

**WEST HARRISON WATER SUPPLY CORPORATION**  
**P.O. BOX 1027 5975 NOONDAY ROAD**  
**HALLSVILLE, TX 75650**  
**(903) 668-2450 OFFICE (903) 668-3341 FAX**  
Email: [customerservice@westaharrisonwater.com](mailto:customerservice@westaharrisonwater.com)

Welcome!

On behalf of our entire West Harrison Water Supply staff we would like to take this opportunity to welcome you as a new member. Our main goal is to provide safe and reliable water service to you. Our members are the most important part of our organization.

Please fill out the packet I have emailed today. We will get an estimate of how much new installation will be. Once the quote is given, the initial payment must be paid by cash, money order, or check. After your account is set up you may pay you water bills online. Please see your packet for details.

Sincerely,

Connie Vann

Office Manager

**WEST HARRISON WATER SUPPLY CORPORATION**  
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**PAPERWORK TO TURN BACK INTO THE OFFICE:**

- A. \_\_\_\_\_ DEED FROM CLOSING
- B. \_\_\_\_\_ FILE STAMPED DEED (YOU WILL GET ON IN THE MAIL WITH A DOCUMENT FILE # ON IT A FEW WEEKS AFTER CLOSING)
- C. \_\_\_\_\_ COPY OF YOUR DRIVERS LICENSE

**FORMS TO FILL OUT AND TURN BACK INTO THE OFFICE:**

- 1. \_\_\_\_\_ CUSTOMER INFORMATION FORM
- 2. \_\_\_\_\_ SERVICE APPLICATION AND AGREEMENT RUS-TX (Bulletin 1780-9) 4 pgs
- 3. \_\_\_\_\_ CUSTOMER SERVICE INSPECTION AND FILED WARRANTY DEED OR DEED OF TRUST
- 4. \_\_\_\_\_ CUSTOMER CHECK LIST (GIVE TO YOU BUILDER OR PLUMBER TO SIGN)
- 5. \_\_\_\_\_ MEMBERSHIP/APPLICANT EMERGENCY REQUEST AGREEMENT
- 6. \_\_\_\_\_ CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS
- 7. \_\_\_\_\_ QR CODE WEBSITE FORM
- 8. \_\_\_\_\_ RIGHT OF WAY EASEMENT (Form RD-TX 442-9) 2 pgs

**PAPERWORK FOR THE CUTOMER TO KEEP:**

- 9. \_\_\_\_\_ RATES PAGE
- 10. \_\_\_\_\_ USDA NONDISCRIMINAL STATEMENT
- 11. \_\_\_\_\_ ONE METER PER RESIDENCE REQUIREMENTS
- 12. \_\_\_\_\_ HOW TO PAY YOU BILL ONLINE

**FORM 1**

**CUSTOMER INFORMATION FORM**

DATE: \_\_\_\_\_

NAME OF ACCOUNT HOLDER: \_\_\_\_\_

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

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

CELL PHONE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

IS YOUR SERVICE:

RESIDENTIAL:

YOUR MAIN RESIDENT \_\_\_\_\_ VACANT LAND/NO DWELLING \_\_\_\_\_ RENTAL \_\_\_\_\_ VACATION \_\_\_\_\_

COMMERCIAL:

TYPE OF BUSINESS \_\_\_\_\_ NAME OF BUSINESS \_\_\_\_\_

RENTAL \_\_\_\_\_

PLEASE CHECK ANY THAT APPLY:

PRIVATE WELL \_\_\_\_\_ SWIMMING POOL \_\_\_\_\_ SPRINKLER SYSTEM \_\_\_\_\_ LIVESTOCK \_\_\_\_\_

**WEST HARRISON WATER SUPPLY CORPORATION**  
**SERVICE APPLICATION AND AGREEMENT**

<b>CORPORATION USE ONLY</b>
Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____

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)  
\_\_\_\_\_  
\_\_\_\_\_

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

PROPERTY SIZE/ACREAGE \_\_\_\_\_ SQUARE FOOTAGE OF RESIDENCE/STRUCTURE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

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

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A 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.

<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not of Hispanic or Latino	<b>Race:</b> <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian/Alaska <input type="checkbox"/> Native Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	

RUS-TX Bulletin 1780-9 (5/2017)

Service Application and Agreement

## WEST HARRISON WATER SUPPLY CORPORATION SERVICE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between West Harrison 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),

Print Name

### Witnesseth:

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.

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 the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water 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: The number of taps to be considered in the design and

- a. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 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, 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 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.

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 person's dwellings, businesses or property 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

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Service Application and Agreement

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.

