

## GUIDELINES FOR COMPLETING THE MEMBERSHIP PACKET

- YOU MUST BE THE LAND OWNER WITH A CURRENT DEED TO THE PROPERTY IN YOUR NAME

**PLEASE NOTE:** IF THERE IS MORE THAN ONE PERSON LISTED ON THE DEED-ALL PARTIES MUST SIGN (UNLESS YOU ARE MARRIED)

IF YOU ARE IN DOUBT OR NEED CLARIFICATION, PLEASE CALL OUR OFFICE FOR HELP

- PLEASE COMPLETE ALL AREAS THAT ARE HIGHLIGHTED IN YELLOW
- PAGES 9 AND 10 **MUST** BE COMPLETED AND **SIGNED IN FRONT OF A NOTARY**
- PACKET WILL NEED TO BE RETURNED TO OUR OFFICE ALONG WITH A **PHOTOCOPY OF YOUR DRIVERS LICENCE AND COPY OF YOUR DEED**

**YOU WILL NEED TO CONTACT OUR OFFICE FOR PAYMENT INFORMATION TO BEGIN SERVICE**

NORTH HARDIN WATER SUPPLY CORPORATION  
P.O. BOX 55  
SILSBEE, TX 77656

**PRESENT RATES AND FEES:**

|                     |                               |          |
|---------------------|-------------------------------|----------|
| <b>Water Rates:</b> | <b>Monthly Minimum Charge</b> |          |
| 3/4"                | 2000 gallons                  | \$35.77  |
| 1"                  | 4000 gallons                  | \$55.27  |
| 1 1/2"              | 10,000 gallons                | \$113.77 |
| 2"                  | 20,000 gallons                | \$211.77 |

A charge of \$5.75 per 1,000 gallons will be added for water used over minimum.

|   |  |
|---|--|
| <b>Customer Service Inspection (CSI):</b>     | \$40.00 (initial visit + 1 <sup>st</sup> follow up / additional \$40.00 for 3 <sup>rd</sup> visit)   |
| <b>Membership Fee:</b>                        | \$150.00   |
| <b>Installation Fee:</b>                      | Quotes given on per case basis   |
| <b>Owner Notification Fee:</b>                | \$10.00  |
| <b>Deposit:</b>                               | \$50.00 – for any meter pulled due to non-payment or theft of services   |
| <b>Reconnect Fee:</b>                         | \$35.00 – Meters Pulled due to non-payment   |
| <b>Service Trip Fee:</b>                      | \$35.00 per trip – for any service or trip to member's tap as a result of a request by member/resident – only exception being rereads of meters and emergency situations |
| <b>Delinquency Fee:</b>                       | \$35.00 automatically added to past due accounts not paid BEFORE disconnect date listed on past due notice   |
| <b>Meter Test Fee:</b>                        | \$30.00 (if meter is accurate) plus charge of test.  |
| <b>Transfer Fee:</b>                          | \$50.00  |
| <b>Return Check Fee:</b>                      | \$35.00  |
| <b>Certified Letters for Returned Checks:</b> | \$7.50   |
| <b>Late Payment Fee:</b>                      | \$5.00 or 7.5%, whichever is greater   |
| <b>Temporary Meter Fee:</b>                   | \$100.00 (meters remain for 7 days)  |
| <b>After Hours Call Out:</b>                  | \$35.00  |
| <b>Letter of Credit:</b>                      | \$5.00   |
| <b>Customer History Report:</b>               | \$5.00   |
| <b>Copy Fee:</b>                              | \$.25  |
| <b>Equipment Damage Fee:</b>                  | Actual costs of all equipment use, labor, parts, materials and service fee   |

**PRICING:**

|                       |   |
|-----------------------|---|
| <b>Meter in place</b> | \$150.00 + 60.00 = 210.00   |
| <b>Drop In</b>        | \$265.00 + \$150.00 = \$415.00 (If CSI is necessary + \$40.00 = \$455.00) |
| <b>3/4" tap</b>       | \$1200.00 + \$150.00 + \$40.00 = \$1390.00                                |
| <b>1" tap fee</b>     | \$1425.00 + \$150.00 + \$40.00 = \$1615.00                                |
| <b>Line extension</b> | Quotes given on per case basis  |

Board Approved: 7/17/18

Effective Date: 10/5/18

**CORPORATION USE ONLY**

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Eng. Update: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_

**NORTH HARDIN WATER SUPPLY CORPORATION  
SERVICE APPLICATION AND AGREEMENT**

Please Print: **DATE** \_\_\_\_\_

**APPLICANT'S NAME** \_\_\_\_\_

CO APPLICANT'S NAME \_\_\_\_\_

**CURRENT BILLING ADDRESS:** \_\_\_\_\_ **FUTURE BILLING ADDRESS:** \_\_\_\_\_

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

**PHONE NUMBER Home** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **Work** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**PROOF OF OWNERSHIP PROVIDED BY** \_\_\_\_\_

**DRIVER'S LICENSE NUMBER OF APPLICANT** \_\_\_\_\_

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

\_\_\_\_\_ see attached deed and legal description

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

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

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

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A DEED AND LEGAL DESCRIPTION OR SURVEY 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 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 to 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.

