

Double Horn Creek Water Supply Corporation

The Double Horn Creek Water Supply Corporation (DHCWSC) is a member-owned, member-controlled water supply corporation incorporated under the provisions and definitions of the Texas Water Code, Chapter 67 and the Texas Non-Profit Business Corporation Act. To receive water service in the Double Horn Creek subdivision in southern Burnet County, a fee-simple property owner must be a Member of the Corporation. When a Member's property is sold, the membership may be transferred to the new owner for a nominal fee.

Not all properties in the subdivision have Memberships in the Corporation. **Please check with DHCWSC to verify that a Membership has been established.**

Fees: All fees must be paid at the time a New Membership Application is submitted to the Corporation.

- New Membership: \$4,500 (Membership Fee- \$1,500, Tap Fee- \$3,000)
- Membership Transfer: \$100

DHCWSC contact information:

Email: DHCWSC@gmail.com (Board of Directors)
Lafayette@TTELLC.us (operator/billing)

Telephone: Lafayette Coleman
Spicewood Utility Services
(512) 839-4320

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INSTRUCTIONS FOR NEW MEMBERSHIP

To be completed by any Double Horn Creek property owner requesting to establish a new membership with the Double Horn Creek Water Supply Corporation (DHCWSC).

Fee: \$4,500 includes \$1,500 Membership Fee, plus \$3,000 Connection Fee.

Application procedure

- Fill in and sign the **New Membership Application**
- Note any special service needs.
- By signing this document, you are attesting that you are the fee simple owner of the property described.
- Fill in the **Membership Agreement** (page 1: name and date, page 3: signature).

1. Send the completed documents with payment by mail to:

**Double Horn Creek WSC
P.O. BOX 1210
Marble Falls, TX 78654**

If you have any questions, please contact the Double Horn Creek WSC.

DHCWSC@gmail.com (Board of Directors)

Lafayette@TTELLC.us (operator/billing)

Lafayette Coleman
Spicewood Utility Services
(512) 839-4320

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INSTRUCTIONS FOR MEMBERSHIP TRANSFER

To be completed by any Double Horn Creek property owner requesting to transfer a membership with the Double Horn Creek Water Supply Corporation (DHCWSC) from the previous owner (member).

Fee: \$100 Transfer

Procedure

Seller

- Contact Spicewood Utility Services at (512) 839-4320 to terminate your account, arrange a final meter reading (if a meter is installed) and provide a forwarding address for the final bill
- **Spicewood Utility Services will lock your meter (if installed) at this time.**

Buyer

1. Fill in and sign the **New Membership Application**
2. Note any special service needs.
3. By signing this document, you are attesting that you are the fee simple owner of the property described.
4. Fill in the **Membership Agreement** (page 1: name and date, page 3: signature)
5. Return the signed documents with a check for \$100 to:

**Double Horn Creek WSC
P.O. Box 1210
Marble Falls, TX 78654**

- Contact Spicewood Utility Services to have meter unlocked (if installed.)

If you have any questions, please contact the Double Horn Creek WSC.

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Lafayette@TTELLC.us (operator/billing)

Lafayette Coleman
Spicewood Utility Services
(512) 839-4320

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NEW MEMBERSHIP APPLICATION

Please Print

Date: _____

Applicant's Name: _____

Co-Applicant's Name: _____

SERVICE ADDRESS IN DOUBLE HORN:

CURRENT MAILING ADDRESS:

Spicewood, TX 78669

Email Address: _____

Email Address: _____

Home Phone: (_____) - _____ Mobile Phone: (_____) - _____ Lot

and Block Number _____ Number in family _____

In order to facilitate a seamless introduction to the community, The Double Horn Water Supply Corporation will share your contact email with the Double Horn Improvement Association (DHIA). Please check here if you do not wish to share email contact information with (and only with) the DHIA.

SPECIAL SERVICE NEEDS (IF ANY)

By affixing my signature to this document, I attest or affirm that I am the fee simple* owner of the property described above.

Applicant Signature

Date

Approved and Accepted By

Date Approved

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* **fee simple** n. absolute title to land, free of any other claims against the title, which one can sell or pass to another by will or inheritance.

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MEMBERSHIP AGREEMENT

AGREEMENT made this _____ day of _____, 20____ between

Double Horn Creek Water Supply Corporation, a corporation organized under the laws of the State of Texas (the Corporation) and

Member/Applicant (print) _____

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 & Policies of the Corporation as amended from time to time by the Board of Directors or the Members of the Corporation. Upon compliance with said policies, including payment of a Membership Fee and other applicable fees or charges, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service or for reserving service hereunder as determined by the Corporation's Tariff & Policies and upon the terms and conditions set forth therein, a copy of which may be obtained at the Corporation's website DHCWSC.org. A copy of this agreement shall be executed before service or reservation of service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service or reservation of 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 Bylaws, Tariff & Policies, published rates, fees, and conditions of service. At any time such service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

All water usage shall be monitored by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or renter and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any Member's service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety

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Code, or/and the Corporation's Tariff & Policies.

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

- a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester at the Members expense.
- c) No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e) No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to or has reserved service from the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent, **at the Corporation's expense**, prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, **at the Member's expense**, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

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

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By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other Members of the Corporation, normal failures of the system,

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or other events beyond the Corporation's control. In no event shall the Corporation's liability for any reason exceed the cost of services provided to a Member.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members.

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

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

Any misrepresentation of the facts by the Applicant on any of the pages of this Application and agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff & Policies.

This agreement shall be construed in accordance with the laws of the State of Texas, and any controversy regarding this agreement shall be decided by a court of competent subject-matter jurisdiction in Burnet County, Texas, to which the Parties hereby agree to submit to personal jurisdiction.

Applicant/Member Signature _____

Approved and Accepted by _____

Date _____

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RATE SCHEDULE (effective January 31, 2018)

Monthly Rates

Service Availability Charge (Meter Installed):

Residential Meter Size:

3/4"	\$65.00
1"	\$120.00

Monthly Usage Charge:

0 – 4,000 Gallons	\$3.00 Per 1,000 Gallons
4,001 – 10,000 Gallons	\$5.00 Per 1,000 Gallons
10,001 – 20,000 Gallons	\$11.00 Per 1,000 Gallons
Over 20,000 Gallons	\$18.00 Per 1,000 Gallons

Regulatory Assessment Fee:

A REGULATORY ASSESSMENT, EQUAL TO ONE-HALF OF ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED MONTHLY FROM EACH MEMBER.

Reserved Service Charge (No Meter Installed):

A RESERVED SERVICE CHARGE OF ONE HALF THE SERVICE AVAILABILITY CHARGE, OR \$32.50, SHALL BE COLLECTED MONTHLY FROM EACH ACTIVE MEMBERSHIP ASSIGNED TO AN UNDEVELOPED LOT WITH NO METER INSTALLED, BASED ON THE CORPORATION'S FIXED COSTS TO SERVICE THE MEMBER'S DEDICATED FACILITIES AND TO RESERVE SERVICE TO THE MEMBER'S PROPERTY DESIGNATED TO RECEIVE SERVICE.