

Action Edit Query Block Record Field Window Help

Mode: Entry Help(F1) Find(F2) Save(F3) New(F4) Release(F5) Print Prev Next Main Menu Close

PO Number 592393 Vendor No 138479
 PO Date 10-02-2007 Vendor Name MILITARY HIGHWAY WATER SUPPLY CORP.
 Requisition No 00119070 Address P. O. BOX 250
 Owner MIRAMIREZ PROGRESO, TX 78579
 PO Type

PO Total 240.00
 Payment Total

Detail	Header	Payment Info	Journals		
				Quantity	
Line No.	Ordered	Received	Description	Unit Price	Amount
1	1		APPLICATION FEE	30.000	30.00
2	1		SEWER TAP	210.000	210.00
				Total	240.00
Account Number	Description			Amount	Amount Lig
7-1331-452-00-122-014-0-739	C. O. ,2001-PARKS PCT.2-OTHER STRUCTURES			240.00	.00



Action Edit Query Block Record Field Window Help

Mode: Entry Help(F1) Find(F2) Save(F3) New(F4) Delete(F5) Print Prev Next Main Menu Close

PO Number 091979 Vendor No 138479
 PO Date 09-24-2007 Vendor Name MILITARY HIGHWAY WATER SUPPLY CORP.
 Requisition No 00118557 Address P. O. BOX 250
 Owner MIRAMIREZ PROGRESO, TX 78579
 PO Type

PO Total 2,194.74
 Payment Total

Detail	Header	Payment Info	Journals
	Quantity		
Line No.	Ordered	Received	Description
1	2		2" WATER METERS
2	1		MEMBERSHIP FEE ONE TIME FEE
			Unit Price
			Amount
			1,047.370
			2,094.74
			100.000
			100.00
			Total
			2,194.74
Account Number	Description	Amount	Amount Lig
7-1331-452-00-122-014-0-739	C.O.,2001-PARKS PCT 2-OTHER STRUCTUREE	2,194.74	.00

Work Order # _____
Receipt # _____
Price _____

MILITARY HIGHWAY WATER SUPPLY CORPORATION SERVICE SURVEY FORM

Date _____

Applicant's Name: _____

D.L.# _____

Spouse's Name: _____

S.S.# _____

D.L.# _____

Address: _____

S.S.# _____

Telephone #: Home (____) _____

Work (____) _____

Proof of ownership provided by: _____

Physical Location Subdivision : _____

Lot: _____

Block: _____

Previous owner's information (If existing service):

Account # _____

Name _____

Address _____

House Information: Brick Wood frame Frame Vacant

New Construction Existing Structure Major Modification No Structure Mobile Home

Number in Family:

Are you a current member with existing account? Yes No

Residential Commercial

Note: A map of the service location request must be attached.

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 water charges for such service as prescribed in the Corporation's published rates, fees and conditions of service. 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 \$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 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 Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the sole use of the member or customer and is to serve water to only one dwelling or only one business. Extension to another, to share, resell, or sub-meter water to any other person, dwellings, business, and/or property, etc., is prohibited.

In the event the total water supply be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water the Corporation may initiate the Emergency Rationing Program as indicated in the Corporation's Tariff. By execution by the Applicant of this agreement, Applicant hereby agrees to comply with the terms of said program.

The Member shall install at his own expense a service line from the water meter and connection and/or sewer tap to the point of use, including any customer isolation valves and other equipment as may be specified by the Corporation.

The Member shall hold the Corporation harmless from any and all claims or demands caused by service interruptions due to waterline and /or sewerline 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 Member agrees to grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future members, on such forms as required by the Corporation.

ATTACHMENT "A"

AGREEMENT

I. PURPOSE

The Military Highway W. S. C. is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Military Highway W. S. C. will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not reestablish service unless it has a signed copy of this agreement.

II PLUMBING RESTRICTIONS

The following undesirable plumbing 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 must be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking waters supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. AGREEMENT

The following are the terms of the service agreement between Military Highway W. S. C. (the Water System) and _____.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of One and no/100ths Dollars (\$1.00), and other good and valuable consideration paid by MILITARY HIGHWAY WATER SUPPLY CORPORATION, a Texas non-profit corporation organized and operating pursuant to Article 1434a (VATS), having its principal offices in Hidalgo County, Texas (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, exclusive easement with the right to install, operate, inspect, repair, maintain, replace, and remove utility pipeline(s) across _____ acres of land, more particularly described in an instrument dated _____ which instrument is recorded in Volume _____, Page _____, _____ Records, _____ County, Texas, together with the right of ingress and egress over the said tract of land and adjacent lands for the purpose for which the above mentioned rights are granted.

This easement hereby granted shall not exceed 20' 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 20' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of 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 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:

Grantors authorize Grantee to contact and request lienholder's approval of this easement.