The Corporation hereby notifies the Member that dual check valves are installed on all services. The dual check valves create a closed system for the Member which helps to ensure the health and safety of all customers from possible cross connection contamination. **The Member is warned that as a result of the installation of dual check valves, the possibility of thermal expansion is present within the member's closed system. To prevent possible damage or harm from thermal expansion, all members shall install and maintain adequate thermal and/or pressure relief valves on all hot water heaters attached to the Member's service lines.** For further information regarding the dual check valves, closed systems or thermal expansion, please contact the Corporation.

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Service Application and Agreement

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 owns a Membership Certificate. 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 three 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

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is and (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seal)

Notary Public in and for \_\_\_\_\_ County, Texas

\_\_\_\_\_  
Signature of Notary Public



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## CUSTOMER SERVICE INSPECTION AND FILED WARRANTY DEED OR DEED OF TRUST

*A Customer Service Inspection certificate shall be completed prior to providing continuous water service to new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities. 30 TAC 290.46 (j).*

### VACUUM BREAKER HOSE BIBBS ARE REQUIRED ON EACH OUTSIDE FAUCET ON WEST HARRISON WSC'S WATER

At the time of application of service with West Harrison Water Supply Corporation, I was informed of the fact that my service might require a Customer Service Inspection. I will make myself available to comply with the inspection, if necessary.

I was also informed of the fact that I will need to return a copy of the filed Warranty Deed or Deed of Trust and the Right-of-Way Easement within that same 30 days or my water service is subject to be discontinued.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Property Address: \_\_\_\_\_

# WEST HARRISON WATER SUPPLY CORPORATION

## Customer Check List - GIVE TO YOUR BUILDER AND PLUMBER

The Two days' notice is required to schedule inspections.

- A. meter will be locked upon installation.
- B. A pre-slab inspection is required (before concrete is poured).
- C. Separation of water service and building sewer is required. Your water service pipe and the building sewer spray must be separated by at least nine (9) feet of undisturbed or compacted earth.
- D. Leave ditch uncovered for the Customer Service Inspection when your water pipe line is connected to the house. Call to schedule inspection.
- E. A customer cut-off valve must be installed in a separate box with a lid next to the meter box before temporary service is given.
- F. **Temporary service** will be granted when the temporary construction inspection is completed and everything has been approved.
- G. A lead swab test must be performed after the sinks and hot water heater have been installed. Call to schedule test.
- H. **Each outside faucet must have a vacuum breaker hose bibb installed.**
- I. If you tie in with tubing you must use a compression nut, no shark bite fittings.
- J. A lead swab test must be performed after the sinks and hot water heater have been installed. Upon completion of construction, preferably at joint inspection between builder and customer, the West Harrison Water Supply Corp. will be notified and our manager will perform a customer service inspection and fill out a Customer Service Inspection Certification form (See Section 30 TAC 290.47 (d) for **permanent service**. This final inspection is for a potential cross-connection inside the dwelling or the service line to the dwelling. Schedule this inspection when someone will be able to allow access inside the home.

West Harrison WSC personnel cannot monitor your construction project in order to know when to perform inspections. It is **your** responsibility to make sure inspections are scheduled at the appropriate times. This will help prevent the need for corrections to be made to your construction after work has already been done.

I am aware of and will abide by the above-mentioned requirements for West Harrison Water Supply Corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**MEMBER/APPLICANT EMERGENCY REQUEST AGREEMENT**

Member/Applicant: \_\_\_\_\_ Account Number: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Physical Address of Service: \_\_\_\_\_

I, the member/applicant, requests that the Corporation notify the person(s) listed below, **OR** turn off meter service, **IF I AM NOT AVAILABLE.**

In case of emergency contact:

A. Name \_\_\_\_\_ Phone # \_\_\_\_\_  
E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

B. Name \_\_\_\_\_ Phone # \_\_\_\_\_  
E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

YES/NO I hereby authorize the West Harrison Water Supply Corporation personnel to **TURN OFF METER VALVE** in case of a leak or other type of emergency on my property.

**I also understand and acknowledge that the Corporation is under no obligation or liability to look for any leaks occurring on my property and that the Corporation may not know when or if a leak is on my property.**

\_\_\_\_\_ It is also my understanding that under Utilities Code Title 5, Chapter 251, Texas Law  
(Initial) requires individuals to notify WEST HARRISON WSC & 1 800 DIG TESS at least 48 hours but no more than 14 days, excluding weekends and holidays, prior to beginning excavation.

