

Ben Wheeler Water Supply Corporation

5461 FM 858

(903) 833-5206

Ben Wheeler, Texas 75754

Member's Responsibility

I, _____ have received a Membership in the Ben Wheeler Water Supply Corporation on the _____ day of _____ 202___. I have read, understand and agree to abide by the following Corporation member's responsibilities. I also agree to abide by the rules and regulations in the Corporation's Bylaw's and Tariff.

I understand if a violation of the Corporation's rules, regulations, or Member's Responsibilities occurs this can result in my water service being terminated. **At any time if service is terminated a \$75.00 disconnect fee plus all outstanding balances will be assessed to my account and must be paid before service is resumed.**

RESPONSIBILITIES:

1. **This Membership entitles me to one connection of water service, to serve only one residence or business.** The Installation shall be assigned and restricted to the service location's specified parcel of land originally designated to receive service at the time of application
2. At least the minimum monthly rate is due and payable each month whether or not water is used.
3. I will pay my bill each month by the due date. If my payment is not paid or post marked by the due date I agree to pay the \$25.00 late fee that will be assessed to my bill.
4. I will notify the office of the Corporation in writing of any name, address or telephone number changes.
5. I understand that if my payment is not in the Corporation's office by the delinquent date that my meter is subject to disconnection. Along with the delinquent charges a \$75.00 delinquent payment fee will be paid by me to resume service.
6. **I also understand that if my meter is locked for non-payment of a bill, the meter will remain locked for ten days. If payment is not made within these 10 days, my meter will be removed and my Membership in the Corporation will be liquidated. If I request service in the future all delinquent fees plus current charges for service must be paid. This includes past due balance, Disconnection Fee, Membership Fee and all other service fees.**
7. It is my responsibility to contact the office if I have not received a bill by the first (1st) day of the month. Not receiving a bill does not void the late charge etc.
8. **I will provide SAFE UNOBSTRUCTED access to the water system representatives or employees; during meter reading and any other time I have been informed that the Corporation needs access to my property, (RESTRAIN ANIMALS).** If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice.
9. I will allow the water system operator or representative to check my property for illegal or unsafe conditions.

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10. **I am responsible for all water usage registered on my meter (unless meter is in error). I will pay for this usage whether it is from known or unknown usage, leaks, or line breaks.**
11. **Regardless of my meter's location I will keep a four (4) foot radius around my meter clean and clear of debris.**
12. If any water corporation equipment is located behind a secured area, I will provide a key or gate code to the Corporation, for access for meter reading, maintenance, etc. If for any reason, they are unable to gain access to the equipment for two months, I agree to pay all costs incurred in relocating the equipment to an accessible area.
13. I will see that all plumbing connections are made to comply with Texas Department of Health, TCEQ rules and regulations. I will be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - a) All connections shall be designed to ensure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46) (see Miscellaneous Backflow Form)
 - b) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux 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's facilities. Customer service pipelines shall be installed by the applicant and shall be a minimum of SDR-26 PVC pipe. (30 TAC 290.46)
 - c) Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
14. **If I have more than one Membership, I am responsible to keep payment on all accounts current. If I have rental property, I am responsible for the bill.**
15. Any damage to Corporation equipment caused by my representative or me will be paid in full by me for all charges incurred in making repairs or replacement.
16. I am responsible for all charges on my account, until I have properly completed all required paperwork in the office of the Corporation to liquidate or transfer the account. (TRANSFER PAPERS, REQUEST FOR DISCONNECTION, ETC.)
17. I understand if my Membership is liquidated for Non-Payment; the Corporation will file a Judgment against me for the amount due plus all costs incurred in obtaining the Judgment.
18. I also understand that the meter, meter box, etc, are property of the Corporation and was installed for my use.
19. I understand that the Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff.
20. I understand that the Corporation requires each Member to have a cut-off valve on the

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Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This additional cut-off valve may be installed as a part of the original meter installation by the Corporation at the Member's expense.)

21. I will notify the Corporation 48 hours prior to any excavating or digging of any knid.

I have been offered a copy of the Corporation's Bylaws and Tariff. I understand the Members of the Corporation can amend this set of Bylaws. I also understand the Tariff can be changed by the Board of Directors. It is up to me to stay informed of any changes in the Bylaws or Tariff.

I have been informed that the records of the Corporation are kept in the Corporation's office and may be examined by me in the presence of the elected Sec./Treas. of the Corporation. I will give advance notice so the Sec./Treas. Can make arrangements to be present, and have the requested information available. I will pay the cost of any copies I may request.

Member Signature

Date

Print Name

Account #