Grantors hereby include in this Right of Utility Easement the rights to remove from said lands all trees, shrubs, and parts thereof, or other obstructions which in any way endanger or may interfere with the efficiency of said pipeline(s) or appurtenances thereto. Grantors specifically agree that no building or structure of any kind will hereafter be erected or placed by the Grantors, their successors and assigns, on said Rights of Way easement herein above granted, except by written approval of Grantee.

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 for so long as the Grantee own it, whichever is longer.

MILITARY HIGHWAY WATER SUPPLY CORPORATION TERMS AND CONDITIONS

The applicant is obliged to comply with all Rates, Rules and Regulations of the Military Highway Water Supply Corporation, herein referred to as the MHWSC.

MHWSC asked for a federal loan to cover the meter installation and the extension of pipe line to service customers with water. In order for the MHWSC to pay the 40 year loan it is necessary for all customers to comply with the following regulations:

1. There will be a minimum charge per month soon after your meter has been installed or Unlocked regardless if you use the water or not.
2. If the meter is locked for failure to pay, MHWSC will still bill you the Minimum charge for each month plus re-connection charge whenever you desire your services to be reinstated. This will be done for up to three (3) or six (6) months, after which; your account will be inactivated and your membership will be forfeited.
3. When selling property: The same procedures on #4 will be required.
4. The MHWSC reserves the right to bill the applicant for repair or replacement of damaged MHWSC property. (Ordinary wear and tear are exceptions to this rule)
5. The applicant will be held responsible for the protection of all of MHWSC property in or on his premises or adjacent thereto. The applicant shall exercise all reasonable diligence to prevent loss of or damage to said property.
6. The MHWSC will apply a delinquent charge of \$1.00 penalty to all bills not paid by the due date, which will be usually around the 15th or 16th of the month. A second late charge of \$3.50 will be applied to your bill if you don't pay by the final due date. Failure to receive bill will be no excuse for non-payment of bill or waiver of penalty or disconnection of service.
7. The applicant will pay for all water passing through MHWSC metered connections to premises from date of application and until such time as the applicant notifies the MHWSC in writing to discontinue the Service. The above applies regardless of whether or not premises are occupied by the applicant.
8. The MHWSC shall have the right at any time without notice to suspend services for repairs, extensions and other necessary maintenance. The MHWSC shall not be held liable for any damage that may occur directly therefrom. The MHWSC accepts responsibility only in those cases where it or its employees have been proved responsible for negligent action.

Rate Code _____ RS / CS
Date Paid _____
Amount Paid _____
Receipt Number _____
Work Order Number _____

MILITARY HIGHWAY WATER SUPPLY CORPORATION CONTRACT FOR SEWER SERVICES

AGREEMENT made this _____ day of _____ 20 _____ between Military Highway Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Member).

Witnesseth:

The Corporation shall sell and provide sanitary sewer service to the member and Member agrees to purchase and receive sanitary sewer service from the Corporation, in accordance with the bylaws and rules and regulations of the Corporation as amended from time to time by 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, a copy of which has been provided as an information packet, for which the Member acknowledges receipt hereof by execution of this agreement.

The Board of Directors shall have the authority to cancel the membership of any member not complying with any policy or not paying any utility fee or charge as required by the Corporations published rates, fees, and condition of service.

The sewer tap and/or connection is for the sole use of the Member or customer and is to serve water to only one dwelling or only one business. Extension to another, to share or resell sanitary sewer service to any other persons, dwellings, business, and/or property, etc., is prohibited.

The Member shall hold the Corporation harmless from any and all claims or demands caused by service interruptions due to sewer line breaks by utility or like contractors, tampering by other Members/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member agrees to grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipelines, connections and any other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future members, on such forms as required by the Corporation.

The Corporation shall have the right to locate a sewer tap and the pipe necessary to connect the tap 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 times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the Member's premises.

The Corporation's authorized employees shall have access to the member's property or premises at all reasonable times for the purposes of inspecting for possible violations of the Corporation's policies, or Texas Department of Health Rules and Regulations. The Corporation strictly prohibits the connection of service pipelines to any private well or other unknown water supply.

By execution of this Standard Service Application and Agreement, Applicant agrees that violations of the terms of this Agreement may constitute 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 pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Member's Signature _____ Date _____

MHWSC Representative _____ Date _____

----- FOR CORPORATION USE ONLY -----

MEMBER INFORMATION	
Member Account Number _____	
Member Name _____	
Address _____	

Phone Number _____	
IDENTIFICATION	
Type _____	
Number _____	Expiration _____

PHYSICAL LOCATION	
Subdivision _____	
Lot _____	Block _____
Direction / Note _____	

Existing Line Yes / No	