

Kings Point Water Supply Corporation Installation and Membership Fees

The Kings Point Water Supply Corporation (KPWSC) will provide water service to your new residence. Attached is the application form. Please complete and submit this form, along with a check for membership and installation fees, to KPWSC, 650 Kings Point Drive, Canyon Lake, TX 78133.

Membership Fee. At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

The Membership Fee for water service is \$100.00 for each service unit.

Installation Fee. The Corporation shall charge an installation fee for service as follows.

Standard Service shall include:

Tap fee - all current labor and materials necessary to provide individual metered water

Engineering fee

Legal fee

Customer service inspection fee

Administrative costs

Any additional site-specific equipment or appurtenances necessary to provide water service.

A standard service installation fee of \$975.00 shall be charged on a per tap basis for all new builds.

A standard service processing fee of \$40.00 shall be charged on a per tap basis for all new accounts already having meters on their property.

Monthly Charges.

Base Rate - Water Service - The monthly charge for standard metered water service is \$50.00 per month.

Gallage Charge - In addition to the Base Rate, a gallage charge shall be added at the following rates for usage during any one (1) billing period.

Water:

\$ 1.00 per 1,000 gallons for 0 to 20,000 gallons

\$ 2.00 per 1,000 gallons for 20,000 gallons to 40,000 gallons

\$ 3.00 per 1,000 gallons for 40,000 gallons to 60,000 gallons

\$ 4.00 per 1,000 gallons for 60,000 gallons to 80,000 gallons

\$ 5.00 per 1,000 gallons for 80,000 gallons and above

**SECTION H:
STANDARD SERVICE APPLICATION PACKET**

Kings Point Water Supply Corporation Service Application and Agreement Form (USDA RUS-TX
Bulletin 1780-9 (Rev.5/2017))

Kings Point Water Supply Corporation Non-Disclosure Form

CORPORATION USE ONLY

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

KINGS POINT WATER SUPPLY CORPORATION

STANDARD SERVICE APPLICATION AND AGREEMENT

NEW CONSTRUCTION _____ TRANSFER OF MEMBERSHIP (purchase of property with existing service) _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO APPLICANT'S NAME _____

BILLING ADDRESS:

SERVICE ADDRESS

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

EMAIL ADDRESS(ES) _____

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

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

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

AGREEMENT made this _____ day of _____, _____,

between the Kings Point 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),

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. The applicant can view or download a copy of the Tariff on the Kings Point Water Supply Corporation website.

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

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

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 air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply. e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

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.

The Applicant shall accept electronic communication as equivalent to written communication as allowed by existing or future state law, for Corporate notifications, including but not limited to emergency water supply restrictions, service interruptions, and drought contingency restrictions. The Applicant shall be responsible for keeping the Corporation informed of his/her current email address.

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

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

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

Applicant Member

Approved and Accepted

Date Approved