

Talty Water Supply Corporation
Mailing Address: PO Box 890, Forney, Texas 75126
972-552-4422
Office Located At: 12475 Windy Lane
Office Hours: 9:00 a.m. To 4:00 p.m. Monday through Friday

MEMBERSHIP TRANSFERS

ALL OF THE FOLLOWING MUST BE SUBMITTED BEFORE THE MEMBERSHIP WILL BE TRANSFERRED. INCOMPLETE OR PARTIAL PAPERWORK WILL NOT BE ACCEPTED!!

- 1. MEMBERSHIP TRANSFER PACKET COMPLETED AND SIGNED**
- 2. SIGNED COPY OF WARRANTY DEED OR DEED OF TRUST**
- 3. NOTARIZED MEMBERSHIP TRANSFER AUTHORIZATION SIGNED BY BOTH SELLER AND BUYER**
- 4. BALANCE DUE ON ACCOUNT PAID (ACCOUNT WILL NOT BE TRANSFERRED UNTIL BALANCE IS PAID). IF THE ACCOUNT BALANCE IS NOT PAID THE ACCOUNT WILL BE LIQUIDATED AND THE BUYER WILL BE REQUIRED TO PAY A \$100.00 MEMBERSHIP FEE PRIOR TO SERVICE BEING ESTABLISHED IN THE BUYERS NAME.**
- 5. CUSTOMER SERVICE INSPECTION CERTIFICATION MUST BE COMPLETED AND ON FILE IN THE TALTY WSC OFFICE FOR ALL NEW CONSTRUCTION. EXISTING PROPERTIES WITH CUSTOMER SERVICE INSPECTION CERTIFICATIONS ON FILE THAT ARE DATED MORE THAN 10 YEARS AGO WILL REQUIRE A NEW INSPECTION PRIOR TO THE ESTABLISHMENT OF PERMANENT SERVICE.**
- 6. \$50.00 PROCESSING FEE**

TALTY WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Account Number: _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____

FUTURE BILLING ADDRESS: _____

PHONE NUMBER – Primary (_____) _____ - _____ Secondary (_____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____ CO-APPLICANT _____

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

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

ACREAGE _____

HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____

LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

E-Mail Address: _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

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

Talty 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 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.

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 sub meter 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 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 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 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 a 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

Applicant Member

Approved and Accepted

Date Approved

MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the Talty WSC by execution of the following document. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Talty WSC.

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 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 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:

- (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 Membership Certification has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

Signature of Transferor

Signature of Transferee

Transferor's Name

Transferee's Name

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

Account Number _____ Final Reading _____ Final Bill _____ Reading Date _____

Location of Meter _____

Note: A Processing Fee is charged to the Transferee for each transfer.

Transferor may be due a refund of the Membership Fee and Transferee understands that he/she must place on deposit a refundable Membership Fee with the Corporation. Transferor must contact Talty WSC office PRIOR to closing to request the refund or Membership Fee will be forfeited.

ACKNOWLEDGEMENT

The State of Texas
County of Kaufman

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 foregoing 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

_____ County, Texas

Commission expires _____

**YOU CAN NOW REQUEST THAT PERSONAL
INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED
PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

THERE IS NO CHARGE FOR THIS SERVICE.

TO REQUEST THIS SERVICE:

Simply complete the form at the bottom of this page and return it to:

Talty WSC
P.O. Box 890
Forney, TX 75126

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still 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 to 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, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

~~Detach And Return This Section~~

OPTIONAL FORM

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

WARNING! WARNING! WARNING!

SOME HOMES IN THE TALTY WSC SERVICE AREA HAVE DUAL CHECK VALVES INSTALLED AT THE METER. THE PURPOSE OF INSTALLING A DUAL CHECK VALVE AT YOUR WATER METER IS TO HELP PREVENT ALL BACKFLOW FROM ENTERING THE WATER SYSTEM. IF YOU HAVE A POP OFF VALVE AT YOUR HOT WATER HEATER, YOU SHOULD NOT HAVE ANY PROBLEM. BY INSTALLING A DOUBLE CHECK VALVE ON YOUR METER, YOUR HOME HAS LOST THE THERMAL EXPANSION CAPABILITIES THAT WERE PRESENT BEFORE. CHECK WITH YOUR PLUMBER TO MAKE SURE THAT YOU'R HOT WATER HEATER IS PROTECTED.

THE PURPOSE OF SIGNING THIS FORM IS VERIFICATION THAT YOU HAVE BEEN NOTIFIED OF THIS PRACTICE. IF YOU HAVE ANY QUESTIONS PLEASE GIVE OUR OFFICE A CALL OR A LICENSED PLUMBER CAN ANSWER YOUR QUESTIONS.

Account Number

Signature of Member

Date

**TALTY WATER SUPPLY CORPORATION
PO BOX 890
FORNEY TX 75126
972.552.4422**

BACKFLOW PREVENTION
TESTING

The Texas Commission on Environmental Quality (TCEQ), which is the regulatory agency governing Talty W.S.C., requires that the public water supply be protected from outside contamination. To ensure this protection, Talty W.S.C. requires that all irrigation systems be equipped with a testable dual check valve assembly appropriate for the irrigation system in use as well as moisture sensors. All irrigation systems are to be tested upon installation by a TCEQ Licensed Backflow Inspector and the original test provided to the Talty W.S.C. office.

It is also the policy of Talty W.S.C. to require an annual backflow test on all irrigation systems to insure continued protection of the water supply. Inspectors must register with the Talty WSC office. When providing a test form, please include a copy of the inspector license and current gauge certifications.

