

(FILL OUT BLUE INK ONLY)

**GUM SPRINGS WATER SUPPLY CORP.
SERVICE APPLICATION AND AGREEMENT**

CORPORATION USE ONLY

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

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS: _____ SERVICE ADDRESS: _____

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

EMAIL: _____ EMAIL BILL: YES [] NO [] BANK DRAFT: YES [] NO []

PROOF OF OWNERSHIP PROVIDED BY _____

TITLE COMPANY USED FOR CLOSING _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

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

PREVIOUS OWNER'S NAME AND ADDRESS

ACREAGE _____ HOUSEHOLD SQUARE FT: _____

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

AGREEMENT made this _____ day of _____, _____, between

Gum Springs 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),

Witnessed:

The Corporation shall sell and deliver water and/or wastewater 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 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. Plumbing installed after January 4, 2014 bears the expected labeling indicating <0.25% lead content. If not properly labeled, please provide written comment.
- 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.

Applicants understand by signing this application Gum Springs Water Supply Corporation conducts business with landowners only. If this is a rental property, the landowner is responsible for all current and past due bills and/or damages if renter leaves owing a debt to Gum Springs WSC.

Members are to make meter boxes accessible to the Corporation's personnel. Members MAY NOT obstruct access to the meter box with plants, shrubs, trees, concrete, fences etc. There must be a 6ft clearance to the meter box. If the meter box is obstructed by a fence, the member must move the fence at least 6ft to provide unobstructed access. The Corporation has the right to pull the meter, without notice, until the obstruction has been cleared and the Corporation's personnel can access the meter box.

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 five pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnessed

Applicant Member

Approved and Accepted

Date Approved by Corporation

GUM SPRINGS WATER SUPPLY CORPORATION
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 Gum Springs 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 lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, or Document No. _____ Harrison 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, 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 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 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 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 Grantors' 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 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.

This easement is subject to the provisions of the 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____.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRISON.

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)

Harrison County, Texas.
(Notary Public in and for)

GUM SPRINGS WATER SUPPLY CORP

MY NEW MEMBER PACKET

1. BILLS RECEIVED BY THE 1ST OF THE MONTH OR CALL.
2. PAYMENTS DUE BY THE 10TH OF EACH MONTH.
3. LATE FEES ADDED ON OR AROUND THE 11TH OF EACH MONTH.
4. SECOND/LATE BILL ON OR AROUND THE 11TH.
5. CUT OFFS 7 DAYS AFTER LATE BILLS.
6. METER READING ARE MID MONTH (15-18).
7. BILLS MAILED OUT ON OR AROUND 23RD.
8. DISCUSS PAYMENT PROCEDURES.
9. BANK DRAFTS ARE PULLED ON OR AROUND THE 10TH OF EVERY MONTH.
10. IF OUT OF STATE ID MUST PROVIDE VALID COPY OF A TEXAS ID/DRIVER LICENSE WITHIN 30 DAYS.
11. REQUIRED FILED WARRANTY DEED FROM HARRISON COUNTY CLERK THAT IS POSTED FOR PUBLIC RECORDS. GUM SPRINGS WATER SUPPLY GIVES YOU 60 DAYS TO BRING THIS INFORMATION BACK TO THEM. ON THE 61ST DAY GUM SPRINGS WATER SUPPLY WILL DISCONNECT YOUR SERVICE UNTIL YOU BRING IN YOUR FILED DEED FROM HARRISON COUNTY COURTHOUSE.
12. EASEMENT.
13. RATE SHEET.
14. IS PROPERTY A RENTAL? IF YES FILL OUT AND EXPLAIN ALTERNATE BILLING AGREEMENT FOR RENTERS
15. GSWSC ONLY CONDUCTS BUSINESS WITH LANDOWNERS. LANDOWNERS ARE RESPONSIBLE FOR ALL DEBTS OWNED, INCLUDING DEBT LEFT BY A RENTER.

BY SIGNING THIS, I ACKNOWLEDGE THAT I RECEIVED THE INFORMATION ABOVE AND THAT IT WAS EXPLAINED BY THE EMPLOYEE BELOW.

FROM _____ (GUM SPRINGS EMPLOYEE)

ACKNOWLEDGEMENT SIGNATURE

DATE

GUM SPRINGS WATER SUPPLY CORPORATION

Effective January, 1, 2022

SERVICE BASE RATES

METER SIZE	MONTHLY RATE
5/8' X 3/4"	\$26.00
1"	\$65.00
1 1/2"	\$130.00
2"	\$208.00
3"	\$416.00
6"	\$1,625.00

WATER USAGE RATES

Gallons charge – In addition to the Service Base Rate, a gallon usage charge shall be added at the following rates for usage during any one (1) billing period. The rates below are for 5/8"x3/4" meter only.

