contractor who works with Mercy Water Supply Corporation ("Mercy") to install water meters. I began working as a contractor for Mercy at or around 1993. Since then, I have installed water meters for Mercy's customers
4. I installed a meter on the southern tract of two 0.779-acre tracts located in the L A Gosse Survey in San Jacinto County, Texas. The meter was installed at this specific location because it is at the location that Mercy's existing water line crosses Bowen Loop adjacent to the southern tract. The meter has not been moved since its installation. A sketch of the location I installed the meter is attached hereto and incorporated herein as **Exhibit A-1**.
5. As the existing line proceeds northward from the meter location, the line crosses Bowen Loop and would have required a bore under the road to provide service to any tract further north of the current meter location. Currently, no water or service line connects to the northern 0.779-acre tract
6. When I installed the meter, I did not see any other water or service lines in the vicinity. There was an existing travel trailer on the property and a home on the adjacent property at the time. I did not install or inspect the service lines on the customer side of the meter to the because once the meter is installed, it is the property owner's responsibility to connect to the meter

Randall B. Baker
 Randall B. Baker, Affiant

Sworn to and subscribed before me by Randall B. Baker on September 16, 2020



Sandra Reese
 Notary Public in and for the State of Texas

... document of record reviewed and considered as a part of this survey is noted hereon were supplied to the surveyor. No abstract of title, nor title commitments, nor results of title searches were furnished to the surveyor. There may exist other documents of records that that would effect this parcel.

Basis of Bearings is the Texas State Plane Coordinate System, Texas Central Zone NAD83

LOUIS A. GOSSE SURVEY A-137

JOHN PRESTON BLALOCK
Called 0.799 Acres
SJCCF# 20154182
O.P.R.S.J.C.

