



M-DWSC

PO Box 130, Millersview, TX 76862

Phone 325-483-5438

mdwsoffice@centex.net

m-dwsc.com

Water Meter Service Packet Instructions

- **NEW SERVICE INSTALLATION FEES:** This form is for a new water tap. If more than one person is named on the deed, it is preferred that all named persons sign the form. However only one signature is necessary. All signatures on this form MUST be notarized.
- **MEMBERSHIP TRANSFER AUTHORIZATION:** This form is to transfer a meter account that is already established to a new owner. **The account number must be written on this form!** If the account number is unknown to you please call the office and we can assist you. If M-DWSC receives the packet without the Account number we cannot transfer the meter account. This form must be completed by both the Transferor (Seller) and the Transferee (Buyer). A good time to this is at closing because both parties are usually there, and there is a notary present to notarize all forms. Ultimately it is the Transferee's (buyer's) responsibility to make sure the packet gets to M-DWSC. We always try to do a smooth transfer which cost nothing for either party, but, if we do not get the packet back in a timely manner it can cause the buyer to have to pay an \$850.00 reconnect fee. All signatures on this form MUST be notarized.
- **RIGHT OF WAY EASEMENT:** It is imperative that this form be filled out correctly. At the top of the easement the names must be put in exactly as they appear on the deed. For example, if the deed shows that the owners of the property are Hot Lips Hoolihan and Hawkeye B. Pierce, then the names must appear exactly the same on the easement. The signature must match the deed as well. You cannot sign H.L. Hoolihan and H.B. Pierce, or Hot L. Hoolihan and Hawk B. Pierce – If the easement is incorrect, then the application (or transfer) will not be complete, and this could affect your ability to receive a meter. In addition, there is a place on the easement for Volume and Page number or Instrument number of the filed deed. These must be written in for the easement to be completed. The signatures on this form MUST be notarized.
- **SERVICE APPLICATION:** Again the names on this form must match exactly as they appear on the deed. The application needs to be signed by all persons whose names appear on the deed. The signatures on this form must be notarized.
- **SERVICE AGREEMENT:** This form has two pages, both of which need to be completed in their entirety. The first page needs the date and your name to correspond to the agreement. The second page has an area for you to sign stating that you have read the agreement in its entirety and agree to the terms stated within. The signatures on this form MUST be notarized.
- **RELINQUISHMENT AGREEMENT:** This form has an area for your name and date when the agreement was signed. The signatures on this form MUST be notarized.
- **PRIVACY REQUEST:** This form is optional, but it will protect your information from being released to anyone who is not authorized to receive such information. This form does not need to be notarized.
- **METER PLACEMENT FORM:** This form is to assist us in locating your property and the location that you wish your meter to be installed. The more completely you fill out this form, the easier it will be for us to install the meter in your desired location. At the bottom of the form there is an area for to draw a basic map of your property and desired location for the meter.

*****Very Important*****

In addition to a correctly completed packet, we must also have a copy of the filed deed showing ownership of the property where the meter will placed. The application / transfer will not be complete until we have a copy of the deed.

Please make sure to enclose it.



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Membership Transfer Authorization

Transferor (Current Member) hereby surrenders Membership in the M-DWSC by execution of this Membership Transfer Authorization. Water Service rights granted by Membership and other qualifications hereby cease contingent upon further qualification of the Transferee in accordance with policies of the M-DWSC.

Further, this Transfer shall not become effective until the Current Member or Transferor has paid all amounts due the Corporation for this account.

By execution hereof, the undersigned hereby acknowledge that the Membership Transfer complies with the terms of one of the following items thereby qualifying for transfer of Membership in accordance with the laws of the state of Texas.

1. The membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
2. The membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
3. The membership is transferred without compensation or by sale to the corporation; or
4. The membership is transferred as a part of the conveyance of real estate from which the membership arose.