**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

AGREEMENT made this [redacted] day of [redacted], [redacted]

between North Hardin Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and

[redacted] (hereinafter called the Applicant and/or Member),

Witnesseth: \_\_\_\_\_

The Corporation shall sell and deliver water and/or wastewater 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.

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. The Applicant may request a copy of the Corporation's tariff. 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 service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement (and/or the re-service agreement) and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

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. 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. In addition the Corporation may assess a lump sum of \$300.00 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. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater 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.

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

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. 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 airgap 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 any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to 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 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 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. 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.

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 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, and charges due on any account for which said Applicant is owner. 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.

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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witnesseth

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

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

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

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 \_\_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by \_\_\_\_\_ (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 and/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Inst# \_\_\_\_\_ Vol. \_\_\_\_\_, Page \_\_\_\_\_, 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 and/or sewer 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 and/or sewer 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 and/or sewer 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 [redacted] day of [redacted], 20 [redacted]

[redacted]

ACKNOWLEDGMENT  
(Individual)

STATE OF TEXAS §  
COUNTY OF [redacted] §

This instrument was acknowledged before me on [redacted] by

[redacted]

(SEAL)

[redacted] Notary Public, State of Texas

## NORTH HARDIN WATER SUPPLY CORPORATION CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

*IS THERE A CHARGE FOR THIS SERVICE?*

NO

*HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return.

NORTH HARDIN WATER SUPPLY CORP.  
PO BOX 55  
SILSBEE, TX 77656

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.

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**Detach and Return This Section**

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential.

\_\_\_\_\_  
*Name of Account Holder*

\_\_\_\_\_  
*Account Number*

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

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

NORTH HARDIN WATER SUPPLY CORPORATION

P.O. BOX 55, SILSBEE, TEXAS 77656  
(409) 385-7355 Phone (409) 385-2096 Fax

Effective as of the November 11, 1988 Board of Directors Meeting, the following policy will be enforced. This policy shall be reinstated as of March 19, 1988 by the North Hardin Water Supply maintenance department.

"Installation of service for new memberships may be refused if the Water Operator determines that the meter location chosen by the Applicant is near sewage affluence. To comply with health standard, the installation will be delayed until the situation is corrected or the location of the meter is changed to an area approved by the Operator. Any additional expense incurred due to a change in the meter location will be charged to and paid by the Applicant before installation is started. Any applicant requesting service will be informed of this requirement when their application is accepted."

These procedures will aid in preventing any harmful waste infiltrating into the system by unnatural occurrence.

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Applicant Signature

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Date



**NORTH HARDIN WATER SUPPLY CORPORATION**

BOBBY L. ROGERS  
MANAGER  
P.O. BOX 55  
SILSBEE, TEXAS 77656

Phone: (409) 385-7355

Fax: (409) 385-0296

North Hardin Water Supply Corporation will be implementing **paperless billing pilot program in March 2019.**

**If you are interested in receiving your bill via E Mail,** please complete and return the bottom portion of this notice to participate or contact our office at 409-385-7355 for more information.

Please indicate if you prefer paperless billing only or if you would like a bill via E Mail in addition to your paper bill by traditional mail.

Please be advised, only the account owner (land owner) can submit any changes for the account.

Thank you,

NHWSC

-----  
NAME: \_\_\_\_\_ ACCT # \_\_\_\_\_

EMAIL \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

PAPERLESS BILLING \_\_\_\_\_ OR E MAIL IN ADDITION TO PAPER BILL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**NORTH HARDIN WATER SUPPLY CORPORATION**

**ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS**

NAME: \_\_\_\_\_

METER #: \_\_\_\_\_

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

ACCT #: \_\_\_\_\_

I hereby authorize North Hardin Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

\_\_\_\_\_ Phone # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under this agreement that I can be given notice by the Corporation of all delinquencies on this account prior to disconnection of service by receiving duplicate bill notices. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

I also understand that as the property owner and member of North Hardin Water Supply Corporation, I am responsible to ensure that this account balance is kept current, in accordance with the Corporation's Tariff Section E 10 e and E 18. If service has been disconnected, this account shall not be reinstated until all debt on the account has been paid in full.

Signature \_\_\_\_\_

Date \_\_\_\_\_