\_\_\_\_\_ Cost to repair West Harrison Water Supply Corporation water lines or equipment due to  
(Initial) the failure to follow this requirement will become the responsibility of the member or excavator.

Member/Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Member/Applicant's Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**WEST HARRISON WSC  
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.

West Harrison Water Supply Corporation  
P.O. Box 1027  
Hallsville, TX 75650

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.

-----  
**Complete This Section**

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

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

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

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

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

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

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

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[westharrisonwsc.com](http://westharrisonwsc.com)



West Harrison WSC now has a website where you can find additional information about our system (see link or scan the QR code above). As a service to our members, we have the ability to notify you immediately in the event of a service interruption, Boil Water Notice or other important announcement. Please indicate below whether you prefer to receive notifications through text or email.

Name on Account: \_\_\_\_\_

Subscriber Name: \_\_\_\_\_

Text Cell Phone #: \_\_\_\_\_

Carrier: \_\_\_\_\_ (AT&T, Verizon, etc.)

Email Address: \_\_\_\_\_

After your information has been entered into the system, you will receive either a text or an email verifying your enrollment.

**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 **West Harrison 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 and/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Document# \_\_\_\_\_, Deed Records, Harrison 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:

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

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**

**STATE OF TEXAS §**

**COUNTY OF \_\_\_\_\_ §**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is and (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

(Seal) Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

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Website: [www.westharrisonwsc.com](http://www.westharrisonwsc.com) (903) 668-2450 office  
(903) 668-3341 fax (903) 668-2281

## Rates \*

Base rate for meter	\$ 35.00 per month (standard 5/8 x 3/4 meter)
Rates for Water Usage	
0–2,000	\$ 6.00 per thousand gallons
2,001–6,000	\$ 6.50 per thousand gallons
6,001–10,000	\$ 7.00 per thousand gallons
10,001–20,000	\$ 7.50 per thousand gallons
20,001–40,000	\$ 8.00 per thousand gallons
40,001 and over	\$ 8.50 per thousand gallons

\* If you do not use any water, you will be charged the monthly minimum of \$35.00 + \$0.18 TCEQ assessment fee = A total bill of \$35.18.

Meters are read monthly, usually between the 15<sup>th</sup> and 20<sup>th</sup> and bills are mailed out by 27<sup>th</sup>. We are not responsible for mail delivery; therefore, if you have not received your bill by the 2<sup>nd</sup> day of the month, please call our office to obtain your balance due. If your payment is not received by the 10<sup>th</sup> of the month, it is considered late and a 10% penalty will be added.

Bills may be paid in person or by drop box at our office (no cash payments in the drop box please) or by mail at the P.O. Box listed above. Credit/Debit card and e-check payments are accepted through Payment Service Network. You can view your balance and pay online at [paymentservicenetwork.com](http://paymentservicenetwork.com), through the PSN mobile app (available through the App Store® or Google Play™) or by calling 1-877-390-7368. **Credit/debit card payments are not accepted through our office.** There is a \$50.00 charge for any returned checks or any PSN payment made from a bank account that is charged back.

Accounts which show a balance due after the 10<sup>th</sup> will be sent a late notice which lists the date service will be disconnected if the amount owed has not been paid. If payment is not received before 8:00 a.m. on the cut-off date shown on the notice, your water meter will be locked. In order for us to restore your service, someone must be physically present in your home when the meter is turned back on. A re-connect fee of \$50.00 will be charged to turn the meter back on. As of October 18, 2018, meters locked for non-payment will only be unlocked during normal business hours. If payment is made after 4:00 p.m., the meter will be unlocked the next business day. No after-hours service calls will be made for this purpose.

If you have a change of mailing address, you will need to complete a change of address form. This can be done at the office or you can download the form from our website. Any forms completed outside the West Harrison WSC office **must** be notarized and the original returned. Address changes *cannot* be made by phone. Please make sure we have your current phone numbers on file in case we need to contact you regarding a service disruption or leak.

The **owner** of the property is ultimately responsible for the water usage and payment.

If your water meter is enclosed by fencing, you **must** allow access by a nearby gate in order for the meter be read monthly and serviced when necessary. Your water meter is located within a utility easement. This means that when landscaping or fencing your yard, you need to maintain enough distance from the meter and box to allow us to read, service and repair your meter. This also means that it is the property owner's responsibility to ensure that the meter box is visible and accessible at all times. ***Make sure the area around your meter is always mowed and cleared of brush to allow access for meter reading.***

We request your cooperation in maintaining a safe water system. Please check with the office or call 903-668-2450 **BEFORE** you build fences, dig post holes or grade with heavy equipment, etc. We will gladly locate West Harrison Water Supply Corporation's water distribution lines so that costly repairs and disruption of water service can be avoided. Please remember this is your water system too!



