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Non-Standard Developer Packet

March 2019

Table of Contents

1. Checklist – Single Tap..... 4
2. Checklist – Master Meter..... 5
3. Section C. – Definitions..... 6 - 8
4. Section F – Developer, Subdivision, and non-standard service requirements.... ... 9 - 14
5. Section G – Rates and Service Fees..... 15- 20
6. Forms and Information Sheet.....21 - 22
   a. Service Application and Agreements..... 23 - 27
   b. Easement.....28 - 29
   c. Release of Personal Information.....30
   d. Member Designee Form……31
   e. Water Service Agreement……32 - 36
   f. Moisture Meter..... .....37 - 38
   g. Consumer Agreement (between KWSC and Consumer) .....…39 - 40
   h. Consumer Agreement (between the Consumer and Contractor) .....41 - 42

CHECKLIST
Single Taps

1. The consumer shall provide KWSC a completed Service Application/Agreement and Water Service Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.

2. Consumer applying for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

3. The consumer shall provide KWSC a completed Non-Standard Service Contract said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract can be found in Section F Developer, Subdivision and Non-Standard Service Requirements.

4. The terms by which the Corporation shall administer the Applicant's project with respect to:

    a) Design of the Applicant's service facilities;
    b) Contractors/Sub Contractors must be approved by KWSC prior to signing the Consumer/Contractor Agreement and prior to any construction.
    c) County approval of any septic system prior to installation within the property being developed
    d) Proof of general liability insurance of $500,000.00
    e) Proof of workman's compensation coverage, to include sub-contractors.
    f) Securing and qualifying bids
    g) Must provide the necessary easements from property owners
    h) Pre-construction meeting with KWSC, Consumer and Contractor/Sub Contractor.
    i) Inspecting construction of facilities; and
    j) Testing facilities and closing the project.

CHECKLIST
Master Meter Taps

1) The consumer shall provide KWSC a completed Master Meter Form and a Service Application and Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.

2) A preliminary plat and a fee of $600.00 must be submitted to Kempner WSC to be forwarded to our Engineers for a hydraulic study, this plat must indicate the design of the developer/sub divider's service facilities to include the following information: (amended 5/18/2011)

   a. outline of streets, and tract boundaries, either by tract numbers or lots and blocks, drawn to scale indicating lot sizes from a survey of the entire proposed subdivision/development to include elevations.
   b. location of water lines, meters, flush valves, hydrants, and visible easements and/or right of ways,

3) KWSC's Engineers will submit to the consumer a cost estimate of the job and any recommended changes or improvements to the system.

4) The consumer must produce the following for final approval of said subdivision/development:

   a. written approval from the county, city or proper authority accepting the said subdivision,
   b. must include county approval of any septic system prior to installation within the development. The contractors must be approved by KWSC prior to signing a contract between the contractor and developer/sub divider and prior to construction
   c. contractors must be approved by KWSC prior to signing a contract between the contractor and developer/sub divider and prior to construction,
   d. signed contract between the consumer and the developer,
   e. cost estimate of material needed to complete the water distribution i.e., pipe, valve, bores, casing, taps, etc.,
   f. proof of general liability insurance of $500,000.00,
   g. proof of workman compensation coverage, to include sub-contractors,
   h. must provide necessary easements from property owners,
   i. KWSC will require a final plat showing the roads, cul-de-sac and utility easements that shall be recorded with in the county the subdivision/development is located in.

5. Consumer must submit a written request to be placed on the Agenda for final approval. The deadline for this request must be in KWSC's office by the 3nd Tuesday or each month.

6. Prior to construction the Consumer, Contractor and KWSC will have a pre-construction meeting.

7. KWSC will perform pressure checks and take required samples of the installed system. No tie-in will be allowed until negative samples are returned, and system is completely installed.

8. Before permanent service is provided to any subdivision/development an "as-built" plat indicating the water system distribution.

Kempner WSC Tariff
Section C
A Partial List of Definitions

As Built Plat -- A final plat indicating the permanent location of all water lines, meters, flush valves, hydrants, right of ways and easements.

Development -- Any property, improved or divided to place houses or mobile homes whether for sale of rent by a developer, whether for public or private development.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water connections on a single contiguous tract of land [as defined in Section 13.2502 (e)(1) of the Texas Water Code].

Developer/Sub-divider Service Application and Agreement -- A written agreement between the developer/sub-divider and the Corporation defining the specific type of service requirements and responsibilities of each party required before service is furnished.

Easement – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The easement will be filed in the real property records of the appropriate county or counties. Kempner WSC discourages the construction, placement or installation of any structures, landscaping, driveways, entrances or personal property on an easement located in public right of way or on private property. Replacement of any damaged or destroyed items or structures will be the member's responsibility; unless the Corporation causes damage beyond its easement or into private property from the states or county's right of way.