Transferee understands that the qualification for membership is not binding on the Corporation and does not qualify member for continued water service unless the following terms and conditions are met: (All must be returned to the Corporation)

1. This Membership Transfer Authorization Form is completed by the Transferor and the Transferee; and
2. The transferee has completed the required application packet
3. All indebtedness due the Corporation has been paid: and
4. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the membership originally arose (Filed Warranty Deed)
5. Any other terms and conditions of the Corporation's Water Tariff are properly met

ACCOUNT # _____

Transferor(s) signature or Seller(s): _____

Printed name(s) of Transferor or Seller(s): _____

Forwarding Address: _____ City _____ State _____ Zip _____ Phone _____

Transferee(s) signature or Buyer(s): _____

Printed name(s) of Transferee or Buyer(s): _____

Address: _____ City _____ State _____ Zip _____ Phone _____

ACKNOWLEDGMENT

State Of Texas

County of _____

Before me, a Notary Public, did personally appear: _____ and he or she did acknowledged to me that he or she did execute the foregoing in and for said purposes.

Given Under My Hand and Seal of Office on this the _____ Day of _____, _____.

(Notary Seal)

Signature – Notary Public



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Privacy Request

You can now request that personal information contained in our utility records not be released to unauthorized persons.

The Texas legislature enacted a bill September 1, 1993, allowing non-profit water supply corporations to give their customers the option of making the customers address, telephone number, and social Security number confidential. To request this service, simply complete the form below and return it to this office. Your response is not necessary if you don't want this service.

We Must Still Provide This Information Under Law To Certain Persons. We must provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, waste water, sewer, gas, garbage, electricity, or drainage service for compensation. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the corporation's voting members, or their agents or attorneys, in connection with any meeting of the Corporation's members.

Yes, I want to make sure personal (Address, Telephone Number, And Social Security Number) Confidential.

Name of Member

Account #

Address

City

State

Zip

Telephone Number(s)

Signature(s)



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Rate structure

(Meter Fee) Minimum: 0 Gallons \$92.00

Plus water usage *(see below)*

1-3,000 gallons = \$7.00 per thousand gallons

3,001 – 15,000 gallons = \$8.50 per thousand gallons

15,001 gallons and over = \$9.50 per thousand gallons

***A monthly meter fee will be charged to customer's account regardless of water use. Even if the customer has not connected their line to the meter.

New Installation (Meter) \$3,300.00

Membership Fee \$200.00

Total for New Tap \$3,500.00

Service Fee \$100.00

After hours Service Fee \$200.00 (including weekends and holidays)

Reconnect \$102.00

Reconnect after 90 days \$850.00

Transfer and Reconnect for New Customer \$850.00



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Relinquishment Agreement

Name (as on Application/Service Agreement) _____

I understand and agree that upon installation of water line metering equipment onto my property that the line, and all equipment thereon are and shall remain the property of M-DWSC.

I relinquish any and all claims to possession of said line and/or equipment.

Further, the Corporation may use said line and/or equipment as desired, including further extension and serving of further customers/members.

I do not and shall not, expect reimbursement for M-DWSC or other persons who may become customers/members and become connected to waterlines, which were originally installed expressly for service to my property.

Signature _____

Signature _____

ACKNOWLEDGMENT

State Of Texas

County of _____

Before me, a Notary Public, did personally appear: _____ and he or she did acknowledged to me that he or she did execute the foregoing in and for said purposes.

Given Under My Hand and Seal of Office on this the _____ Day of _____, _____.

(Notary Seal)

Signature – Notary Public



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Right of Way Easement

Know all men by these presents that _____, (hereafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by M-DWSC (hereafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, it's 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 lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customer, under, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, or instrument # _____ 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 20' 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 20' 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 construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenance, 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 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 line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payments in full for all the damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in the 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 land and said lands are free and clear of all encumbrances 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 the Title VI of the Civil Rights Acts 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 _____, _____

Signature _____ Signature _____

ACKNOWLEDGMENT

State Of Texas
County of _____

Before me, a Notary Public, did personally appear: _____ and he or she did acknowledged to me that he or she did execute the foregoing in and for said purposes. Given Under My Hand and Seal of Office on this the _____ Day of _____, _____.

