

## **KEMPNER WATER SUPPLY CORP.**

**PO BOX 103 ~ 11986 E BUS 190**

**KEMPNER, TX 76539**

The Kempner Water Supply Corporation is a non-profit corporation owned by you, the members, as defined in our Bylaws. Our Board members are volunteers who serve without compensation and are elected at the Annual Membership Meeting every year to serve a three-year term.

### **Billing Information:**

All billing cards are mailed the last business day of each month and are due by the 15<sup>th</sup>. Failure to receive a bill does not relieve the customer of payment obligations.

All payments must be received by 8 AM on the 25<sup>th</sup> of each month to avoid disconnection of service and reconnection fees.

### **Payment Methods:**

Cash, Checks, and money orders are accepted in the office. Bank Drafts are available free of charge and draft on the 10<sup>th</sup> of every month. You can also pay online at [www.kempnerwsc.com](http://www.kempnerwsc.com).

### **Rates and Fees**

**Monthly Base Rate-\$75.00**

**Cost per 1,000 gallons-\$5.25**

**Late Fee-\$20.00**

**Returned Check Fee-\$30.00**

**Service Trip Fee\*-\$50.00**

**Reconnect Fee-\$100.00**

\*The Service Trip 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**

Business Hours: Monday thru Friday, 8:00 A.M. TO 4:00 P.M.

Contact Information: 512-932-3701 or 254-547-9430

Fax: 512-932-2546 Website: [www.kempnerwsc.com](http://www.kempnerwsc.com)

### **Local Services**

**Trash :** Tx Waste Solutions : 254-542-8727 K-Town: 254-371-9221 Trash Panda: 512-525-2337

**Electric:** Hamilton: 800-595-3401 Pedernales: 512-355-2131 TXU: 800-242-9113

**Post Office:** Kempner: 512-932-3621 Lampasas: 512-556-5131 Copperas Cove: 254-547-3605

# Kempner Water Supply Corporation Service Application and Agreement

## CORPORATION USE ONLY

Date Approved \_\_\_\_\_  
Service Class Cost \_\_\_\_\_  
Work Order Number \_\_\_\_\_  
Engineering Update \_\_\_\_\_  
Acct # \_\_\_\_\_  
Service Insp Date \_\_\_\_\_

DATE: \_\_\_\_\_ (PLEASE PRINT)

APPLICANT: \_\_\_\_\_

CO-APPLICANT: \_\_\_\_\_

APPLICANTS DESIGNEE: \_\_\_\_\_ CONTACT INFO: \_\_\_\_\_

PROOF OF OWNERSHIP BY: \_\_\_\_\_ DRIVER'S LICENSE # OF APPLICANT \_\_\_\_\_

CURRENT BILLING ADDRESS

FUTURE BILLING ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOME # ( ) \_\_\_\_\_ WORK# ( ) \_\_\_\_\_ CELL# ( ) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

PREVIOUS OWNER \_\_\_\_\_ ACREAGE \_\_\_\_\_

HOUSEHOLD SIZE \_\_\_\_\_ # IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.**

**A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.**

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in the program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants based on visual observation or surname.

**Ethnicity:** ☐ Hispanic or Latino  
☐ Not of Hispanic or Latino

**Race:** ☐ White ☐ Black or African American ☐ American Indian/Alaska Native  
☐ Asian ☐ Native Hawaiian or Other Pacific Islander

**Gender:** ☐ Male ☐ Female

Signature of Applicant \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, between the Kempner Water Supply Corporation, a corporation organized under the laws of the State of Texas ("Corporation") and, (hereinafter called the Applicant and /or Member), Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a transfer and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for services hereunder as determined by the Corporation's Tariff and upon the terms and conditions set forth therein, a copy of which can be provided upon applicants' request. A copy of this agreement shall be executed before service may be provided to the Applicant.

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

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated by the Texas Water Development Board, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership fee for the purpose of determining

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) A new water system or
  - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a member and the Indication of Interest Fee shall then be converted by the Corporation to a membership fee. Applicant further agrees to pay, upon becoming a member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an Indication of Interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum up to \$300.00 to defray any losses incurred by the Corporation in any given fiscal year. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited. The corporation shall consider master-metering provided that the property to be served is owned by the same person, corporation or business and where a single metered account will better serve the applicant and the corporation.

