

HAWLEY WATER SUPPLY CORPORATION

P.O. Box 296 (325) 537-9268 (office) (325)537-2407 (fax)
Hawley, TX 79525

CORPORATION USE ONLY

Acct Number _____
Amount Paid _____
Classification _____
Date Approved _____
Insp. Form _____
Payment Date _____
Check Number _____
Stock Cert. Number _____

SERVICE APPLICATION AND AGREEMENT

Today's Date: _____

Applicant's Name: _____

Co-Applicant's Name: _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE: HOME: (_____) _____ WORK: (_____) _____

CELL: (_____) _____ E-MAIL: _____

DRIVER'S LICENSE NUMBER OF APPLICANT: _____

PHYSICAL ADDRESS OF PROPERTY: (street address, subdivision and lot, block numbers)

COUNTY OF PROPERTY: _____

PREVIOUS OWNERS NAME AND ADDRESS: (if applicable)

ACERAGE: _____

HOUSEHOLD SIZE: _____

NUMBER IN FAMILY: _____

LIVESTOCK AND NUMBER: _____

DATE OF PROPERTY PURCHASE: _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

HAWLEY WATER SUPPLY CORPORATION

HAWLEY WATER SUPPLY CORPORATION SERVICE AGREEMENT

EQUAL OPPORTUNITY PROGRAM

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

Race/National Origin

- Caucasian African American American Indian or Alaskan Native
- Hispanic Pacific or Asian Islander
- Other (specify) _____
- Male Female

AGREEMENT made this _____ day of _____, 20_____, between HAWLEY WATER SUPPLY CORPORATION; a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member. (PLEASE PRINT)

1. 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 transferee and thereby may hereinafter be called a Member.
2. The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.
3. The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.
4. If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes 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

HAWLEY WATER SUPPLY CORPORATION

- 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 of \$120.00 as liquidated damages to defray any losses incurred by the Corporation. 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 purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.
5. 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.
 6. 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.
 7. The member shall install as his or her own expense a service from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipe and pipe fittings that contain more than 0.25% lead or solders that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation.
 8. 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.
 9. The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the

HAWLEY WATER SUPPLY CORPORATION

- 10. federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.
- 11. 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.
- 12. By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.
- 13. 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.
- 14. Any misrepresentation of the facts by the Applicant on any of the seven pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

NOTE: Upon installation of the meter, you will be billed a minimum monthly charge of \$30.00 for 0 to 1,000 gallons of water usage. Usage over the minimum is calculated based on the conservation rate schedule below, which is changed from time to time by the Board of Directors.

(YOU ARE BILLED A MONTHLY MINIMUM)

INSTALLATION: \$800.00

MEMBERSHIP FEE: \$120.00

Monthly Minimum

\$30.00

Water included w/ Minimum Bill:

1,000/gallons

Tier (gal.):

\$/1,000 gal.:

1,000 – 14,999

\$8.25

15,000 – 24,999

\$9.25

25,000 – 49,999

\$10.50

50,000 and up

\$14.00

APPLICANT/ MEMBER

APPROVED/ ACCEPTED

DATE

DATE

HAWLEY WATER SUPPLY CORPORATION

SERVICE AGREEMENT

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

II. **RESTRICTIONS.** 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25 % 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.

f. **III. SERVICE AGREEMENT.** The following are the terms of this service agreement between the HAWLEY WATER SUPPLY CORPORATION (the Water System, Corporation) and the

_____ (the Customer).

(PLEASE PRINT)

g. The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required.

h. **IV. ENFORCEMENT.** Failure to comply with the terms of this service agreement shall cause the Corporation to either 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.

i. CUSTOMER'S SIGNATURE: _____

j. DATE: _____

HAWLEY WATER SUPPLY CORPORATION

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

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

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

HAWLEY WSC
PO BOX 296
HAWLEY, TX 79525

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

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

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

HAWLEY WATER SUPPLY CORPORATION SHUT-OFF VALVE ACKNOWLEDGEMENT

I _____ Acknowledge that I have been informed that a shut off valve, either a gate valve or globe valve must be installed outside the HAWLEY WATER SUPPLY CORPORATIONS' meter box. I furthermore understand after continued service, if a shut-off has not been installed, I am subjected to the CORPORATIONS' disconnection procedures.

Applicant/ Member

DATE

Below is a list to help assist installing the shut-off valve.

Note: This is a typical installation, other parts maybe required to your specific needs.

1. $\frac{3}{4}$ " x 8" schedule 80 or brass nipple
2. $\frac{3}{4}$ " globe, gate, or ball valve
3. $\frac{3}{4}$ " x 2" schedule 80 or brass nipple
4. Fittings according to the size of line
5. Box for the valve

WATER FLOW 

$\frac{3}{4}$ " x 8"

$\frac{3}{4}$ " Valve

$\frac{3}{4}$ " x 2"



HAWLEY WATER SUPPLY CORPORATION

Non-Discrimination Statement

“Hawley Water Supply Corporation is an equal opportunity provider and employer”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/complaint.filing.cust.html>, or at any USDA office or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form letter to us by mail at:

U.S. Department of Agriculture
Director Office of Adjudication
1400 Independence Avenue
S.W. Washington D.C. 20250-9410

Or by fax:

(202) 609-7442

Or by email:

program.intake@usda.gov