0.7997 Acres
SAN JACINTO COUNTY
Called 0.799 Acres
SJCCF# 20197742
O.P.R.S.J.C.

SAM HOUSTON
NATIONAL
FOREST

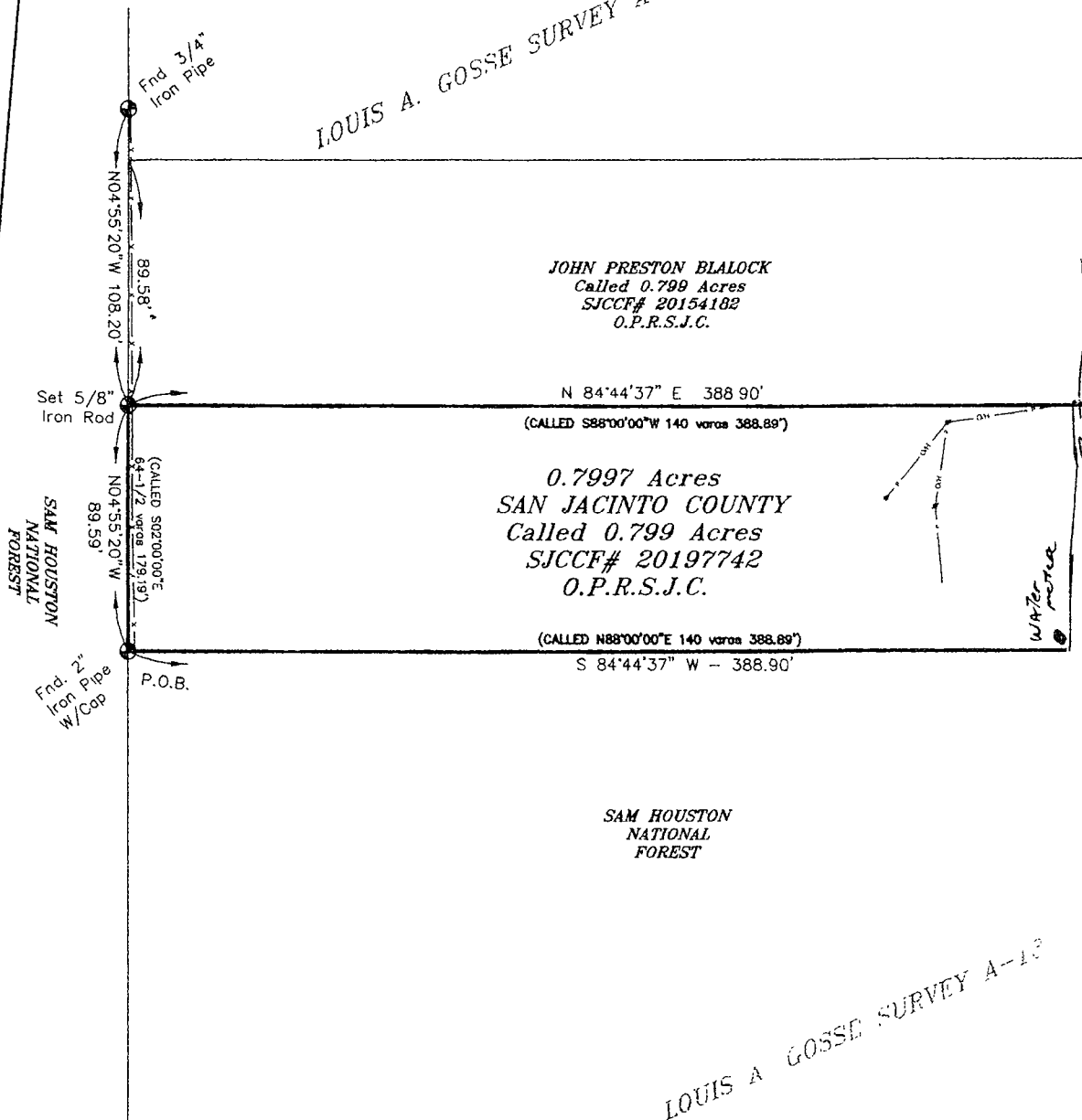


Exhibit D

PARTITION DEED

5450

THE STATE OF TEXAS X
COUNTY OF SAN JACINTO X

VOL 41 PAGE 122

KNOW ALL MEN BY THESE PRESENTS: This
indenture made by and between GLORIA ANN HALES of San Jacinto
County, Texas, and REBA NELL BLALOCK IVEY, of San Jacinto County, *Ret. Co*
Texas; *154 Bowen Rd Cleveland, Texas 77527*
A. N.

WITNESSETH:

That Whereas, the above named parties have and hold in
common the following described property lying and being situated
in San Jacinto County, Texas, to-wit:

BEING a part of the L. A. Gosse Survey in San Jacinto County,
Texas;

BEGINNING at the Southwest corner of Tom Bowen 40 acre tract;

THENCE N. 88 deg. E., 140 varas made corner in center of old Cold
Springs Road;

THENCE N. 02 deg. W., 64-1/2 varas, corner;

THENCE S. 88 deg. W., 140 varas intersect West line of Tom Bowen
40 acre tract, corner;

THENCE S. 02 deg. E., along said Bowen's West line, 64-1/2 varas
to the PLACE OF BEGINNING, and containing 1-3/4 acres of land;
and being the same land described in deed from Dave McSween and
Ella Neillene Meeks to Reba Nell Blalock, et al, dated February
12, 1969, recorded in Vol. 113, Page 109, Deed Records of San
Jacinto County, Texas, to which Deed reference is here made for
all purposes;

and said parties are desirous of making partition of same: It is
hereby covenanted, granted, concluded and agreed by and between
said parties and each of them covenants, grants, concludes and
agrees for himself, herself, themselves, his, her and their heirs
and assigns, that a partition of the said lands be made as follows,
viz:

First. The said GLORIA ANN HALES shall from henceforth
have, hold, possess and enjoy, in severalty, by herself and to her
and her heirs and assigns for her part, share and proportion of
the said lands and premises, all that certain tract or parcel of
land described as follows, to-wit:

BEGINNING at the Southeast corner of said 1-3/4 acre tract in the West line of road;

THENCE South 88 deg. West along South line of said 1-3/4 acre tract of land, 388.89 feet to the Southwest corner of said 1-3/4 acre tract;

THENCE North 2 deg. West along the West line of said 1-3/4 acre tract, 89.585 feet to stake for corner in same;

THENCE North 88 deg. East, 388.89 feet to stake in East line of said 1-3/4 acre tract;

