

Yancey Water Supply Corporation



Forms to be completed and returned with items listed to the YWSC office to accomplish a Transfer of Membership. This meter/membership will reflect name as it is shown on deed. If it is incorporated see Item 10, documentation must be signed by authorized individual as reflected on Articles of Incorporation.

DOCUMENTS TO FILL OUT AND RETURN TO YWSC WITHIN 10 DAYS OF THE CLOSING AND TRANSFER OF WATER MEMBERSHIP ARE:

1. Service Agreement (sign and initialed on page 4 by all new owners);
2. Membership Transfer Authorization signed and notarized(to be taken to closing for signatures)
3. Easement signed and notarized (include the volume and page);
4. Emergency Request Form; (sign and initial)
5. Customer Service Inspection Form.
6. Thermal Pressure due to Hot Water Heaters.
7. Proof of ownership (copy of deed of title);
8. A plat of your property;
9. Copies of Drivers Licenses.
10. If you are incorporated we need a copy of the Articles of Incorporation;
11. \$40.00 Transfer Fee.
12. \$100.00 Membership Fee.
13. Payment Policy

An additional \$300.00 deposit will be assessed to account unless a Letter of Credit from another Utility is received within 30 days of change of ownership.

Please let us know if we can be of further assistance with your transfer.

YWSC is an equal opportunity provider.

YWSC es un proveedor de servicios con igualdad de oportunidades.

AGREEMENT made this ____ day of _____, 20____, between **YANCEY WATER SUPPLY CORPORATION**, a corporation organized under the laws of the State of Texas (hereinafter called the corporation) and _____, (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

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 and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing 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 plumbing 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 plumbing regulations. Per the 30 Texas Administrative Code (TAC) 344.51 (d), irrigation systems installed on properties served by an On site septic facility (OSSF) are deemed conduits to the known health hazard of the OSSF and are required to have reduced pressure principle backflow prevention assemblies (RPBAs) installed to protect against this health hazard, these devices must be tested annually. If the system was installed prior to 2009, then the existing backflow prevention method is allowed but, it must meet the annual testing requirement. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 8.0 % 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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 plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions.

(Initial) The Member agrees to notify the Corporation and DIG TESS (1-800-344-8377) prior to any digging or excavating on their property, there may be water lines located on or near the premises. Under Utilities Code title 5, Chapter 251, Texas Law requires individuals to notify Utilities at least 48 hours but no more than 14 days excluding weekends and holidays, prior to any digging or excavating. The Member agrees to pay any and all cost associated with the repair of any damage to the Corporation's main lines, equipment, and or facilities that result from the failure to give such notice.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Addendum:

Witnesseth

Applicant Member

Applicant Member

Approved and Accepted - YWSC

Date Approved

MEMBERSHIP TRANSFER AUTHORIZATION

TRANSFEROR HEREBY SURRENDERS MEMBERSHIP IN YANCEY WATER SUPPLY CORP.

WATER SERVICE RIGHTS GRANTED BY MEMBERSHIP AND OTHER QUALIFICATION HEREBY CEASE CONTINGENT UPON FURTHER QUALIFICATION OF THE TRANSFEREE IN ACCORDANCE WITH THE POLICIES OF YANCEY WATER SUPPLY CORP.

BY EXECUTION HEREOF, THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE MEMBERSHIP TRANSFER COMPLIES WITH THE TERMS OF ONE OF THE FOLLOWING ITEMS (1) THROUGH (4), THEREBY QUALIFYING FOR TRANSFER OF MEMBERSHIP IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

- (1) THE MEMBERSHIP IS TRANSFERRED WITHOUT COMPENSATION; OR
- (2) THE MEMBERSHIP IS TRANSFERRED AS A PART OF THE CONVEYANCE OF REAL ESTATE FROM WHICH THE MEMBERSHIP AROSE.

TRANSFEREE UNDERSTANDS THAT QUALIFICATION FOR MEMBERSHIP IS NOT BINDING ON THE CORPORATION AND DOES NOT QUALIFY MEMBER FOR CONTINUED SERVICE UNLESS THE FOLLOWING TERMS AND CONDITIONS ARE MET:

- (1) THIS MEMBERSHIP TRANSFER AUTHORIZATION FORM IS COMPLETED BY THE TRANSFEROR AND TRANSFEREE;
- (2) THE TRANSFEREE HAS COMPLETED THE REQUIRED APPLICATION PACKET;
- (3) ALL INDEBTEDNESS DUE THE CORPORATION HAS BEEN PAID;
- (4) THE TRANSFEREE DEMONSTRATES SATISFACTORY EVIDENCE OF OWNERSHIP OF THE PROPERTY DESIGNATED TO RECEIVE SERVICE AND FROM WHICH THE MEMBERSHIP ORIGINALLY AROSE; AND
- (5) ANY OTHER TERMS AND CONDITIONS OF THE CORPORATION’S TARIFF ARE PROPERLY MET.