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax appraisal maps, access to public road(s), number and size of lots, location of dedicated water easements, and location(s) of lakes, streams, or rivers through the property. The Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating subdivision service requests, the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hydrants -- fire hydrants will only be placed on 6" mains or larger. Hydrants and flush valves are used for flushing and quality control of the system.

Master Metered Accounts -- An account metered for one-member owner/customer, one-member corporation or business to service residential multi-unit apartments, residential structures, or mobile home parks. When authorized by the Corporation, a ¾" master metered account will be billed at 2 times the monthly rate. This is in addition to the water usage charge. Master metered accounts with meters larger than ¾" will be billed by their equivalent in size to the standard ¾" meters. The member owner must execute with KWSC a Master Meter Service

Agreement, which is set by the Bylaws and Tariff of the corporation. (Amended 2/16/11) (Amended 02/20/2013-

Non-Standard Service -- is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 2. c. (4) of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-standard Service Applicant prior to providing service.

Preliminary Plat -- A survey drawn to scale to indicate streets, right of ways, location of utilities, lot and block sizes or tract boundaries and elevations.

Proof of Ownership – For the purpose of this Tariff, Applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (Texas Water Code Section 67.016(d))

Service Application and Agreement – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished.

Subdivide – To divide the surface area of land into lots or tracts.

Sub-divider – An individual, firm, Corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Texas Local Government Code Section 232.021(12) Definitions)

Subdivision – An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved Tariff is on file at the Corporation office and as required by law at the State office of the PUC.

SECTION F.
DEVELOPER, SUBDIVISION, AND. NON-STANDARD SERVICE REQUIREMENTS

1. SECTION F. DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

Part I. General Requirements. This section details the requirements for all types of non-standard service requests.

1. ***Purpose -*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs.

   For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

2. ***Application of Rules -*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 50 feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

   This Section sets forth the general terms and conditions pursuant to which the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

3. ***Non-Standard Service Application -*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:
   A. The Applicant shall provide the Corporation a completed Non-Standard Service Application. The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
   B. A final plat (see Tariff Definition Section- Final Plat) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

   NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.

C. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G of this Tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.

D. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity, service may be extended provided that:
    1) The service location is not in an area receiving similar service from another retail Corporation;
    2) The service location is not within another retail Corporation's Certificate of Convenience and Necessity; and
    3) The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment).

4) ***Design -*** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:
    A. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
    B. The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F 3c.
    C. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
    D. The Corporation's engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted an application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.
    E. The Corporation's engineer will determine the fire flow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors.

5) ***Non-Standard Service Contract -*** Applicants requesting or requiring Non-Standard Service **may** be requested to execute a written contract, drawn up by the Corporation's Attorney (see example Section I Sample Forms), in addition to submitting the Corporation's Non-Standard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:
    A. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
    B. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

C. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
D. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
E. Terms by which the Corporation shall administer the Applicant's project with respect to:
F. Design of the Applicant's service facilities;
G. Securing and qualifying bids;
H. Execution of the Service Contract;
I. Selection of a qualified bidder for construction;
J. Dispensing advanced funds for construction of facilities required for the Applicant's service;
K. Inspecting construction of facilities; and
L. Testing facilities and closing the project.
M. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
N. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
O. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

6. ***Construction of Facilities by Applicant Prior to Execution of Service Contract*** – The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

7. ***Dedication of Water System Extension to Corporation***

A. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the "Facilities"), the Facilities shall become the property of the Corporation. The Facilities shall thereafter be owned and maintained by Corporation subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the Corporation.
B. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

8. ***Property and Right-of-Way Acquisition*** – With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:
If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant.

A. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as including road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
B. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
C. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

9. ***Bids for Construction*** **–** The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall accept development accordance with the following criteria:
A. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
B. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

10. Insurance, Performance and Payment Bonds
A. The Contractor shall provide adequate certificates of insurance to include workman's compensation coverage as required by the Corporation.
B. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation.
C. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water license, OSHA competent person training, and other licenses /certificates as required to complete the project).

11. ***Pre-Payment for Construction and Service*** **–** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Non-Standard Service Contract.

12. Construction
A. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves /casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
B. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
C. Construction plans, and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

PART II. Request for Service to Subdivided Property

This section contains additional requirements for Applicants that are developers as defined in Section C Definitions.

1. ***Sufficient Information*** **-** Applicants shall provide the Corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.
   A. Completion of requirements described in Section F Part I, including completing the *Non-Standard Service Application*.
   B. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
   C. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.

2. ***Service within Subdivisions*** **–** The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water service (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.