THENCE South 2 deg East along said East line, 89.585 feet to the PLACE OF BEGINNING, being .7997 acres, more or less;

and the other party hereto does grant, release and confirm unto the said GLORIA ANN HALES, the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereunto belonging, unto the said GLORIA ANN HALES, her heirs and assigns, for ever. And the other party hereto does hereby bind herself, her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said GLORIA ANN HALES, her heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

Second. The said REBA NELL BLALOCK IVEY shall from henceforth have, hold, possess and enjoy in severalty, by herself and to her and her heirs and assigns, for her part, share and proportion of the said lands and premises, all that certain tract or parcel of land described as follows, to-wit:

BEGINNING at the Northeast corner of said 1-3/4 acre tract in the West line of road;

THENCE South 88 deg. West along the North line of same, 388.89 feet to the Northwest corner of said 1-3/4 acre tract;

THENCE South 2 deg. East along the West line of said 1-3/4 acre tract, 89.585 feet to stake for corner;

THENCE North 88 deg. East, 388.89 feet to stake in East line of said 1-3/4 acre tract;

THENCE North 2 deg. West, 89.585 feet along said East line to the PLACE OF BEGINNING, being .7997 acres, more or less;

and the other party hereto does grant, release, and confrm unto the said REBA NELL BLALOCK IVEY, the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereunto belonging, unto the said REBA NELL BLALOCK IVEY, her heirs and assigns, forever. And the other parties hereto does hereby bind herself, her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said REBA NELL BLALOCK IVEY, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this the 17th day of October, 1986.

FILED
RECORDED

1986 OCT 21 AM 11:00

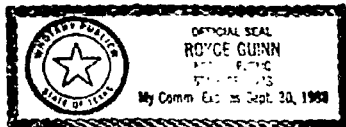
John C. Bailey
COUNTY CLERK
SAN JACINTO COUNTY TEXAS

Gloria Ann Hales
GLORIA ANN HALES

Reba Nell Blalock Ivey
REBA NELL BLALOCK IVEY

THE STATE OF TEXAS I
COUNTY OF LIBERTY I

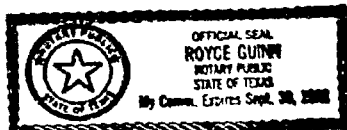
This instrument was acknowledged before me this the 17th day of October, 1986, by GLORIA ANN HALES.



Royce Guinn
NOTARY PUBLIC IN AND FOR THE STATE
OF TEXAS

THE STATE OF TEXAS I
COUNTY OF LIBERTY I

This instrument was acknowledged before me this the 17th day of October, 1986, by REBA NELL BLALOCK IVEY.



Royce Guinn
NOTARY PUBLIC IN AND FOR THE STATE
OF TEXAS

State of Texas
County of San Jacinto
I hereby certify that this instrument was filed in the
Public Records on this day and at the City of
Houston, Texas, and was duly acknowledged in the presence of
the Notary Public of San Jacinto County, Texas.

OCT 21 1986



Exhibit E

Mercy
WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY

Date Approved _____
 Service Classification _____
 Cost _____
 Work Order Number _____
 Eng. Update _____
 Account Number _____

Please Print DATE Aug 11, 2005APPLICANT'S NAME Robert Lee

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS FUTURE BILLING ADDRESS

154 Bowen RdCherokee, TNPHONE NUMBER - Home (423) 522-7427 Work (____) _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT 63 794747

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

Bowen Blvd Rd Subdiv 7

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____ HOUSEHOLD SIZE 1NUMBER IN FAMILY 1 LIVESTOCK & NO None

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.

Race/National Origin (Not of Hispanic Origin)

☒ WHITE☐ BLACK☐ AMERICAN INDIAN
OR ALASKAN NATIVE☐ ASIAN OR PACIFIC
ISLANDER☐ OTHER
(SPECIFY)☐ MALE
☐ FEMALE

EQUAL OPPORTUNITY PROGRAM
 Sheet 1 of 4

SERVICE APPLICATION AND AGREEMENT (CONT'D)

AGREEMENT made this 11 day of Aug, 1990,
 between Mercy Water Supply Corporation, a
 corporation organized under the laws of the State of Texas
 (hereinafter called the Corporation) and Hub & Luby,
 (hereinafter called the Applicant and/or Member)

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and 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.