SIGNATURE OF TRANSFEROR (SELLER)

SIGNATURE OF TRANSFEREE (BUYER)

SIGNATURE OF TRANSFEROR (SELLER)

SIGNATURE OF TRANSFEREE (BUYER)

MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)

TRANSFEROR'S NAME (SELLER)

TRANSFEREE'S NAME (BUYER)

TRANSFEROR'S NAME (SELLER)

TRANSFEREE'S NAME (BUYER)

FORWARDING ADDRESS

CURRENT ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

PHONE

PHONE

MEMBERSHIP/METER NUMBER _____

FINAL READING _____ READING DATE _____

PLEASE READ METER, AGREE ON THE READING AND BRING PAYMENT CURRENT AT THE TIME OF TRANSFER. BE SURE TO GIVE PAYMENT BOOK AND RATE CHART TO NEW OWNER.

LOCATION OF METER: _____

ACKNOWLEDGEMENT

The State of Texas
County of Medina

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ Day personally appeared _____ Known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledge to me that they executed the same for the purposes and consideration Therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

(SEAL)

Notary Public in and for
MEDINA COUNTY TX.

UNITED STATES DEPARTMENT OF AGRICULTURE

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 Yancey Water Supply Corporation, (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 use, operate, inspect, repair, maintain, replace, and remove water distribution 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 30' 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 30' in width the center line thereof being the pipeline as installed.

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:

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

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day 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 he (she) (they) executed the same for the purposes and consideration therein expressed.

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

(Seal)

Notary Public in and for
_____ County, Texas

YANCEY WATER SUPPLY CORPORATION
P. O. Box 127
Yancey, TX 78886
Phone: (830) 741-5264
FAX: (830) 741-8009

MEMBER Emergency Request Agreement

Member : _____
Account Number(s) _____
Physical Address of Service _____

Phone: (____) _____ - _____
Fax: _____
E Mail: _____

I, the member, request that the Corporation notify the person(s) listed below, **OR** turn off meter service, **IF I AM NOT AVAILABLE.**

In case of emergency contact:

- A. Name _____ Phone Number: _____
FAX: _____ E MAIL _____
- B. Name _____ Phone Number: _____
FAX: _____ E MAIL _____
- C. Name _____ Phone Number: _____
FAX: _____ E MAIL _____

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

I understand and acknowledge that the Corporation is 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.

It is also my understanding that under Utilities Code title 5, Chapter 251, Texas Law requires individuals to notify 1 800 DIG TESS at least 48 hours but no more than 14 days excluding weekends and holidays, prior to beginning excavation.

Cost to repair Yancey Water Supply Corporation water lines or equipment due to the failure to follow this requirement will become the responsibility of the member\excavator.

Member: _____ Date: _____

Member Designee: _____ Date: _____

**NOTICE
TO HOMEOWNERS AND
CERTIFIED CUSTOMER SERVICE INSPECTORS**

Yancey Water Supply Corporation (hereinafter called utility) hereby notifies all Certified Customer Service Inspectors and homeowners that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) concerning construction and renovation of and additions and modifications to private plumbing facilities. Due to a September 2000 rule change, the only persons now authorized to perform a customer service inspection are **Plumbing Inspectors, Water Supply Protection Specialists, and holders of current professional certificates** (including water operators) who have completed a commission approved CSI course and passed a TCEQ exam. On the reverse side of this form is a list of certified CSI licensed individuals in Medina County.

Yancey WSC has adopted the Standard Plumbing Code as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and Certified Customer Service Inspector certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No Direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air-gap or an *appropriate backflow prevention assembly* in accordance with the state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross-connection between the public drinking water supply and a private water system or well exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 8.0% lead exists in the private plumbing facilities installed on or after July 1, 1998.
5. No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities installed on or after July 1, 1998.
6. No plumbing fixture is installed which is not in compliance with the states approved plumbing code.

All new services will be classified as temporary and subject to cancellation. Members will (Initial) have 90 days from date of initial member signature to complete and return this document.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility may inspect all private plumbing facilities.

Signature of Homeowner

Date

Signature of Certified CSI

Date

Certified CSI's Name and License No. (Please Print)

THERMAL PRESSURE DUE TO HOT WATER HEATERS

Yancey Water Supply Corporation installs dual check valves on all meter installations to prevent backflow of water from the customer's side of the meter back in to the Yancey Water Supply Corporation's water mains for health and safety reasons. This also prevents electric water heaters from draining and burning up heating elements. Installation of the dual check valve **does** create a **closed system on the customer side of the water meter**. If you are building a new home or doing renovations be sure your plumber **is aware** that you have a closed system. Hot water heaters can create **dangerously** high-pressure due to thermal pressure.