   The Applicant must provide the following in addition to all other information otherwise required by this Section:

   A. Map and legal description of the area to be served using map criteria in 16 TAC 24.105(a)(2) (A-G)).
      1) Time frame for:
      2) Initiation of service
   A. Service to each additional or projected phase following the initial service
   B. Detailed description of the nature and scope of the project/development for initial needs.
   C. Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
   D. Flow and pressure for anticipated level of fire protection requested, including line size and capacity
   E. Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
   F. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
   G. Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

   Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of

capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.105(a)(2) (A-G). It is important that the Applicant's written request be complete. A complete application by the Applicant should include:

A. the proposed improvements to be constructed by the Applicant;
B. a map or plat signed and sealed by a licensed surveyor or registered professional engineer;
C. the intended land use of the development, including detailed information concerning the types of land uses proposed;
D. the projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out;
E. a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
F. a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant should respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. In any case, the Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.

3. Final approval – Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

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SECTION G.
RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as stated shall be non-refundable.

1. ***Service Investigation Fee -*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted, and the results reported under the following terms:
   A. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
   B. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
      1) provide cost estimates of the project,
      2) to present detailed plans and specifications as per final plat,
      3) to advertise and accept bids for the project,
      4) to present a Non-Standard Service Contract to the Applicant, and
      5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)

2. ***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.
   A. The Membership Fee for water service is $200.00 for each service unit.
   B. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence.

3. ***Easement Fee -*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E 3., Section F 8. b.)

4. ***Installation Fee -*** The Corporation shall charge an installation fee for service as follows:
   A. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water or wastewater service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
   B. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
   C. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E 3e of this Tariff.

5. ***Equity Buy-In Fee -*** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction of the Corporation's facilities capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

Sample Calculation:

Total Contributions and Assets of the Corporation minus (-)
Accumulated Depreciation minus (-)
Outstanding Corporation Debt Principle minus (-)
Developer Contributions minus (-)
Grants received divided by
Total Number of Members / Customers equals = Average Net Equity Buy-In Fee

Meter Installation – Straight Set (no line extension, no road crossing)

Single Dwelling or Single Non-Residential Business Connection

Size	Meter Tap Fee	Impact Fee	Membership Fee	Engineering Fee	Total
3/4"	$650.00	$1,000.00	$200.00	$25.00	$1,875.00
1"	$900.00	$1,667.00	$200.00	$25.00	$2,792.00
1 1/2"	$1,725.00	$3,333.00	$200.00	$25.00	$5,283.00
2”	$3,800.00	$4,200.00	$200.00	$25.00	$8,225.00

Larger than 2” meters will be handled on a case by case basis

Developers have the following options for establishing new service.

Pay ½ of the total fee and pay remaining ½ of total fee when buyer obtains membership. Pay ½ of the total fee and customer obtaining membership pay remaining ½ of total fee. Developer pay full total fee for new service.

Customers obtaining membership can choose to finance all but the membership fee for 1 year at 5% interest.

6. ***Line Extension Reimbursement Fee –*** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the initial capital outlay to extend service to that area

7. ***Monthly Charges***
   A. **Base Rate**
      1) Water Service - The monthly charge for standard metered water service is for a 3/4” meter. The 3/4” meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

METER	3/4" MONTHLY SIZE	MONTHLY RATE
3/4"	1.0	$67.50
1"	2.5	$168.75
1 1/2"	5.0	$337.50
2"	8.0	$540.00

   B. **Gallonage**
      1) billing period. $ 3.15 per 1,000 gallons
         a) Bulk Water Rate $3.60 per 1000 gallons

2) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 7. Monthly Charges of this Tariff. (16 TAC 291.76(d))
3) The Corporation, as a part of its billing process, collects voluntary contributions on behalf of the Bell, Lampasas, Coryell and Burnet County Voluntary Fire Departments.

8. ***Assessment –*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment of indebtedness for the year's operations. (See Article XVIII of USDA Model Bylaws, Section 1)
9. ***Late Payment Fee -*** Once per billing period, a penalty of $20.00 shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing but shall be applied to any unpaid balance during the current billing period.
10. ***Returned Check Fee –*** In the event a check, draft, or any other similar instrument is given by a person, firm, Corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of $30.00.
11. ***Reconnect Fee -*** The Corporation shall charge a fee of $100.00 during service hours and $150.00 after service hours for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E 6.b. Re-Service.
12. **Service Trip Fee -** The Corporation shall charge a trip fee of $50.00 if collected at the door on lock day or if have to go to address at customer request for leak for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services.
13. **Pressure Reducing Valves (PRV)** - Service Trip Fees are also charged for the instillation or repair of Pressure Reducing Valves (PRV) at customers request along with the cost of the PRV. KWSC only charges the cost of the PRV. The current cost is $65.00 or $35.00 for repair kit.
14. ***Equipment Damage Fee -*** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
15. ***Meter Tampering and Damage to Property Penalty -*** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E 23. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

16. ***Transfer Fee -*** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of $15.00.

17. ***Information Copy Fee -*** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.

18. ***Customer Service Inspection Fee -*** A fee of $ 25.00 will be assessed each Applicant before permanent continuous service is provided to new construction. Note: this charge is included in tap fee.