The Board of Directors shall have the authority to 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.

If this agreement is completed for the purpose of assigning utility service as part of a rural domestic water and/or wastewater system loan project contemplated with the Farmers Home Administration, 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 either
 - (1) a new water system or
 - (2) expanding the facilities of an existing water system, the Applicant thereby 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

CONTINUED ON SHEET 3

SERVICE APPLICATION AND AGREEMENT (CONT'D)

Member, the monthly charges for such service as prescribed in the Corporation's published rates, fees, and conditions of service. 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 expenses, 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 and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/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 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 Corporation's authorized employees shall have access to the Member's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspection to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

In the event the total water supply is insufficient to meet all of the needs 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 by the Applicant of this agreement, Applicant hereby shall comply with the terms of said Program.

CONTINUED ON SHEET 4

SERVICE APPLICATION AND AGREEMENT (CONT'D)

The Member shall install at his own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, clean-outs, and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation.

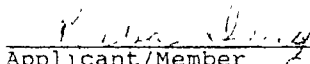
By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/Users of the Corporation, normal failures of the system, or other events beyond the 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 such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

By execution of this Service Application and Agreement, 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 water utility service under the terms and conditions of the Corporation's Tariff.

By execution of this Service Application and Agreement, 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 form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.


Applicant/Member

Witnesseth

Approved and Accepted

Exhibit F

CERTIFIED COPY

6087

225 PAGE 21

Form 1A-7-4423
(Rev. 4-77)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration
RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Elmer J. Weeks
hereinafter called "Grantor"), in consideration of \$1.00 and other good and valuable con-
sideration paid by Elmer J. Weeks (hereinafter called
"Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain,
sell, transfer, and convey to said Grantee, its heirs, assigns, and assigns, a perpetual easement with the right
to erect, construct, install, and lay and thereafter use, operate, in part, repair, maintain, replace and
remove a Water Pipeline over and across 2.44 acres of land, more particularly described in
instrument recorded in Vol. 41, Page 122, of the Public Records, San Jacinto
County, Texas, together with the right of ingress and egress over Grantors' 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 assign or use of the easement herein conveyed except
that when the pipeline(s) is installed, the easement hereby granted shall be limited to a strip of land 15'
in width the center line thereof being the pipeline(s) line.

LEAKS NOTE: ILLIGIBLE

The consideration recited herein shall constitute full and complete consideration for all damages sustained by Grantors
by reason of the installation of the pipeline(s) hereinafter described and the easement hereby granted. The easement
is in a state of good repair and maintenance and no damages will result from its use to
Grantors' premises. This Agreement together with other conditions 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 encum-
brances and liens except the following:

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 furnished as the condition of such assistance.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 21 day of
August, 1988.

Elmer J. Weeks

STATE OF
COUNTY OF

BEFORE ME, the undersigned a Notary Public in and for said County and State on this day per-
sonally appeared Elmer J. Weeks known to me to be the person(s)
whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (she)
(they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF August
1988.
Elmer J. Weeks
San Jacinto County

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Joyce Hogue, hereby certify that the instrument was FILED in the
Public Records on the date and at the time stamped herein by me
and was SANITIZED in the official Public Records of San Jacinto
County, Texas.

DEC 18 1995



JOYCE HOGUE
COUNTY CLERK
SAN JACINTO COUNTY TEXAS



A TRUE COPY I HEREBY CERTIFY
DAWN WRIGHT, COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

By J. Sward
DEPUTY CLERK
9/11/20 1 of 1 pgs

Exhibit G

NOTICE OF CONFIDENTIALITY RIGHT: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§
§
§

RESALE DEED

COUNTY OF SAN JACINTO

KNOW ALL MEN BY THESE PRESENTS that SAN JACINTO COUNTY for itself and as trustee for the use and benefit of SHEPHERD INDEPENDENT SCHOOL DISTRICT and SAN JACINTO EMERGENCY SERVICES DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of SEVEN THOUSAND TWO HUNDRED SIXTY-ONE TWO DOLLARS AND 58/100 (\$7,261.58), in hand paid by **ADRIAN I. RODZ** ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the SAN JACINTO COUNTY for itself and as trustee for the use and benefit of SHEPHERD INDEPENDENT SCHOOL DISTRICT and SAN JACINTO EMERGENCY SERVICES DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in **Cause No. D-9728-18 styled SAN JACINTO COUNTY VS. UNKNOWN HEIRS OF GLORIA ANN MEEKS, ET AL**, said property being described as:

TRACT 1- GEO: R46432

BEING 0.799 ACRES OF LAND, MORE OR LESS, OUT OF THE LOUIS A. GOSSE SURVEY, A-137, SAN JACINTO COUNTY, TEXAS, DESCRIBED IN A PARTITION DEED IN VOLUME (OR) 41, PAGE 122, OF THE DEED RECORDS OF SAN JACINTO COUNTY, TEXAS.
ACCOUNT R46432/0137-000-0010

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption, and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials).

- (d) compliance with applicable environmental laws, rules or regulations; and
- (e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b) GRANTEE has inspected the property and is relying solely on **her/his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c) that any information provided with respect to the property was obtained from a variety of sources, and
- (d) GRANTOR (1) has not made any independent investigation or verification of such information, and (2) does not make any representations as to the accuracy or completeness of such information
- (e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, **her/his** employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her/his** heirs, successors and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **her/his** heirs, successors and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after

Page 3 of 3
Resale Deed Cause No. D-9728-18

20202251

11281

Filed for Recording:
San Jacinto County

On: Apr 17, 2020 at 03:41P

As a
Recording Exempt

Document Number: 20202251

Amount .00

Receipt Number - 37539

By:
Jaelen Williams

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright hereby certify that this
instrument was filed in number sequence on the date
and time hereon by me, and was duly recorded in the
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas
as attested hereon by me on

Apr 17, 2020

Dawn Wright, County Clerk
San Jacinto County, Texas

Exhibit H

CORPORATION USE ONLY

Date Approved: _____
 Service Classification: _____
 Cost: _____
 Work Order Number: _____
 Eng. Update: _____
 Account Number: _____
 Service Inspection Date: _____

Mercy Water Supply Corporation

SERVICE APPLICATION AND AGREEMENT

Please Print

DATE

Aug 7, 2020

APPLICANT'S NAME

Adrian I. Rodz

CO-APPLICANT'S NAME

CURRENT BILLING ADDRESS

FUTURE BILLING ADDRESS

PO Box 359

New Caney, TX 77357

PHONE NUMBER - Home (281) 935-2623

Work ()

PROOF OF OWNERSHIP PROVIDED BY

DRIVER'S LICENSE NUMBER OF APPLICANT

TX DL 03096393

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

Being 0.7997 Acre of land, situated in the Louis A. Gosse Survey

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

A-137

San Jacinto County

ACREAGE

0.7997

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 (Specify) ☐ Male ☐ Female

EQUAL OPPORTUNITY PROGRAM

Page 1 of 5

AGREEMENT made this 7 day of Aug, between

Mercy Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and Adrian F. Ratz
(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.

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 expenses, 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 and/or wastewater 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 submeter water to any other persons, dwellings, businesses, or property, etc. is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than .25 % lead may be used for the installation or repair of plumbing on or after September 1, 2014, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow 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. 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.

X Adrian I. Rodz
Applicant Member

Aug 7, 2020
Date Approved

SERVICE REQUIREMENTS

1. All outside faucets must have a hose bib vacuum breaker Available at most hardware stores.
2. Here needs to be an air gap between lines connected to Mercy Water Supply Corporation and any private well.
3. Service line should be Schedule 40 PVC, SDR 21, or SDR 26.
4. Shut-Off Valve on the customer side of the water meter, preferable just outside the meter.
5. Water lines must be a least 9 feet from septic tank, field lines, or sewer lines
6. Plumbing facilities should contain no more than .25% lead and so solder or flux can contain more the 0.2% lead when water is used for drinking or preparing food.
7. One household per meter.

Please sign to acknowledge that you have read and understand this information.

X Adrian I. Rodz
Sign

Aug 7, 2020
Date

Member/Applicant Emergency/Repair Request Agreement

1. Adrian I. Rodz (name), the member, request that the Corporation notify the person(s) listed below, or turn off meter service.