FAILURE TO COMPLY WITH THE RULES OF TALTY WATER SUPPLY CORPORATION WILL RESULT IN TERMINATION OF SERVICE. A DISCONNECTION FEE WILL BE CHARGED IF SERVICE IS TERMINATED. SERVICE WILL REMAIN DISCONNECTED UNTIL SUCH TIME THAT COMPLIANCE IS MET AND ALL OUTSTANDING BALANCES DUE TO THE CORPORATION ARE PAID IN FULL.

Member Signature

Account Number

Date

Talty Water Supply Corporation
Mailing Address: PO Box 890, Forney, Texas 75126
972-552-4422
Office Located At: 12475 Windy Lane
Office Hours: 9:00a.m. To 4:00p.m. Monday Thru Friday

WATER RATES FOR STANDARD RESIDENTIAL METERS

<u>Usage</u>	<u>Base Rate</u>	<u>Rate Per 1000 GI</u>
0 to 2000 GI	\$21.00 per month Flat Rate	N/A
2001 to 10000 GI	\$21.00 per month	<i>Plus</i> \$4.25/1000 GI (\$ 34.00)
10001 to 15000 GI	\$21.00 per month	<i>Plus</i> \$4.50/1000 GI (\$ 22.50)
15001 to 30000 GI	\$21.00 per month	<i>Plus</i> \$6.50/1000 GI (\$ 97.50)
30001 to 50000 GI	\$21.00 per month	<i>Plus</i> \$7.50/1000 GI (\$150.00)
50001 and up	\$21.00 per month	<i>Plus</i> \$8.50/1000 GI

Minimum Rate for meters larger than 5/8 X 3/4 are listed in Section G: Rates and Fees of the Corporation Tariff.

MEMBERSHIP TRANSFER

Membership transfer requires proof of ownership. To transfer service, the account must be paid in full, the prevailing transfer fee paid and the seller and buyer must execute a Membership Transfer Authorization form to transfer the membership. It is the **responsibility of the seller and buyer** to contact the office when transferring service to prevent an interruption in service. If seller does not comply, the Corporation has the right to discontinue service to the property, disconnect and remove the meter.

FEES FOR SERVICE

Alternate Billing Fee	15.00
Membership Fee	100.00
Equity Buy-In Fee	3,060.00
Capital Improvement Fee	1,500.00
Membership Equity	1,000.00
Meter Set Fee (Includes Tap)	450.00
Meter Placement Fee	235.00
Processing Fee	50.00
Late Fee	20.00
Service Trip Fee	50.00
After Hours Fee	50.00
Road Bore and/or Road Crossing (Estimated minimum)	1,000.00
Customer Service Inspection	60.00

TO REPORT A LEAK OR LOSS OF WATER PRESSURE - CALL 469-446-0504

BILLING PROCEDURES

The meters are read on or around the 20th day of each month. The bills are mailed on or before the first of each month. The bills are due upon receipt. Payment must be received by the office no later than the 15th day of the month or postmarked by the US Postal Service by this date to avoid a Late Fee. **Payments received or postmarked after the 15th day of the month will be assessed a Late Charge.**

If payment is not received by the 15th of the month a Disconnect Notice will be sent. If payment is not received by the due date on the Disconnect Notice, service will be disconnected. **US POSTAL POSTMARK DOES NOT APPLY TO RECEIPT OF PAYMENT FOR DISCONNECTS.** If service is disconnected the account will be assessed a DISCONNECT/RECONNECT Fee. If reconnection after 5 pm is necessary an After Hours Fee will also be charged to the account. To reconnect the water service the account balance must be paid in full including the DISCONNECT/RECONNECT FEE, AFTER HOURS FEE as well as any outstanding charges on the account.

I have received a copy of this sheet for my records.

Signed: _____

FARMERS HOME ADMINISTRATION
(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 TALTY 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 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.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the installed 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 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 structure 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:

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 WHTNESS 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_____.

Notary Public in and for _____ County, Texas

TALTY WATER SUPPLY CORPORATION
P.O. BOX 890
FORNEY TX 75126
OFFICE 972.552.4422 FAX 972.552.2338

November 16, 2011

Dear Talty WSC Members and Renters,

The Federal Trade Commission has mandated that utility providers develop a specific policy to aid in the detection and prevention of identity theft. This policy is the Red Flag rule and will go into effect October 1, 2009.

When requesting assistance with your water account you will be required to provide identification in order to allow us to serve you. It is necessary that I collect this personal information from each member and renter to update our records. Please complete this form and return it with copies of your driver's license. You may mail the form to the address above or drop it off directly at the office located at 12475 Windy Lane in Forney. Keep in mind that beginning October 1, 2009 if you are unable to provide the requested identification the staff will be very limited as to the information about your account that they may disclose.

Thank you for your cooperation and assistance in the collection of this information. If you should have any questions, please contact the business office or visit the web-site at TaltyWSC.com.

Respectfully,

**PLEASE RETURN COMPLETED FORM TO TALTY
WATER SUPPLY CORPORATION**

Lori Wilson
Office Manager

Account Number (as shown on utility bill)

Service Address

Billing Address

Main E-mail Address

Primary Phone Number

Additional Phone Number

Primary Name

Primary SS# (last 4 digits) or Tax ID

Primary Drivers License #

Additional Name

Additional SS# (last 4 digits) or Tax ID

Additional Driver's License #

Primary Signature

Additional Signature

For more information on the Red Flag rule visit <http://www.ftc.gov/bcp/edu/pubs/business/alerts/alt050.shtm>