19. **Backflow Testing** – The Backflow and Cross-Connection Control program is one of the steps mandated by the Texas Commission on Environmental Quality. Backflow install $150.00, backflow test $75.00 and backflow repair $75.00/hour plus parts.

20. **Cross Connection Control:** All customer/members that have active or inactive wells on their property will now be required to have "Air Gaps" or RPZ back flow and back pressure preventer installed at their meter location.

    All KWSC meters supplying water to RV parks will be required to have an "Air Gap" or an RPZ back flow and back pressure preventer installed at their meter location.

    All KWSC meters suppling water for lawn irrigation systems will be required to have a Double Check Valve that can be tested upon installation.

    All KWSC meters that supply convenience stores with carbonated water machines, sell Gas or Diesel will be required to have an "Air Gap" or an RPZ back flow and back pressure preventer installed at their meter location.

21. **Temporary Service for Inspections Fee** – The Corporation will charge a trip fee in the amount of $50.00 to provide temporary service for inspection purposes only. The is request must be made 24 hours prior to the inspection and a representative is required to be present at the time the service is provided.

22. **Master Metered Accounts** – An account metered for one-member owner/customer, one-member Corporation or business to service residential multi-unit apartments, residential structures, or mobile home parks. When authorized by the Corporation, a ¾" master metered account will be billed at 2 times the monthly rate. This is in addition to the water usage charge. Master metered accounts with meters larger than ¾" will be billed by their equivalent in size to the standard ¾" meters. The member owner must execute with Corporation a Master Meter Service Agreement, which is set by the Bylaws and Tariff of the Corporation.

23. **Customer Notice Provisions -** The Corporation shall give notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contract person designated to address inquiries about the rate change.

24. ***Franchise Fee Assessment -*** A fee of 5 % of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of Kempner, Texas, as required by the City's ordinance requiring a franchise fee.

25. ***Regulatory Assessment -*** A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE**: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water.

26. ***Additional Assessment -*** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.

27. ***Other Fees -*** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.

8. ***Bulk Water Sales***

The sale of bulk water to contractors, private or public entities or for Agriculture use throughout the system.

- The length of time of this type application will be determined by the General Manager, on a case by case basis.
- The location in which the bulk water meter will be set will be determined by the CORPORATION Operations Manager.
- All bulk water meters provided must be no greater than 4". A current certificate of calibration will also be provided to Corporation before meter is accepted for use.
- Applications where a RPZ is required, a copy of the test results must be within a 12 month period and also provided to Corporation before any RPZ is accepted for use.
- Installation of said meters and RPZ will be supervised by Corporation staff to ensure that the proper location and installation is established.
- Any tampering, misuse, water sales, water theft, or illegal connection to take water without the intent to purchase will result in permanent disconnection and prosecuted to the fullest extent (Refer to section E.20).
- SERVICE TRIP FEEs (Section G #13) a service trip fee will be assessed for each service trip to billed water meter location, as a result of a request by the customer other than the response to damage of the Corporation's or another member's property.
- OTHER FEES (Section G #23) All services outside the normal scope of utility operations, which the Corporation may be compelled to provide at the request of a customer or member shall be charged to the recipient based on the cost of such service.

Bulk water sold to customers that cannot provide a meter, will be purchased at the Corporation office.

- Corporation staff will assist with the metering and supervise the filling of all tanks at this location.
- Water will be purchased on each load base.

Corporation acknowledges that not all lots in the Applicant's subdivision will be connecting to the Corporation's water supply. When Applicant submits its plans, and lots not being connected will be clearly marked and they will not be used in any calculations for payment of Membership Fee. All well lots will be inspected for cross connection (Customer Service Inspection (CSI))

FORMS

KEMPNER WATER SUPPLY CORPORATION
NON-STANDARD SERVICE APPLICATION

Please Print or Type

Applicant's Name/Company_____
Address/City/State/Zip: _____

Phone number (___) _____ - _____ FAX (___) _____ - _____
E-mail _____

Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water service are requested. Plat requirements include name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

☐ Residential Subdivision ☐ Multi-Family ☐ Mobile Home Park ☐ Trailer Park ☐ School
☐ Line Extension ☐ Commercial/Industrial Park ☐ Large Meter (>1")
☐ Multi-use Facility ☐ Other

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

_____

_____

Maximum number of proposed lots_____ Range of standard lot sizes: _____

Acreage: _____

Please describe in detail the nature and scope of the project/development
Initial needs

_____

_____

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

_____

_____

Please list any additional special service needs not listed above.

_____

_____

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

_____

_____

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

_____

_____

Please describe how the utility may access the property during evaluation of application.

