

# Marsha Water Supply Corporation Member Application and Agreement

Member-Applicant Please print (so we can read your writing)	
Name	
Postal Mailing Address	
City, State, and Zip Code	
Telephone	
Email	
<b>Telephone and email are private, and are NOT subject to public release</b>	

As the undersigned Member-Applicant, I am affirming that I meet the qualifications listed to apply for Membership in Marsha WSC. I understand that if I have misrepresented any of the qualifications, then my application will be rendered invalid, and that Membership will be denied. Also, I am stating that I am agreeing to the terms of this agreement.

This Member Application and Agreement submitted by

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

\_\_\_\_\_ on this date and accepted by

Marsha WSC \_\_\_\_\_ date \_\_\_\_\_

## Article 1 - Definitions

Corporation, Marsha WSC, us, we - Marsha Water Supply Corporation

you - the Member-Applicant, entering into this agreement



## **Article 2 - Member-Applicant**

Qualifications to apply to be a Member

1. You must own property within the Marsha WSC service area
2. You must have submitted this Member Application and Agreement.
3. You must have submitted a Water Service Rider for each service location for your property within our service area
4. You must be at financial parity with other Members of the Corporation
5. You must have paid the necessary application fees

Qualifications to continue being a Member

1. Keep compliance with the Tariff and Bylaws of the Corporation
2. Keep financial parity with the other Members of the Corporation
3. You must have this Member Application and Agreement on file with the Corporation
4. You must have on file, for each service location that you own, a Water Service Rider.

## **Article 3 - Marsha Water Supply Corporation**

Marsha WSC is a corporation that is organized and operating under Chapter 67 of the Texas Water Code. We are a non-profit, federal 501(c)(12) tax-exempt entity, administered by a board of directors that is elected by the corporation's Members from among the membership.

Said another way, we are a member-owned, member-controlled, member-benefit, cooperative corporation. While our general structure resembles a general partnership or a cooperative, for legislative historical reasons, we are a corporation. The Board of Directors is an executive committee of the Membership, overseeing the administration and operation of the water system.

While we are a retail public utility as defined by statute, state agencies have extremely limited oversight on the conduct of the Corporation. By statute, that oversight is largely relegated to the Members.

## **Article 4 - Member Responsibilities**

Being a Member of the Corporation means accepting certain responsibilities, and performing certain duties on behalf of the Corporation.

### **1. Compliance with the Corporation Bylaws and Tariff.**

The Corporation has adopted policies and procedures to comply with statutory and regulatory



requirements pertaining to being a retail public utility that provides water service, being a Texas non-profit corporation, and being a federal tax-exempt entity. Those policies and procedures are institutionalized in our structure thru our adopted corporate bylaws and our tariff.

As a Member, you are expected to follow those policies and procedures as described in the bylaws and tariff.

To that end, the Corporation Bylaws, as may be amended from time to time, are incorporated into this Member Application and Agreement by reference.

Also, to that end, the Corporation Tariff, as may be amended from time to time, are incorporated into this Member Application and Agreement by reference.

(Both the Bylaws and the Tariff are available on the corporation web site, [marshawsc.org](http://marshawsc.org))

## **2. Protection of the water system**

As a Member, you have both a responsibility to protect the Marsha WSC water system.

Due to the existent nature of the Marsha WSC water system, and its informal construction, that responsibility may entail taking an active role to take steps to protect the system. Those steps may, for example, include: posting signs about shallow pipes, restricting or preventing parking in certain areas, or adding additional cover material over pipe locations.

On your property that has water service, you need to have backflow prevention measures in place. This includes outdoor hose bibb protection, and regular inspection and reporting of other backflow prevention devices and assemblies that you may have.

All properties in the Pamela Heights subdivision make use of on-site septic facilities (OSSF). You have the responsibility to make sure your facility is functioning properly, and is maintained safely.

You have a responsibility not to be a public nuisance, as described by the Texas Health and Safety Code, and by the corresponding parts of the Travis County Code. This includes taking measures to mitigate fire hazards, mosquito hazards, traffic hazards, and other general health hazards.

## **3. Your role in the Corporation (voting, serving on the board)**

As a Member, you do have a role in the corporation. You have a responsibility to vote on issues



that are presented to the Membership. You have a responsibility to bring issues before the corporation board and the membership.

As a Member, by statute you have one vote. Your voting ability is by your account, and not by service location, or the number of Water Service Riders attached to the Agreement.

If you choose to do so, you can be a candidate for election to the corporation board of directors, and if elected, to serve on the board.

#### **4. Contributing (pay your bill, providing support/resource as possible)**

As a Member, you must maintain financial parity with other Members. You do this with your equity buy-in fee, and later contributions to the construction and replacement of the water system. If you do not maintain financial parity, your account will not be in good standing and your ability to vote on corporate matters will be limited.

As a Member, you have the responsibility for the financial state of the corporation. This means that you pay in a timely manner for the charges that are posted to your Member Account.

Also, you have the responsibility to review the financial state of the corporation, to ensure that the corporation is operating properly, and to the benefit of its Members.

If you have skills, materials, or resources that could be of beneficial use of the corporation, you have a responsibility to make the corporation aware of the availability of those skills, materials, or resources. This availability is one of the central elements of what it is to be a cooperative corporation; Members working together.