In case of emergency contact:

1. Name: Elva Carreon

Phone: 832-341-9366

2. Name: Alejandra Rodz

Phone: 281-739-9855

3. Name: _____

Phone: _____

☒ YES ☐ NO

I hereby authorize the Mercy Water Supply Corporation personnel to **TURN OFF METER VALVE** in case of a leak or other type of emergency on my property

I also understand and acknowledge that the Corporation in under no obligation or liability to look for any leaks occurring on my property and that the Corporation may not know when or if a leak is on my property.

X Sign: Adrian I. Rodz

Date: Aug 7, 2020

Exhibit I

MS REBA IVEY
1611 BOWEN LOOP
CLEVELAND TX 77328

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Exhibit I

DeAnn Walker
Chairman

Arthur C. D'Andrea
Commissioner

Shelly L. Botkin
Commissioner

John Paul Urban
Executive Director



Greg Abbott
Governor

Public Utility Commission of Texas

8/24/2020

Ms Reba Ivey
c/o Mr John Blalock
1611 Bowen Loop
Cleveland TX 77328

RE: Complaint # CP2020080355

Dear Mr. Blalock:

The Customer Protection Division (CPD) of the Public Utility Commission of Texas received your informal complaint concerning Mercy WSC filed on 8/10/2020. Your complaint stated that you received a disconnection notice for Ms. Ivey's account on 8/05/2020 and the requested amount was paid but the service was disconnected on 8/10/2020. You also stated that Mercy WSC refused to reconnect the service and transferred the meter you were using to another customer. Mercy WSC now wants you to pay for another meter tap. CPD provided Mercy WSC notice of the complaint and required a response to your concerns.

According to the information provided by Mercy WSC, the account holder for the account in question, Ms Reba Ivey, is deceased. Mercy WSC confirmed that a disconnect notice had been issued for Ms. Ivey's account and that on 8/05/2020 you came into its office and paid the account balance. Later that same day, Mr. Adrian Rodz came into the office with the proper paper work stating that he was now the legal owner of the property located at 1601 Bowen Loop Cleveland TX 77328, which used to be part of Ms Ivey's property 1611 Bowen Loop Cleveland, TX 77328. Mercy WSC stated this was the first knowledge it had that the property had been seized by the county in or around 12/03/2019 for delinquent property taxes and sold at public auction. The service was cut off 8/10/2020 per the new owner's request, Mr. Rodz, and Ms. Ivey's account was issued a membership refund of \$200.00 also on 8/10/2020.

Because a new tap is required at your location and new service must be placed in your name, Mercy WSC requires you to fill out a new service application and agreement and provide proof of ownership in the form of a Deed of Trust stating you are the land owner. The cost for you to get service would be \$3,036.00. Mercy WSC provided the itemization of the cost as follows:



\$ 250.00 Membership
\$ 786.00 Tap Fee's
\$1000.00 Equity Buy In
\$1000.00 Road Bore

Please be advised that the Commission regulates the rates and services of investor-owned electric, water and local landline telephone utilities. The Commission has limited jurisdiction over Water Supply Corporations (WSC). WSCs are governed by an elected board of directors which establishes the WSC's respective utility rates, policies and procedures. You may dispute some of your additional concerns directly with Mercy WSC's Board of Directors or you may wish to address those via the Civil Courts, as the Commission's jurisdiction does not extend to civil disputes.

Although the Commission has limited jurisdiction, a customer may appeal the cost of obtaining service from a WSC by completing and filing a form which is available on our website at the following link: <http://www.puc.texas.gov/industry/water/Forms/Forms.aspx>. Once on our site, simply scroll down to the section titled Water Supply Corporation Appeal Form and click on the line "Appeal of the Cost of Obtaining Service from a Water Supply Corporation". A copy of the referenced form is enclosed for your convenience.

Thank you for the opportunity to address your concerns. If we can assist you with future utility concerns, please contact us toll free through our Customer Assistance Call Center at 1-888-782-8477.

Sincerely,

Maria Maribel Powers
Customer Protection Division
Public Utility Commission of Texas

Cc: Mercy WSC

Enclosure