_____

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Required Fees

Applicant is required to pay a Non-standard Service Investigation Fee of $___to the Corporation in accordance with Section G of the Corporation's Tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have *been* or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted, and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which *may* include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the *Corporation's Tariff and agrees to comply with all the requirements contained therein. Under penalties* of *perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and* to *the best* of *my knowledge and belief, the information is true, correct and complete.*

_____

Print Applicant/Name of Company

_____

Signature of Authorized Representative

For Corporation Use Only

_____
Date application received

_____
Amount Fees Paid / Date Paid

_____
Signature CORPORATION staff

Date _____

KEMPNER WATER SUPPLY CORP.
P.O. BOX 103 ~ 11986 E Hwy 190
KEMPNER TX 76539

The Kempner Water Supply Corporation is a non-profit corporation, owned by you, the members as defined in our Bylaws. Board members are elected at the annual membership meeting annually and serve for a three-year term. They are volunteers who serve without compensation.

Billing Information

All billing cards are mailed the last working day of each month and are due on or before the 15th. Failure to receive a bill will not relieve the customer of payment obligations.

All payments must be received by 8am on the 25th of each month to avoid reconnect fees and disconnection of service due to non-payment.

Payment Methods: Cash, Checks, Money Orders, Bank Drafts. Online payments accepted; a convenience fee of $4.95 will be assessed for Credit and Debit Cards and $3.00 for an E-check.

Rates and Fees

Monthly Base Rate…….	$67.50	Cost per 1000 gallons……...	$ 3.15
Late Charge issued on the 16th…….	$20.00	Returned check fee……...	$30.00

Service Trip Fee during business hours *……. $40.00
Service Trip Fee after business hours *……. $80.00

*This fee is assessed for each service call or trip to the member's location for the purpose of disconnecting or reconnecting service due to non-payment or by the request of the member or resident; unless the service call is in response to damage of the Corporation's or another Member's facility.

Office Information

Regular Hours: * 8 am to 4 pm Monday thru Friday

Contact Information: 512-932-3701 fax: 512-932-2546
254-547-9430 Web: **www.kempnerwsc.com**

Local Services in the Area

Trash **IESI** 800-250-3142
Electric: **Hamilton** 800-595-3401
Post Office: **Kempner** 512-932-3621
Copperas Cove 254-547-3605

K-Town 254-371-9221
Pedernales 512-355-2131 **TXU** 800-242-9113
Lampasas 512-556-5131

Easement Agreement for Utilities

Date: _____, 20_____

Grantor: _____

Grantor's Mailing Address:

_____

_____

_____

_____ County

Grantee: Kempner Water Supply Corporation

Grantee's Mailing Address:

Kempner WSC
PO Box 103
Kempner, TX 76539
Lampasas County

Easement Property: _____ acres of land being a 20-foot-wide Easement situated in _____ County, Texas, out of Survey Name/No. _____, Abstract No. _____, dated _____, as recorded in Volume _____ on Page _____ or Document No. _____ of the Official Records of _____ County, Texas, and said _____ acres within the Easement being more particularly described on Exhibit "__" attached hereto and made a part hereof for all purposes.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water pipelines, water distribution systems and related facilities (collectively, the "Facilities"), including, but not limited to unrestricted ingress and egress along the Easement.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns (as applicable, the "Holder") an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Exceptions to Warranty: Validly existing easements and rights-of-way of record.

Reservations from Conveyance: Grantor reserves, on behalf of Grantor and Grantor's heirs, successors, and assigns the following rights:

1. The right to use the Easement Property for access over, on and across the Easement Property for the easement purpose.

2. The right to use of the surface within the Easement Property for any purpose that does not interfere with Grantee's use of the Easement, provided, however, Grantee and Grantor agree that the following uses interfere with Grantee's use of the Easement and that the following list is not exclusive of the types of uses by Grantor which may interfere with Grantee's use of the Easement:

a. Depositing soil or other material on top of or near any of Grantee's Facilities located within the Easement Property.

b. Removing soil or other material from above any of Grantee's Facilities located within the Easement Property.

c. Constructing any building or structure of any kind within the Easement.

d. Planting trees, shrubbery, or landscaping above or within ten feet on either side of the any of Grantee's Facilities located within the Easement Property.

e. Constructing any other below ground utility, pipeline, cable, or wire within the Easement Property unless such utility, pipeline, cable, or wire crosses Grantee's Facilities within the Easement Property at a 60 degree to 90-degree angle.

f. Allowing heavy equipment to travel above or within ten feet on either side of Grantee's Facilities located within the Easement Property prior to providing adequate protection to Grantee Facilities from being damaged by the weight of such equipment.

g. Permitting the drilling of holes for utility poles or guy wires within twenty feet of Grantee's Facilities located within the Easement Property except for poles and guy wires in existence as of date of this Easement.

h. Installing any fence, gate, or cattle guard across the Easement Property unless the location of the posts, gate, or cattle guard is approved in writing by Grantee prior to installation.

If Grantor, or Grantor's heirs, successor, or assigns use the Easement Property, Grantee is not responsible for any destruction or damage to property of the Grantor or Grantor's heirs, successors, and assigns within the Easement Property which may occur as a result of Grantee's installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water pipelines, water distribution systems and related facilities within the Easement Property.

