

**WESTERN CASS WATER SUPPLY CORPORATION
PO BOX 150 – 1213 WEST HOUSTON ST
LINDEN, TX 75563**

WESTERN CASS WATER SUPPLY CORPORATION **WILL NOT TIE-IN WATER**

METER TO PRIVATE HOMES OR BUSINESS, NEW OR EXISTING

THE HOMEOWNER OR BUSINESS OWNER WILL NEED TO

HIRE A PLUMBER TO TIE INTO METER OR DO IT YOURSELF

ONCE METER IS SET YOU WILL START RECEIVING A BILL REGARDLESS OF

WHETHER OR NOT THERE IS ANY WATER USAGE

FIND ENCLOSED:

PRICE LIST OF WATER RATES

TCEQ REGULATORY GUIDANCE

LETTER OF CSI (CUSTOMER SERVICE INSPECTION) AND MAP

FOR LOCATION OF YOUR CUT OFF VALVE OUTSIDE METER BOX

BACKFLOW PREVENTION DEVICE (REQUIRED ON OUTSIDE FAUCETS)

THE FOLLOWING DOCUMENTS ARE REQUIRED WITH APPLICATION

1. DEED OF PROPERTY
2. DRIVER LICENSE OR ID CARD
3. EASEMENT WILL NEED TO BE SIGNED BY ALL PARTIES ON DEED THIS HAS TO BE NOTARIZED
4. A MEMBERSHIP WILL BE DUE WITH APPLICATION: **COST OF MEMERSHIP IS \$100.00 CASH, CHECK OR MONEY ORDER ONLY**

**IF ALL REQUIRED DOCUMENTION IS NOT RECEIVED WITH APPLICATION
THE APPLICATION WILL NOT BE ACCEPTED OR RETURNED BY MAIL**

**THANK YOU,
WESTERN CASS WATER SUPPLY CORPORATION**

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CORPORATION USE ONLY

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

**WESTERN CASS
WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE _____

APPLICANT'S NAME

CO-APPLICANT'S NAME

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (_____) _____ - _____ Work (_____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY

DRIVER'S LICENSE NUMBER OF APPLICANT

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

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

PROPERTY SIZE/ ACREAGE _____ SQUARE FOOTAGE OF RESIDENCE/STRUCTURE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

- White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander (Specify) Other Male Female

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, _____, between

Western Cass Water Supply Corporation, a corporation organized under the laws of the State of Texas

(hereinafter called the Corporation) and ~~X~~ _____

(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 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 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 July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

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

Witnesseth

X

Applicant Member

Approved and Accepted

Date Approved

PROPOSED CUSTOMER HOUSE LOCATION

In order to speed up the process of getting your water system under construction and avoiding less delays of going house to house to locate customers, we are asking your help in the location of your house or property where your meter is to be located.

PLEASE MARK WITH A STAKE INDICATING OF WHERE YOU WANT METER PLACED AT ROAD SIDE CLOSE TO DRIVEWAY

Please answer the following questions about the location of your house.

1. Your name and address of house where meter is to be located _____

2. Name or number of road you live on _____

3. If you live on a private road, name or number of main road your road extends from and approximate distance to the road. _____

4. Distance and direction from your house to nearest highway or county road intersection and name or number of intersection road. _____

5. Name, distance and direction of nearest town or community from your house _____

Indicate within the square the approximate location of your house or meter by drawing map in relation to the direction of your road and the intersecting road.

North

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Western Cass Water Supply Corp (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____

(SEAL)

Notary Public, State of Texas

WESTERN CASS WATER SUPPLY CORPORATION
WATER RATE FEES

Monthly Service Availability Charge

\$29.00 5/8" X 3/4" Meter

\$72.50 1" Meter

2" Meter Compound

\$116.00 High Volume Side

\$116.00 Low Volume Side

Plus, Regulator Fee and

Texas Community Environmental Quality Fee

In addition to the Service Availability charge, a gallonage charge shall be added at the

Following rates for usage during any one billing period.