(Notary Seal)

Signature Notary Public



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Service Agreement page 1

Agreement made this the _____ day of _____, _____ between Millersview-Doole Water Supply Corporation, a corporation organized under the law of the State of Texas (hereinafter called the Corporation) and _____ (Hereinafter called Applicant and/or Member.)

Witness: The Corporation shall sell and deliver water service to the Applicant and Applicant shall purchase and receive water service from the Corporation in accordance with the Bylaws and the Water 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 for 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 Water Tariff and upon the terms and conditions set forth therein, a copy of which has been made available for examination and shall be provided for a nominal COPY fee and appropriate mailing costs, at the request of the member.

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 water service as part of a rural domestic water system loan project contemplated with the Farmers Home Administration and/or the Texas Water Development Board an applicant shall pay an Indication of Interest Fee in lieu of Membership Fee for the purposes of determining the number of taps to be considered in the design and the number of potential ratepayers considered in determining the financial feasibility of constructing either a new water system or expanding the facilities of an existing water system, the Applicant thereby agrees to obtain and utilize 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. Applicant further agrees to pay, upon becoming a Member, the impact fee, and monthly water charges for 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 Fee and/or Impact Fee. In addition to any Fees forfeited, the Corporation may assess a lump sum of \$300 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said the Corporation as a part of this project deems location infeasible, the Applicant shall be denied Membership in the Corporation and the Fees, fewer 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 and indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

All water shall be metered by meters to be furnished and installed by the Corporation, the meter and/or connection is for the sole use of the Member or customer and is to serve water to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell or sub-meter water to any other person(s), dwelling(s), business(s), and/or property, etc. is prohibited.

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.

The Member shall install at his own expense a service line from the water meter to the point of use. Including any customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than .25% lead or solders and flux that contain more than .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. 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 device. 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 installation of an air-gap or a reduced pressure-zone backflow prevention device. No connection allowing water to be returned to the public drinking water supply is permitted.

The Water System will maintain a copy of this agreement as long as the Member and/or the premises are connected to the Water System. The Member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

Service Agreement page 2

The Water System shall notify the Member in writing of any cross connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection. The Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System. If the Member fails to comply with the terms of the Service agreement the Water System shall at its option, 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 Customer.

By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line 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.

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 the Member's premises at all 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 at all reasonable times for the purpose of inspecting for possible violations of the Corporation's Policies or the rules and regulations as set forth by the State of Texas for public drinking water facilities. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

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 Water Tariff.

By execution of the Service Application and Agreement, Applicant agrees that noncompliance 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 forms required shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Signature _____

Signature _____

ACKNOWLEDGMENT

State Of Texas

County of _____

Before me, a Notary Public, did personally appear: _____ and he or she did acknowledged to me that he or she did execute the foregoing in and for said purposes.

Given Under My Hand and Seal of Office on this the _____ Day of _____, _____.

(Notary Seal)

Signature – Notary Public



M-DWSC

Service Application

PO Box 130, Millersview, TX 76862

Phone 325-483-5438

mdwsoffice@centex.net

m-dwsc.com

Name(s) as appear on Deed: _____

Billing Address: _____

Home Phone #: _____ Alternate Phone#: _____

Copy of Deed, Trust or Will attached Number of acres served by this meter: _____

Check all that apply

House with _____ residents, or Business on property livestock _____ Seasonal use only

Special Service Needs: _____

Does this Property currently have a well? Y / N

The above information is true to my knowledge. I am aware that a single meter service one house and / or livestock. I shall not extend service, creating a dual hook-up with adjacent properties, dwellings, nor businesses, and I shall not cause a cross connection with water which is not from M-DWSC, nor any non-potable water supply.