:

This Easement supersedes any prior easement by Grantor to Grantee within the Easement Property that Grantor may have signed and filed prior to the date of this Easement.

_____

_____

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

NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS

COUNTY OF _____

THIS CONTRACT is made and entered into by and between_____ hereinafter referred to as "Applicant", and Kempner Water Supply Corporation, hereinafter referred to as "CORPORATION" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain _____acres of land in _____County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol_____, Page _____ of the Plat Records of _____ County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, CORPORATION owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested CORPORATION to provide such water service to the Property through an extension of CORPORATION's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and CORPORATION agree and contract as follows:

1. <u>Engineering and Design of the Water System Extension</u>

a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the CORPORATION and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by CORPORATION's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the CORPORATION's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to CORPORATION by the Applicant. CORPORATION may require the Water System Extension to be oversized in anticipation of the needs of other customers of the CORPORATION, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. <u>Required Sites, Easements or Rights-of-Way</u>

a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

b) Any easements acquired by the Applicant shall be in a form approved by the CORPORATION (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to CORPORATION upon proper completion of the construction of the Water System Extension.

c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to CORPORATION must be approved by CORPORATION's attorney.

3. Construction of the Water System Extension

a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the CORPORATION. CORPORATION may reject any bid.

b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. CORPORATION shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to CORPORATION of the date on which construction is scheduled to begin so that CORPORATION may assign an inspector. CORPORATION may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to CORPORATION

a) Upon proper completion of construction of the Water System Extension and final inspection thereof by CORPORATION, the Water System Extension shall become the property of the CORPORATION. The Water System Extension shall thereafter be owned and maintained by CORPORATION subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the CORPORATION.

b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for 12 months following the date of the transfer.

5. Cost of the Water System Extension

a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
   (1) engineering and design;
   (2) easement or right -of-way acquisition;
   (3) construction;
   (4) inspection;
   (5) attorneys' fees; and
   (6) governmental or regulatory approvals required to lawfully provide service.
   (7) Applicant shall indemnify CORPORATION and hold CORPORATION harmless from all of the foregoing costs.

b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by CORPORATION.

c) If CORPORATION has required the Water System Extension to be oversized in anticipation of the needs of the other customers of CORPORATION, CORPORATION shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the CORPORATION.

6. Service from the Water System Extension

a) After proper completion and dedication of the Water System Extension to CORPORATION, CORPORATION shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of CORPORATION and the payment of the following:
   (1) All standard rates, fees and charges as reflected in CORPORATION's approved Tariff;
   (2) Any applicable Equity Buy-In fee adopted by CORPORATION;

b) It is understood and agreed by the parties that the obligation of CORPORATION to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

c) Unless the prior approval of CORPORATION is obtained, the Applicant shall not:
(1) construct or install additional water lines or facilities to service areas outside the Property;
(2) add any additional lands to the Property for which water service is to be provided
(3) pursuant to this Agreement; or
(4) connect or serve any person or entity who, in tum, sells water service directly or indirectly to another person or entity.

7. <u>Effect of Force Majeure</u>

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other :industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. <u>Notices</u>

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the CORPORATION shall be addressed:

Kempner Water Supply Corporation
PO Box 103
Kempner, TX 76539

Any notice mailed to Applicant shall be addressed:

_____

_____

_____

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph

9. Breach of Contract and Remedies

a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.

c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. Third Parties

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. Captions

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. Context

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. Mediation [Optional]

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. Litigation Expenses

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party

15. Intent

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. Multiple Originals

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. Authority

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. Severability

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. Entire Agreement

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. Amendment

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the CORPORATION and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in_____ County, Texas.

22. Venue

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in _____ County, Texas.

23. Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. Assignability

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the CORPORATION.

25. Effective Date

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Kempner Water Supply Corporation	APPLICANT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

WATER SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF _____

This Agreement is made and entered into by and between_____ hereinafter referred to as "Consumers" and Kempner Water Supply Corporation, hereinafter referred to as the "Corporation".

Whereas, Consumers are engaged in serving that certain _____ acres of land in _____, County, Texas, according to the plat thereof recorded at Vol._____, Page_____ of the Plat Records of _____ County, Texas, said land being hereinafter referred to as "the property"; and,

Whereas, the Corporation owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

Whereas, Consumers have requested the Corporation to provide such water service to the Property through and extension of the Corporation's water system, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:
That for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Consumers and Corporation hereby agree as follows:

1) Engineering and Design of the Water System Extension.

   a) The Water System Extension may be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the District and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the Corporation's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the Corporation's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

   b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided to the Corporation by the Consumers. The Corporation may require the Water System Extension to be oversized in anticipation of the needs of other customers of the Corporation subject to the obligation to reimburse the Consumers for any such over sizing paid for by them as provided below.