RATES:

\$ 8.50 per thousand	0 up to 2,000 gallons
\$ 8.75 per thousand	2,001 up to 4,000 gallons
\$ 9.25 per thousand	4,001 up to 6,000 gallons
\$ 9.50 per thousand	6,001 up to 8,000 gallons
\$ 9.75 per thousand	8,001 up to 10,000 gallons
\$10.50 per thousand	10,001 up to 15,000 gallons
\$11.50 per thousand	15,001 up to 20,000 gallons
\$12.50 per thousand	20,001 up to 30,000 gallons
\$13.50 per thousand	30,001 up to 40,000 gallons
\$14.50 per thousand	40,001 up to 50,000 gallons
\$15.50 per thousand	50,001 gallons and up

BILLS MAILED 22nd of every month

Bills due by 10th of every month

Late Notices mailed 11th of the month

Payments can be made in person at our office lobby or drive-thru window
(cash, check, Money order or debit/credit card)

Payments can be mailed to: PO Box 150 Linden, Tx 75563
(check or money order)

Payments can be made online at: www.westerncasswsc.com

(Master Card, Discover and Visa)

Charge for Cards Payments: \$0.00 up to \$75.00 = \$2.50 (per transaction)

\$75.00 and above = \$3.95 % (per transaction)

SUBJECT: One Meter Per Residence Requirements

The following are excerpts from TCEQ rules. The number and letters in brackets indicate where the rules can be found in the Texas Administrative Code (30 TAC).

These rules apply to public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property.

[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each residential, commercial, or industrial service connection for the accumulation of water usage data. [290.44(d)(4)]

Connection- A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

Western Cass Water Supply Corporation
1213 West Houston Street – PO Box 150
Linden, Tx 75563
Phone: 903.756.8789
westerncasswater@windstream.net

Board Members:

Tommy Kessler, President

Jason Mitchell, Vice President

Gregg Fitts, Secretary/Treasurer

Charles “Tuffy” Cornet

Robert “Robby” Johnson

Randy Grubbs

Joy Langston

Dear Member:

After your lines have been installed, we require that you call the office of Western Cass Water Supply Corporation at 903.756.8789 to inform us that you are ready for Customer Service Inspection (CSI).

A Customer Service inspection must be conducted:

The Corporation requires that a customer service inspection certification be completed prior to proving continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members’ water distribution facilities. This inspection is limited to identification and prevention of cross connections, potential contaminant hazards and illegal lead materials(30 TAC 290.46(j)). See Tariff Section G.4,5).

Two most common cross connections are garden hose and toilet tanks

We will need to see where you separated from your well. Please do not cover this area
We require everyone to have a cut off valve installed in a box at least one foot outside the meter Box no more than three feet to pass inspection. The Diagram on the next page shows cut off valve Location. We ask that you do not cover these places since we are required to do a Customer Service Inspection (CSI). After you call, we will make an appointment, a representative will arrive for inspection.

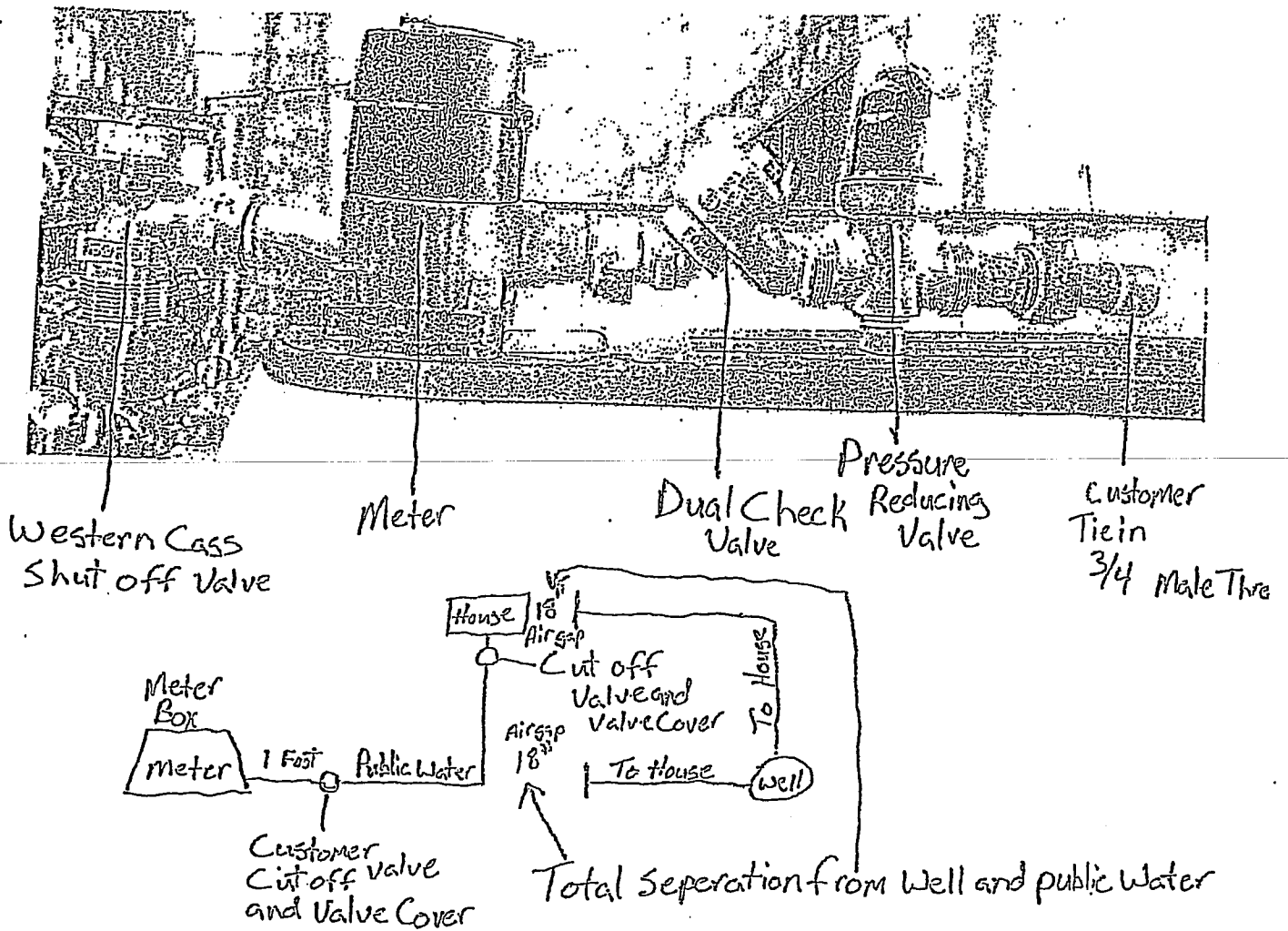
TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) REQUIRES THIS INSPECTION