The Corporation shall have the right to locate a water service meter and pipe necessary to connect the meter on the members property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Members premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporations facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, pressure reducing valve (PRV) clean outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Members property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- b. No cross connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection that provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.
- g. The Corporation will perform a customer service inspection and the certificate remains on file; the Corporation will notify the applicant only when service is out of compliance.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter. Any registering water usage, water leaks or damages incurred on the member/customer side of meter shall be the member/customers responsibility.

The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation curb-stop or other similar valve for such purposes is prohibited. Any damage to the Corporation equipment shall be subject to service charges. (this cut-off valve may be installed as a part of the original meter installation by the Corporation.)

If the water pressure at your property is 80 pounds per square inch (psi) or greater, a pressure reducing valve (PRV) will help decrease the water pressure. Property owners and/or customers are responsible for installing and maintaining their own individual PRV devices whenever the static water pressure exceeds 80 psi. PRV's will not increase water pressure to a property; however, they do serve as a critical component to decrease water pressure to your level of preference. Most plumbing professionals recommend a PRV setting between 35 and 60 psi. High Water Pressure Can Damage Plumbing. Sustained pressure that exceeds 80 psi can damage on-site plumbing systems and may affect your water fixtures. PRVs should be installed on the customer's side of the water meter and are usually located near the water heater, water softener or on the inlet water line between your home and the water meter. If your home water system does not have a PRV, you can purchase them from a licensed plumber, who can install the PRV. If a PRV already exists, it may just need an adjustment to decrease the pressure on the property. KWSC recommends that you consult a licensed plumber for adjustments and service to your PRV. *Texas Building Code # 604.8 Water Pressure-Reducing Valve or Regulator: Where water pressure within a building exceeds 80 psi (552 kPa) static, an approved water pressure-reducing valve conforming to ASSE 1003 or CSA B356 with strainer shall be installed to reduce the pressure in the building water distribution piping to not greater than 80 psi (552 kPa) static.*

Where water pressure within a building exceeds 80 psi (552 kPa) static, an approved water pressure-reducing valve conforming to ASSE 1003 or CSA B356 with strainer shall be installed to reduce the pressure in the building water distribution piping to not greater than 80 psi (552 kPa) static. The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right- of- way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation. The Corporation 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 state's or county's right of way.

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

Kempner WSC shall not be liable for any damages, including, without limitation, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, resulting from failures or interruptions of water supply occurring because of maintenance of Kempner WSC's water distribution system or that are occasioned by causes beyond the control of Kempner WSC. Kempner WSC shall not be liable in any event for consequential damages.

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

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

\_\_\_\_\_  
Kempner WSC representative

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

# 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.



- 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.

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.

Notary Public



SIGN UP FOR OUR

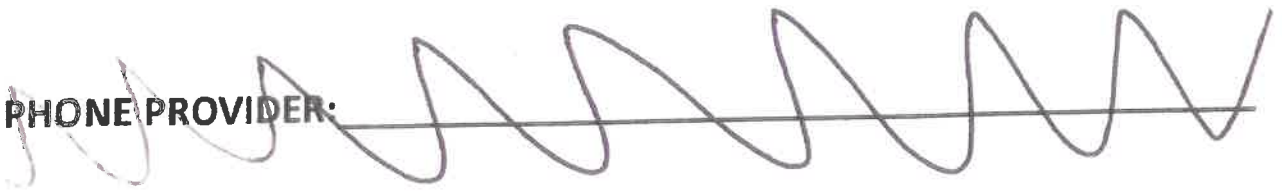
# ALERTS

NAME:

EMAIL:

CELL PHONE #:

PHONE PROVIDER:



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

The Texas legislature enacted a bill, effective September 1, 1993 allowing non-profit water supply corporations to give their customers the option of making the customer's address, telephone number, and social security number confidential.

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

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

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

**COMPLETE THIS SECTION**

Yes, I want you to make my personal information (address, telephone number and drivers' license number) confidential.

---

**Applicant/Member**

Date \_\_\_\_\_

Account Number

☐ Check here if information listed on application is the same.

## Address

Telephone Number

City, State, Zip Code

Signature \_\_\_\_\_

**Kempner Water Supply Corporation**  
P O Box 103 Kempner, TX 76539  
512-932-3701 or 254-547-9430  
Fax 512-932-2546

## Member/Designee Form

The designee does NOT have the authority to cancel or transfer this membership; this can only be completed by the member. I further understand that it is the member's responsibility to contact KWSC in writing if the designee is changed or terminated.

**Member Signature**

**Date**

Account #

**Members Contact information (if applicable)****Designee's Information:**

Name: \_\_\_\_\_

**Address:** \_\_\_\_\_

Contact # \_\_\_\_\_