2) Required Easements or Rights-of way.

   a) Consumers shall be responsible for dedicating or acquiring any easements across privately owned land which are necessary for the construction of the Water System Extension and for obtaining any governmental approvals necessary to construct the Water System Extension in public right-of-way.

   b) Any easements acquired by the consumers shall be assigned to the Corporation upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the

Consumers acquires any such easements and by which Consumers assigns such easements to the Corporation may be approved by the Corporation's attorney.

3) Construction of the Water System Extension.

a) The Corporation may advertise for bids for the construction of the Water System Extension in accordance with generally excepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the Corporation. The Corporation may reject any bid.

b) The Water System Extension shall be constructed in accordance with approved plan and specifications. The Corporation shall have the right to inspect all phases of the construction of the Water System Extension. Consumers must give written notice to the Corporation of the date on which construction is scheduled to begin so that the Corporation may assign an inspector. The Corporation may charge reasonable inspection fees based on the actual cost of labor, travel, and incidental expenses of the inspectors, plus 10% overhead.

c) Consumers shall indemnify the Corporation and hold harmless from any claims of any nature of arising from death, personal injury or property damage suffered by any person or entity during the Water System Extension. The Corporation shall require the contractor to provide liability insurance coverage from an insurance company licensed to do business in Texas in the amount of $250,000.00 for property damage and $500,000.00 for personal injury and death, which insurance coverage shall specifically name Kempner WSC as co-insured.

4) Dedication of the Water System Extension to the Corporation.

a) After one year from completion of construction of the Water System Extension and final inspection thereof by the Corporation, the Water System Extension shall be dedicated to the Corporation by an appropriate legal instrument approved by The Corporation's attorney. The Water System Extension shall thereafter be owned and maintained by the Corporation. Until that time, any problems arising with the extension shall be paid by the consumers.

5) Cost and approval of the Water System Extension.

a) Consumers shall pay all costs and meet any and all requirements by other governmental bodies having jurisdiction over the water system extension. Extension of the water system will be considered as a contribution in aid of construction, including without limitation the cost of the following:

i. engineering and design;
ii. Easement or right-of-way acquisition; (Including the cost of Deposit and tap fee.
iii. construction;
iv. inspection;
v. attorneys' fees;
vi. governmental or regulatory approvals required to lawfully provide service.

(b) Consumers shall indemnify the Corporation and hold the Corporation harmless from all of the foregoing costs.

(c) Provided, however, nothing herein shall be construed as obligating the Consumers to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by the Corporation.

(d) If the Corporation has required the Water System Extension to be oversized by the consumers in anticipation of the needs of the other customers of the Corporation, the Corporation shall reimburse Consumers for the additional costs of construction attributable to the over sizing, as determined by the Corporations consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to the Corporation.

(6) Service from the Water System Extension.

(a) After proper completion of the Water System Extension to the Corporation, the Corporation shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of Kempner WSC and the payment of the following:

i. All standard rates, fees and charges as reflected in the Corporation's approved tariff;
ii. Any applicable impact fee adopted by the Corporation;
iii. Any applicable reserved service charge adopted by the Corporation.

(b) It is understood and agreed by the parties that the obligation of the Corporation to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Natural Resource Conservation Commission any and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

(c) Unless the prior approval of the Corporation is obtained, the Consumers shall not:

i. construct or install additional water lines or facilities to service areas outside the Property;

ii) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
iii) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7) Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose actual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the Corporation shall be addressed:

Kempner Water Supply Corporation
PO Box 103
Kempner, Texas 76539

Any notice mailed to Developer shall be addressed:
_____
_____
_____

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10, Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of WSC and the Consumers, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. Governing Law.

This Agreement shall be construed under and in accordance with the laws of The State of Texas and all obligations of the parties are expressly deemed able in the county plat records of "the property".

13. Venue.
Venue for any suit arising hereunder shall be in the same county plat records of "the property".

14. Successors and Assigns.
This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and

assigns of the parties.

15. Assign ability. The rights and obligations of Consumers hereunder may not be assigned without the prior written consent of the Corporation.

16. Effective Date.
This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

"The Corporation"
Name:_____ Title:_____
By:_____ Date: _____

"Consumer/Individual"
Name:_____ Title:_____
By:_____ Date: _____

State of Texas
County of Lampasas

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 acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

_____
Notary Public

CONSUMER AGREEMENT
Between Kempner WSC and Consumer

THIS AGREEMENT made the _____ day of _____, 20____, by and between _____, Hereinafter called the Consumer and Kempner Water Supply Corporation, called the owner.

Witnesseth, that the Consumer and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The work to be performed under this Contract shall be commenced on or before _____ 20____ and shall be substantially completed on or before _____ 20____.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before_____ 20____ and shall be substantially completed on or before _____ 20____.

Article 3. The Contract Price

The Consumer shall pay for the material and labor to be performed under the Contract in the sum of _____.