**Water meters are the property of the West Harrison Water Supply Corporation and may only be turned on or off, locked or removed by the WSC.** The following is a list of possible reasons for locking or removal of the water meter, however is not limited to:

1. Customer request
2. Delinquent payment of bill
3. Multiple residences using the service
4. Public health hazard
5. Violation of any regulation of federal, state, or local agency having jurisdiction
6. Meter tampering
7. Willful destruction of WHWSC property
8. Less than reasonable use of the service which causes inadequate service to other customers.

Please call 903-668-2450 with any problems such as a break or water outage as soon as possible.

**For those with wells:**

There must not be any cross-connections. There must be an actual physical gap between the piping of your well and our system! This is a regulation by the TCEQ to avoid potential health risks.

The TCEQ Rules and Regulations, 30 TAC 290.47(b) (II) RESTRICTIONS states:

“The following unacceptable 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 device.”**

30 TAC 290.46 (j) (2) States: “As potential contaminant hazards are discovered, they shall be promptly eliminated to prevent possible contamination of the water supplied by the public water system. The existence of a serious threat to the integrity of the public water supply shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or until sufficient additional safeguards have been taken.”

When we inspect your system, we will physically verify that you have an air gap that is twice the diameter of the water supply pipe. For example, if you used a ¾” pipe, a 1 ½” air gap is required. Also, we require that you install a cut-off valve in a separate box with a lid on your side of the meter next to the meter box. **Please call the office to schedule an appointment for the on-site inspection. A day’s notice is appreciated.**

The above policies will assist you in understanding the operation of the West Harrison Water Supply Corporation. These policies may not cover every set of circumstances and are subject to change.

Thank you in advance for your cooperation in keeping our WSC in compliance with the State’s rules and regulations!

# USDA NONDISCRIMINATION STATEMENT

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1. Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
2. Fax: (202) 690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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## One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

### **These rules apply to public water utilities:**

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of

the customary use of the property.  
[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

### **These rules apply to retail public utilities and public water systems:**

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

**Questions?** Contact the Consumer Assistance group, Water Supply Division, at 512-239-4691 (*fax*, 512-239-6145) or by mail at this address:  
Consumer Assistance MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087



# Requisito de “Un Medidor por Residencia”

Es importante para los usuarios de agua recibir un suministro continuo y adecuado de agua. Es igual de importante para los servicios públicos de agua tener establecido medidas adecuadas para asegurar que cada usuario reciba un suministro adecuado de agua protegida contra la contaminación por fuentes externas. Para ayudar a realizar esto, se han escrito normas para la protección de los usuarios y de los servicios públicos de agua. Estas normas exigen que haya un medidor por cada residencia o por cada conexión comercial. Los siguientes son extractos de las normas de la Comisión de Calidad Ambiental de Texas [TCEQ, por el nombre en inglés]. Los números y letras entre paréntesis indican dónde se encuentran estas normas en el Texas Administrative Code (30 TAC; en español, Código Administrativo de Texas).

## **Estas normas aplican a los servicios públicos de agua:**

Se requiere un medidor para cada conexión de servicio residencial, comercial, o industrial. Un edificio de departamentos o un parque de casas móviles se pueden considerar como un solo local comercial para el propósito de estas secciones. El director general puede otorgar una excepción a este requisito de medidores individuales si la plomería de un edificio de uso múltiple o de varios ocupantes prohibiera la instalación de medidores individuales a un costo razonable, o si resultara en una interrupción poco razonable del uso normal de la propiedad. [291.89(a)(4)]

Uso del medidor. Todos los cargos de servicio de agua deben basarse en las indicaciones del medidor, excepto cuando se autorice de otra manera en la tarifa aprobada para el servicio público de agua. [291.89(a)(1)]

**Estas normas aplican a servicios y sistemas públicos para el suministro de agua:** Cada sistema público de agua debe proveer medidores de agua de precisión en cada conexión de servicio, para la acumulación de datos sobre el consumo de agua. [290.44(d)(4)]

Conexión - Una residencia de una sola familia o un solo establecimiento comercial o industrial que recibe agua potable del sistema de agua. [290.38]

**¿Preguntas?** Comuníquese con nuestro grupo de Asistencia al Consumidor (Consumer Assistance), de la División de Suministro de Agua (Water Supply Division), al 512-239-4691 (*fax*, 512-239-6145) o, por escrito, a esta dirección:  
Consumer Assistance MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087

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