

HAWLEY WATER SUPPLY CORPORATION

RUS-TX Bulletin 1780-9 (Rev. 10/2021)

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

CORPORATION USE ONLY

Acct Number _____	<input type="checkbox"/> New Service
Engineering _____	<input type="checkbox"/> Transfer
Amount Paid _____	<input type="checkbox"/> Re-Instate
Classification _____	<input type="checkbox"/> Line Ext.
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: STATE: _____ NUMBER: _____

*DRIVER'S LICENSE NUMBER OF CO-APPLICANT : STATE: _____ NUMBER: _____

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

COUNTY OF PROPERTY: _____

PREVIOUS OWNERS NAME AND ADDRESS: (if applicable)

ACREAGE: _____

NUMBER IN FAMILY: _____

DATE OF PROPERTY PURCHASE: _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

HOUSEHOLD SIZE: _____

LIVESTOCK AND NUMBER: _____

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
 - 1) a new water system or

HAWLEY WATER SUPPLY CORPORATION

- 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
 10. federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

HAWLEY WATER SUPPLY CORPORATION

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 \$35.00. 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

Monthly Minimum

Tier (gal.):

0 – 14,999

15,000 – 24,999

25,000 – 49,999

50,000 and up

MEMBERSHIP FEE: \$120.00

\$35.00

\$/1,000 gal.:

\$9.75

\$10.75

\$12.00

\$15.50

APPLICANT

APPROVED

CO-APPLICANT

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. CO-APPLICANT: _____
- k. DATE: _____

HAWLEY WATER SUPPLY CORPORATION
DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

[Chapter 182, Subchapter B of the Texas Utilities Code](#) makes confidential a water utility customer's address, telephone number, account records, social security number,¹ and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to:

Hawley WSC
555 8th ST.
PO Box 296
Hawley, Tx 79525

Customers may rescind a request for disclosure by providing submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

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

Regardless of the confidentiality provision in Utilities Code Sec. 182.052, 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.

¹ See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

Detach and Return This Section

I authorize HAWLEY WATER SUPPLY CORPORATION to disclose my personal information, including my address, telephone number, usage and billing records, and social security number if HAWLEY WATER SUPPLY CORPORATION receives a written request for that information.

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

Co-Applicant

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

HAWLEY WATER SUPPLY CORPORATION

CROSS-CONNECTION CONTROL REPORTING FORM

Hawley Water Supply Corporation, in compliance with the Safe Drinking Water Act of 1974 and the amendment to the Safe Drinking Water Act of 1986, has determined to have a program in place to prevent backflow and backsiphonage into the public water supply.

WHAT IS A CROSS-CONNECTION?

A plumbing cross-connection is defined as a connection between a public water supply and a source of contamination or pollution. In other words, a cross-connection makes it possible for contaminating material to enter the drinking water supply when the pressure of the polluted source is greater than the pressure of the water supply. This can result in either a backsiphonage or a backflow (a reversal in the normal direction of water flow).

EXAMPLE 1

In Roanoke, Virginia on October 1979 Chlordane, a highly toxic insecticide, was backsiphoned into the water supply. This occurred while the water department was repairing a water main. An employee from an exterminating company working at a home nearby left one end of a hose connected to an outside faucet and the other end in a barrel of diluted insecticide. During the water service interruption, the chlordane was backsiphoned into the house plumbing and the city water main. The city performed extensive flushing of the water main's but the insecticide had adhered to the inside of the pipes. Tests of the water taken six days after the contamination showed Chlordane levels five times greater than considered safe. Residents of the affected area either carried water to their houses from 400-gallon water tanks the city supplied or traveled to homes of friends or relatives to shower and eat meals.

EXAMPLE 2

On October 1, 1991, two homeowners in the City of Southgate, Michigan, found parasitic worms, or nematodes, in their water. One homeowner found the worms swimming around in his bathtub when he started filling the tub for his child. He also found rust and other debris in his water. There was a water main break, which caused a vacuum in the public water system. The vacuum in the public water system (backsiphonage) pulled dirty ground water and nematodes (worms) from an irrigation system into the public water system.

Crews from the City's Department of Public Services opened fire hydrants and flushed all the water mains located three blocks north and south of where the backflow incident occurred.

As you can see, this is a very serious matter. Thankfully no one was killed during these backflows and backsiphonage events. Hopefully, Hawley Water Supply Corporation will never have a backflow or backsiphonage problem that could endanger the welfare of its citizens. However, because potential backflow problems do exist, **it is important for YOUR HEALTH AND SAFETY to complete the following survey on the back and return it to Hawley WSC within 30 days.**

In Person: 555 8th St
Hawley, TX 79525

by mail: Hawley WSC
PO BOX 296
Hawley, TX 79525

or by email: hawley@taylortel.net

**HAWLEY WATER SUPPLY CORPORATION
CROSS-CONNECTION CONTROL REPORTING FORM**

Customer Name _____

Phone # _____

Customer Address _____

Hawley Water Supply Acct# _____

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Underground lawn irrigation system? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by a testable backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Swimming pool or hot tub? | <input type="checkbox"/> | <input type="checkbox"/> |
| (in ground or above ground) | | |
| If yes, is it protected by a testable backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Chemical or medical facilities? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by a testable backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Private well or other source of water? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by a testable backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Boiler heat or water to air heat pump? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by a testable backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Garden hoses connected to possible contaminants? | <input type="checkbox"/> | <input type="checkbox"/> |
| (includes livestock watering troughs) | | |
| If yes, is it protected by a hose bibb vacuum breaker? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Water Softener? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by an air gap? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Booster Pump? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is it protected by a backflow preventer? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, does it have a low-pressure shut off switch? | <input type="checkbox"/> | <input type="checkbox"/> |

Customer Signature: _____ Date: _____

If you have any question's, please contact Tim Ferrall at 325-537-9268.

Thank You,
This form will help prevent
the accidental contamination
of your drinking water.

Form RD-TX 442-9
(Rev 6-06)

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
and _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by HAWLEY WATER SUPPLY CORPORATION (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, or Instrument Number _____ Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Form RD-TX 442-9
(Rev. 6-06)

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day
of _____, 20____

ACKNOWLEDGMENT
(Individual)

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by

_____ and _____
(Grantor) (Grantor)
Notary Prints Grantors Name Notary Prints Grantors Name

(SEAL)

Notary Public, State of Texas