If you have another water source such as a well, cistern, or reservoir, this source must remain isolated from the Western Cass Water Supply Corporation’s Water. There cannot be a physical connection between water sources. You cannot tee into your present source of water even if a valve is the line. You must isolate these sources as a separate system.

If you wish to have your present well at a backup system, the approved method is to utilize an “AIR GAP” method . See diagram on next page.

PLEASE FLUSH YOUR LINES THOROUGHLY TO REMOVE DEBRIS AND AIR

Sincerely,
Board of Directors



The member shall have a shut off valve at least one-foot outside the meter box, no more than five foot to pass inspection.

THERMAL EXPANSION - Anytime a one-way valve is installed on a service line (backflow preventer assembly, dual check, pressure reducing valve, swing check, etc) a closed system is created. A closed system prevents the release of thermal expansion. The member should check with a license plumber about thermal expansion.

BACKFLOW PREVENTION DEVICE/ASSEMBLY SELECTION CHART

Conditions Identified	AG	AVB	HBVB	PVBA	DCVA	RPBA
Health (H) or Non-Health (N)	H	H	H	H	N	H
Backpressure (BP) and/or Backsiphonage (BS)	BP and BS	BS	BS	BS	BP and BS	BP and BS
Continuous pressure allowed	NA	NO	NO	YES	YES	YES

Abbreviations used in the table:

AG - Air Gap

AVB - Atmospheric Vacuum Breaker

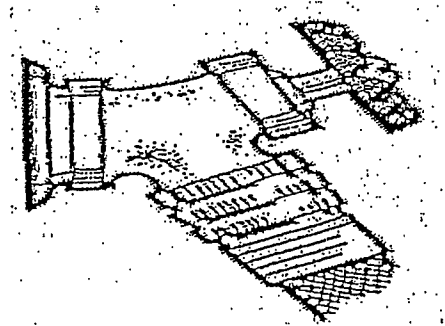
HB - Hose Bibb Vacuum Breaker

PVBA - Pressure Vacuum Breaker Assembly

DCVA - Double Check Valve Assembly

RPBA - Reduced Pressure Principle Assembly

TCEQ's Appendix F recommends - and all Plumbing Codes require - the installation of hose bibb vacuum breakers on all threaded outlets on new dwellings as part of condition for service. The requirement for hose bibb vacuum breakers should be included in your utility's own legal authority.



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Western Cass Water Supply Corporation
1213 West Houston Street – PO Box 150
Linden, TX 75563
Phone: 903-756-8789
westerncasswater@windstream.net

BOARD MEMBERS:

Tommy Kessler, President
Jason Mitchell, Vice-President
Greg Fitts, Secretary/Treasurer
Charles “Tuffy” Cornett
Robert “Robby” Johnson

Randy Grubbs
Joy Langston

I have received the following paperwork as a potential member of the Western Cass Water Supply Corporation.

Price List of Water Rates
TCEQ Regulatory Guidance
Letter of CSI (customer service inspection) and MAP
Backflow Prevention device (Required)

Print Name: _____

Potential Member Signature: _____

Date: _____

Witness: _____