This application is not completed until I have furnished proof of ownership of the property where the service is requested, I have supplied the Corporation with an Easement, a Relinquishment Agreement, and the Service Agreement. Completion of the Application and all the necessary paperwork, payment of required Fees and Installation Cost, does not guarantee service availability and installation of the Corporation's equipment.

I am aware of the rules and policies pertaining to termination and re-instatement of service. Further, I understand (1) I will be charged for and shall pay for any and all water passing through the meter whether I receive benefit from said meter in the normal and customary manner or whether it goes through the meter due to any leak on my side. (2) No amount of the monies paid [Installation, Membership Fees, Impact Fees, Water Bills] is/are a deposit, and no amount of the monies paid to M-DWSC is refundable (once service availability has been established) nor shall these funds be applied to a final bill.

Application, and all additional required paperwork must be signed by all parties as appears on the deed, the Executor of an Estate, or the Trustee of a Trust.

Signature _____

Signature _____

ACKNOWLEDGMENT

State Of Texas

County of _____

Before me, a Notary Public, did personally appear: _____ and he or she did acknowledged to me that he or she did execute the foregoing in and for said purposes.

Given Under My Hand and Seal of Office on this the _____ Day of _____, _____.

(Notary Seal)

Signature – Notary Public



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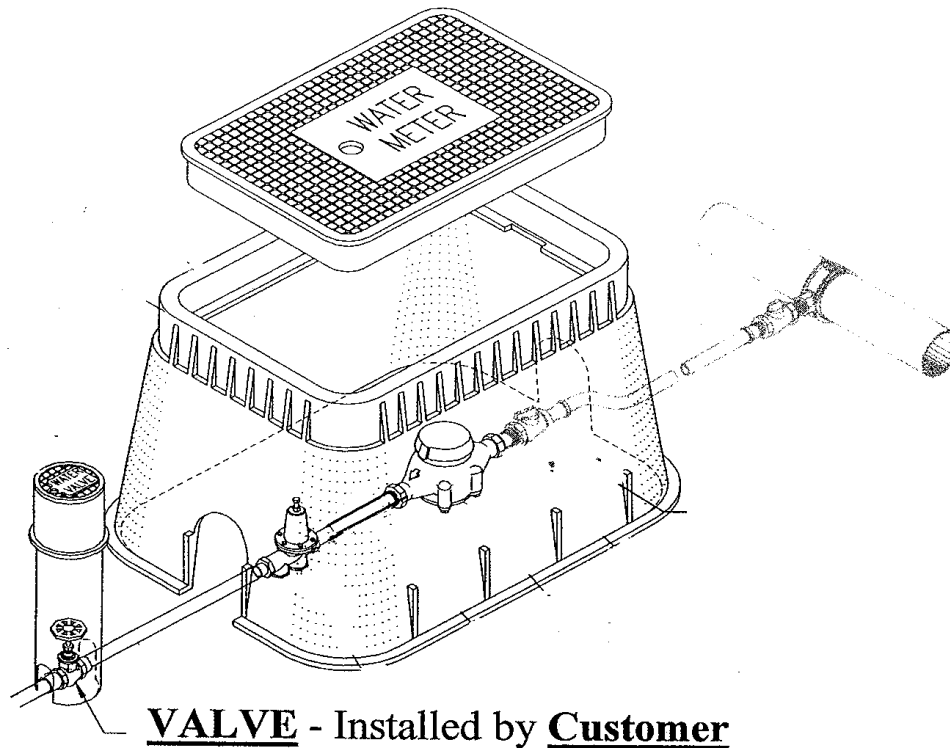
Phone 325-483-5438

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Mandatory Shut Off Valve

All M-DWSC customers are required to install a shut-off valve with in two feet of M-DWSC's Utility Water Meter. The M-DWSC meter and valve are strictly for Water utility use ONLY.



VALVE - Installed by **Customer**

WATER SERVICE METER