#### **5. A note on rental properties**

Marsha WSC provides water service ONLY to Members. By statute, to be a Member, you must own property. What that means, is that property where you do not reside, is going to be some kind of commercial property, which means it has a lease and likely also has a tenant. That tenant IS NOT a Member, and we cannot provide service to a tenant. You, as owner of the property, can provide service under lease contract terms with that tenant.

If this is a residential property, recognize that you are providing water service to a tenant under Section 92.008, Texas Property Code.

If this is a (non-residential) commercial property, then you are providing water service to the tenant under Section 93.002, Texas Property Code.



## **6. Enforcement and Lack of Compliance**

Marsha WSC is a small entity, without professional staff, and generally without full-time staff. As a result, our ability to ensure enforcement of the terms of this Agreement is limited. There may be times when we are unable to properly enforce the terms of this Agreement. That does not mean that we will not enforce this Agreement. We do not, and will not, engage in selective or discriminatory enforcement.

Non-compliance with the terms of this Agreement may result in a loss of service at a water service location, or may result in this Member Agreement being canceled.

## **7. Change of Address**

As a Member, you have the responsibility to notify us when your postal mailing address changes, your telephone number changes, or your email address changes.

Our good faith efforts to notify you is limited to the information that you provide to us. We will not make an effort to track you down.

## **8. Notice of Sale**

Your Member status is contingent on your ownership of property described in the Water Service Riders attached to this Agreement.

Should you sell the property, you must also

1. Notify the buyer of your Member status in the Corporation
2. Notify the buyer that water service requires being a Member of the Corporation
3. Notify the buyer that they must be at financial parity to have service thru an equity buy-in fee.
4. Notify the Corporation that the property is being sold.
5. Confirm that your contact information is up to date so that your Member equity can be refunded to you in a timely manner.

## **9. Status of Legal Entity**

If you, as a Member-Applicant, are a legal entity (example, a corporation, LLC, partnership), then you must maintain your legal existence throughout your membership. If your legal entity existence becomes inactive or otherwise unrecognized under Texas law, your membership in the Corporation will be canceled.



## **Article 5 - Marsha WSC Responsibilities**

### **1. Statement of non-discrimination**

Membership in the Corporation and service is provided to all Applicants who comply with the provisions of the corporation tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

### **2. Act to the benefit of the Members and the community**

Marsha WSC must act to the benefit of ALL Members and the Member community.

### **3. Water quality and protection**

We, as a retail public utility providing water service, have the responsibility to ensure compliance with Chapter 341, Texas Health and Safety Code.

That means we provide potable drinking water of quality that complies with regulations as issued by the Texas Commission on Environmental Quality (TCEQ), or successor agencies.

That also means that we take measures to ensure that the water we provide is not contaminated by water backflow events or cross connections.

### **4. Damage Liability.**

The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, the Member consents to waiver of such liability.

### **5. Work in the Right of Way**

Texas statutes give us the authority to put the water system pipe and appurtenances in the roadway right of way. That right of way is owned by Travis County. If you have, or later install, some artefact in the right of way that interferes with our ability to do work in the right of way, we will make a reasonable effort to avoid damage to the artefact. However, circumstances may require that we remove the artefact, possibly in a destructive manner. The Corporation will not be responsible for any damage done to an artefact in the right of way.



## **Article 6 - Legal Nits**

### **1. Severability**

If any part of this agreement is found to be invalid, the remainder of the agreement still stands.

### **2. Jurisdiction and Dispute Resolution**

The first course of action, to bring the matter to the corporation board of directors.

Corporation bylaws provide Members the opportunity to have annual, special, or regular meetings to vote issues that are important to the Members.

If a Member has some manner of issue, and is unable to get the matter resolved by the corporation board of directors, the Member does have recourse to bring the matter before the membership in a membership meeting.

If a Member does not get a satisfactory resolution thru a membership meeting, then there is the use of alternative dispute resolution as provided by the corporate bylaws.

And if there really, really want to push the point, then there is legal action thru the courts. The jurisdiction is Travis County, Texas.

### **3. Supersede all prior agreements**

There have been prior Member Application and Agreements, and prior Water Service Agreements, in any number of formats and wording, used by the corporation over the years. The variation creates inconsistency and opportunity for unfair treatment between the corporation and its Members.

This Member Application and Agreement, and its associated Water Service Riders, supersedes all prior agreements in whatever form.

### **4. Water Service Rider Required**

This Member Application and Agreement is incomplete without there being at least one, possibly more, Water Service Rider being attached to this Agreement.

### **5. Complete Agreement**

This Member Application and Agreement, and the attached Water Service Rider for each



service location, constitutes the entire agreement for membership and service between the corporation and the Member-Applicant.

#### **6. Effective Date**

This Member Application and Agreement is effective when executed by both the Member-Applicant and the corporation representative.

The associated Water Service Rider is effective when executed by both the Member-Applicant and the corporation representative.

#### **7. Multiple Copies**

This Member Application and Agreement, with its attached Water Service Riders, may be executed in multiple copies, each of equal dignity.

#### **8. Amendment**

This Member Application and Agreement and its associated Water Service Riders is subject to amendment in the same manner that the corporation tariff is amended.

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End of text

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