Water:

- \$2.50 per 1,000 gallons for any usage over 0 gallons to 2,000 gallons
- \$4.00 per 1,000 gallons for any usage over 2,001 gallons to 6,000 gallons
- \$4.50 per 1,000 gallons for any usage over 6,001 gallons to 10,000 gallons
- \$5.00 per 1,000 gallons for any usage over 10,001 gallons to 20,000 gallons
- \$5.50 per 1,000 gallons for any usage over 20,001 gallons to 30,000 gallons
- \$6.25 per 1,000 gallons for any usage over 30,001 gallons to 40,000 gallons
- \$7.00 per 1,000 gallons for any usage over 40,001 gallons to 50,000 gallons
- \$7.75 per 1,000 gallons for any usage over 50,001 gallons and up

MONTHLY SERVICE FEES

Late Charge – 10% of bill

OTHER FEES

- After Hours Fees - \$100.00
- Data Log - \$50.00
- History Report Fee \$5.00
- Membership Fee - \$100.00
- Meter Test Fee - \$50.00
- Reconnect Fee - \$100.00
- Return Check Fee - \$50.00
- Service Trip Fee - \$25.00
- Damaged meter box and lid \$35.00
- Other Equipment Damage Fee – Depends on type of damage caused

Signature _____ Date _____

GUM SPRINGS WATER SUPPLY CORPORATION

P.O. BOX 750
HALLSVILLE, TEXAS 75650
(903) 660-3420
FAX: (903) 668-1088

*A non-profit cooperative
corporation organized
under the laws of the
State of Texas
Chartered March 25, 1966*



Dear Customer,

We are pleased to welcome you as a member to Gum Springs Water Supply Corporation!

Water meters are read on or around the 15th of the month and bills are mailed to customers on or around the 23rd of the month.

Payments are due by the 10th of each month. After the 10th, unpaid bills are charged a 10% penalty on current charges only. On or around the 11th of each month, a past due water bill will be mailed. This bill gives you seven additional days to pay. If it is not paid at that time, your water meter will be locked and a \$100.00 reconnect fee will be charged. In addition to your past due water bill, you must pay the reconnect fee in cash to have your meter turned back on.

We offer the following methods of payment:

1. You may have your bill **automatically drafted** through Gum Springs WSC from your financial institution. To set this up please stop by Gum Springs WSC.
2. You can pay **online with credit/debit card** via our website at gswsc.com. Select the green bar at the right of page that says "Bill Payment". It will direct you to another green bar that says "Pay Your Bill Now". That will take you to where you can register and begin paying your bill online.
3. You can **mail** your payment to the above mailing address.
4. You can stop by our **office with cash, check or money order** located at 714 Mt. Pleasant Road (CR 3505), north of Highway 80 between Longview and Hallsville.
5. If after-hours/holidays please use the **drop box** by our drive thru window located at our office mentioned above.
6. GSWSC only conducts business with landowners. Landowners are responsible for all debts owed, including debt left by a renter.

If you do not receive your water bill by the first of the month, please contact our office so we can let you know the amount of your bill. Also, should there be a change in address please let us know so service will not be interrupted.

Attached to this letter, please find a copy of our basic rates. We look forward to doing business with you.

Sincerely,
The Board of Directors
Gum Springs Water Supply Corp.

GUM SPRINGS WATER SUPPLY CORPORATION

Effective January, 1, 2022

SERVICE BASE RATES

METER SIZE	MONTHLY RATE
5/8' X 3/4"	\$26.00
1"	\$65.00
1 1/2"	\$130.00
2"	\$208.00
3"	\$416.00
6"	\$1625.00

WATER USAGE RATES

Gallons charge – In addition to the Service Base Rate, a gallon usage charge shall be added at the following rates for usage during any one (1) billing period. The rates below are for 5/8"x3/4" meter only.

Water:

- \$2.50 per 1,000 gallons for any usage over 0 gallons to 2,000 gallons
- \$4.00 per 1,000 gallons for any usage over 2,001 gallons to 6,000 gallons
- \$4.50 per 1,000 gallons for any usage over 6,001 gallons to 10,000 gallons
- \$5.00 per 1,000 gallons for any usage over 10,001 gallons to 20,000 gallons
- \$5.50 per 1,000 gallons for any usage over 20,001 gallons to 30,000 gallons
- \$6.25 per 1,000 gallons for any usage over 30,001 gallons to 40,000 gallons
- \$7.00 per 1,000 gallons for any usage over 40,001 gallons to 50,000 gallons
- \$7.75 per 1,000 gallons for any usage over 50,001 gallons and up

MONTHLY SERVICE FEES

Late Charge – 10% of bill

OTHER FEES

- After Hours Fees - \$100.00
- Data Log - \$50.00
- History Report Fee \$5.00
- Membership Fee - \$100.00
- Meter Test Fee - \$50.00
- Reconnect Fee - \$100.00
- Return Check Fee - \$50.00
- Service Trip Fee - \$25.00
- Damaged meter box and lid \$35.00
- Other Equipment Damage Fee – Depends on type of damage caused

There is a monthly minimum of the monthly rate plus TCEQ fees even when meter is not being used.

ALERT SYSTEM CONSENT

I, _____, give Gum Springs Water Supply
 Print Name

Corporation authority to sign me up on their website alert system. I understand that if I choose text message alerts that a fee may be charged by my cellphone service provider.

Cellphone Number: _____ Cellphone Number: _____

-----OR-----

Email: _____

Signature

Date