Article 4. General Provisions

Any alteration of deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for the same, signed by Owner and Consumer, and if there is any charge for such alteration or deviation, the additional charge will be the responsibility of the Consumer:

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The developer shall furnish a description of the materials to be used and the equipment to be used.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. The consumer, may at its discretion engage subcontractors to perform work hereunder, provided Consumer shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. The consumer shall furnish Owner appropriate released or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Consumer, and shall be incorporated in, and become a part of the contract.
7. Consumer warrants it is adequately insured with Workman's Compensation and $500,000.00 by General Liability Insurance for injury to its contractors, subcontractors, employees and others incurring loss or injury as a result of the acts of Consumer or its employees or subcontractors.
8. The consumer shall at its own expense, obtain all permits necessary for the work to be performed.
9. Consumer agrees to remove all debris and leave the work area in a clean condition.
10. In the event Consumer shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of a dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
12. The consumer shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Consumer warrants all work for a period of 12 months following completion.
14. The consumer may request periodic draws for materials and percentage of work completed
15. A ten (10%) retain age will be withheld from payment to the Owner is satisfied that the job is complete and that all bills owed by the developer are paid.

Signed this _____ day of _____, 20____.

Kempner Water Supply Corporation

_____
Name of Consumer

By: _____
Signature

By: _____
Signature

_____
Street Address

_____
City/State/Zip

_____
Telephone No.

State of Texas

County of Lampasas

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 acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

_____
Notary Public

CONSUMER & CONTRACTOR AGREEMENT

Between Consumer and Contractor

THIS AGREEMENT made the _____ day of _____, 20____, by and between _____, Hereinafter called the Contractor and Kempner Water Supply Corporation, called the owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The work to be performed under this Contract shall be commenced on or before _____ 20____ and shall be substantially completed on or before _____ 20____.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before_____ 20____ and shall be substantially completed on or before _____ 20____.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of _____.

Article 4. General Provisions

Any alteration of deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for the same, signed by Owner and Contactor, and if there is any charge for such alteration or deviation, the additional charge will be the responsibility of the Contractor:

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The contractor shall furnish a description of the materials to be used and the equipment to be used.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. The contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. The contractor shall furnish Owner appropriate released or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor warrants it is adequately insured with Workman's Compensation and $500,000.00 by General Liability Insurance for injury to its employees, subcontractors and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors.
8. The contractor shall at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the work area in a clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of a dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
12. The contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. The contractor warrants all work for a period of 12 months following completion.
14. The contractor may request periodic draws for materials and percentage of work completed
15. A ten (10%) retain age will be withheld from payment to the Owner is satisfied that the job is complete and that all bills owed by the contractor are paid.

Signed this _____ day of _____, 20____.

Kempner Water Supply Corporation

_____
Name of Contractor

By: _____
Signature

By: _____
Signature

_____
Street Address

_____
City/State/Zip

_____
Telephone No.

State of Texas

County of Lampasas

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 acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

_____
Notary Public

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PRELIMINARY APPLICATION

KEMPNER WATER SUPPLY CORP.

PO Box 103 KEMPNER, TEXAS 76539
512-932-3701 or 254-547-9430 fax # 512-932-2546
Please E-Mail to: Info@kempnerwsc.com

DATE_____ (Please Print)

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT ADDRESS: _____
_____

Email Address _____

PHONE NUMBER – HOME (___) ____-_____ WORK (___) _____-_____

PROPERTY PURCHASED FROM: _____

LOCATION OF PROPERTY (nearest intersection, farm to market or highway.)
_____

_____

911 ADDRESS: _____

SUBDIVISION_____

LOT _____ BLK_____TRACT_____

ACREAGE AND ABSTRACT _____
If applicable, please provide KWSC a copy of a plat, survey, field notes or metes and bounds identifying the exact location of the property.

INTENDED USE OF PROPERTY
PERSONAL _____COMMERICAL_____

Flood Plain YES_____ NO_____

*** Property not located within an approved subdivision must provide a Certificate of Inspection ***
from a County Septic Inspector.

_____

** The Preliminary Application is valid for 30 days from the date it was reviewed by Office Personnel**

OFFICE USE ONLY

TYPE OF SERVICE: NEW METER_____RE-SERVICE METER_____
STANDARD _____ NON-STANDARD _____

REQUIRMENTS:

ENGINEERING STUDY _____DROP IN_____
ROAD BORE _____REGULAR TAP_____
CONCRETE TAP _____LINE EXTENSION _____
CERTIFICATE OF SEPTIC INSPECTION _____
ROAD CROSSING (Cut) _____

Review By: _____
Date: _____

Contacted Owner or Developer on
_____

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Consumer/Individual
Information Packet for a Non-Standard Service Application

This packet is a general guideline to help an individual to begin the process of developing property for a non-standard service within the Kempner Water Supply Corporation's Certificate of Convenience and Necessity.

RECEIPT OF PACKET

I hereby certify that Kempner WSC has provided for me an informational packet to begin the process of a Non-Standard Service Application.

_____ _____

Consumer/Individual Kempner WSC

_____

Date