You have several options to guard against this becoming a hazard.

- 1) Make sure your hot water heater is equipped with a **T&P valve**. (Temperature and Pressure Valve). **Never plug a leaking T&P valve**. **T&P valves** should be vented to a drain or vented thru the wall. **T&P valves need to be periodically checked.**
- 2) Install a ballcock with built in relief valve in the toilet tank furthest from the hot water heater.
- 3) Install a **hose bibb relief valve** on an outside hose bibb.
- 4) Install an auxiliary (Bleeder) **pressure relief valve** for thermal expansion relief.
- 5) Install a potable water expansion tank on the cold-water inlet **before the hot water heater**.

It is the recommendation of Yancey Water Supply Corporation that the member install a pressure relief valve on their lines.

Discuss the above options with your plumber.

Please sign and return this form and return for our records.

Thank You!

Name of Meter Holder

Signature

Address

Area Code/Telephone Number

City, State, Zip Code

Meter Number

YANCEY WATER SUPPLY CORPORATION
P O BOX 127, YANCEY, TX 78886
PHONE 830-741-5264 FAX 830-741-8009
SCOOTER MANGOLD - GENERAL MANAGER

PAYMENT POLICY

- 1** PAYMENT IS DUE ON THE FIRST DAY OF EACH MONTH; HOWEVER YOU HAVE UNTIL THE 15TH TO PAY WITHOUT PENALTY. PAYMENT RECEIVED OR POSTMARKED THE 16TH OR AFTER WILL BE CHARGED A \$15.00 LATE FEE. THE BILLS INCLUDE BOTH THE CURRENT AMOUNT DUE AND THE AMOUNT DUE IF PAID AFTER THE 15TH.
- 2** DISCONNECTION NOTICES ARE SENT OUT AFTER THE 15TH. YWSC IS NOT RESPONSIBLE FOR MAIL SERVICE.
- 3** IF PAYMENT IS NOT RECEIVED BY THE SPECIFIED DATE ON THE DISCONNECTION NOTICE, WATER WILL BE DISCONNECTED UNTIL ALL CHARGES AGAINST THE METER ARE PAID. THIS INCLUDES WATER CHARGES, PENALTIES, DAMAGES AND LOCK FEES.
- 4** IF SERVICE IS DISCONNECTED, A \$50.00 LOCK FEE WILL BE CHARGED.
- 5** A METER THAT HAS BEEN LOCKED FOR NON-PAYMENT, OR ANY REASON, AND IS OUT OF SERVICE FOR THREE TO NINE MONTHS, WILL COST THE FULL MEMBERSHIP FEE PLUS MONTHLY CHARGES AND ANY DEBT OWED AGAINST IT TO REINSTATE THE MEMBERSHIP.
- 6** ALL WATER REGISTERED ON THE METER MUST BE PAID FOR. THERE IS A \$35.12 MONTHLY MINIMUM IF THE METER IS NOT BEING USED. THERE IS AN AUTOMATIC METER READ CHARGE OF \$5.00 EACH MONTH UNTIL \$300.00 HAS BEEN COLLECTED FOR EACH METER.
- 7** THERE IS A \$30.00 SERVICE CHARGE ON ALL RETURNED PAYMENTS. WATER WILL BE DISCONNECTED IF RETURNED PAYMENTS AND SERVICE CHARGES ARE NOT RECEIVED IN 10 DAYS.
- 8** IN THE EVENT YOU SELL YOUR PROPERTY, YOU MUST NOTIFY YWSC AND SIGN THE NECESSARY FORMS TO TRANSFER THE METER TO THE NEW OWNER. ALL CURRENT CHARGES MUST BE PAID BEFORE THE METER CAN BE TRANSFERRED TO THE NEW OWNER.
- 9** IF YOU RENT YOUR PROPERTY, YOU ARE THE OWNER/MEMBER AND ARE RESPONSIBLE FOR PAYMENT OF THE WATER BILL. THE ACCOUNT WILL REMAIN IN YOUR NAME; ALTHOUGH YOU MAY REQUEST IN WRITING THAT THE BILL BE MAILED TO THE RENTER.
- 10** IF YOU RENT YOUR PROPERTY, WE CAN NOT CHARGE THE RENTER A WATER DEPOSIT. OWNER/MEMBERS ARE TOTALLY RESPONSIBLE FOR ANY DEBT ON THEIR METERS.

I HAVE READ AND UNDERSTAND THE PAYMENT POLICY AS SET OUT ABOVE.

NEW MEMBER SIGNATURE

DATE

NEW MEMBER SIGNATURE

DATE