

RUS-TX Bulletin 1780-9 (Revised 9/02)

EMPLOYEE USE ONLY

**GASTONIA-SCURRY SPECIAL UTILITY DISTRICT
SERVICE APPLICATION AND AGREEMENT**

Date Approved: _____
Location #: _____
Cost: _____
Work Order Number: _____
Account Number: _____
Transfer Date: _____

Please Print: Date: _____

Applicants Name: _____

Co-Applicants Name: _____

Billing Address: *(It is the responsibility of the customer to notify the District of any and all address changes)*

Physical/Service address of property: _____

Phone Number: Home (_____) _____ - _____ Work (_____) _____ - _____

E-Mail Address: _____

Driver's License Number of Applicant: _____

Does the property have a sprinkler system: Yes - No

Do you plan on installing a sprinkler system: Yes - No

You must notify the District upon installation of any sprinkler system per State Regulations. The system must be inspected by a licensed professional, an official form turned in to the District for compliance with the State Regulations regarding backflow prevention devices. Failure to do so could result in interruption of your service.

Service Agreement

AGREEMENT made this _____ day of _____, 20__, between Gastonia

Scurry Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and

_____, (hereinafter called the Applicant and/or Customer)

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Bylaws and Rate Order & Service Policy of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said policies

The Board of Directors shall have the authority to discontinue terminate or suspend the service to any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

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 Deposit 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
 - 2) expanding the facilities of an existing water system.

All water shall be metered by meters furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the 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 sub meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Customer'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 District shall have the right to remove any of its equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment specified by the District. The District shall also have access to the Customer'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 Rate Order & Service Policy and service policies.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. 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 shall be isolated from the public water system by an air gap 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 8.0 % 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 of plumbing on or after July 1, 1988, at any connection, which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District normal business hours.

The District shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District 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 Customer.

The District would like to notify the member that we install a non-testable backflow prevention assembly at the meter that may cause thermal expansion in the plumbing or/and fixtures at your home. An expansion tank may be installed on your hot water heater in order to prevent thermal expansion.

In the event the total water supply is insufficient to meet all of the Customer's demand, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rate Order & Service Policy. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customer/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system wide service for existing or future members.

The Customer shall grant to the District, 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 equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

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 District.

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 District's Rate Order & Service Policy.

District Representative

Applicant/Customer

SERVICE REQUIREMENTS

ESTABLISHING-NEW SERVICE

Gastonia-Scurry Special Utility District Non Standard Service Fees is \$2,400.00 not including installation fees and deposits; this must be paid in full. Hardships maybe recognized by the Board of Directors. The new member must sign or bring in the following paperwork to our office.

1. Service Agreement
2. Right-of-Way Easement
3. \$100.00 Deposit (This fee cannot be paid by credit/debit cards)

Once the application is complete and it has been determined no road bores or line extension will be required the meter will be scheduled for installation. The installation will depend on:

1. The weather
2. The work load
3. Main breaks take precedent over new installation

Road bores, line extensions, and lines running from the meter to the house is the homeowners responsibility to install and maintain.

District Dates & Fee's

Office Hours: 8:00 am to 4:30 pm
Meter Reading dates between: 10th – 15th
Due Date: Cycle 1~ 15th - Cycle 2 ~ 25th (Senior Citizens ONLY)
Late Fee after the 15th: \$10.00 if the due date falls on a weekend due date is the next business day
Disconnect Qualification: 30 days or \$31.00 dollar balance past due
Payment arrangements: Must be made on or before the 15th of each month
Disconnect During office hours: \$50.00 (request & payment for reconnect must be made by 2pm to be reconnected that day)
Reconnect After office hours: **WE DO NOT RECONNECT WATER AFTER BUSINESS HOURS**

The monthly minimum charge is \$25.00 this includes 5,000 gallons of water. This amount must be paid every month regardless if any water is used. The rates after the minimum usage are as follows:

- 1. 5001-7500 Gallons = 6.25 per 1000 Gallons
- 2. 7501 and up = 7.50 per 1000 Gallons

Privacy Non-Disclosure

I hereby request that the District keep the personal information in my account record confidential, including my address, telephone number and social security number, to the extent permitted by federal and state law.

_____ **Yes**, I want you to make my personal information (address, telephone number, and social security number)

confidential. **You will be required to provide the last four digits of your SSN# for verification purposes**

_____ **No**, I decline the confidentiality option.

Security Verification # (last four digits of SSN#): _____

Signature: _____

Acknowledgement of Documents

I acknowledge receipt of the Gastonia-Scurry Special Utility District New Service Application and Agreement on _____ as legible. I understand that if the application is not legible, it is my responsibility to obtain a legible copy from the district . I agree to return the forms in legible, original format without alterations.

Signature

Date Signed

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 Gastonia-Scurry Special Utility District, (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 and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide -customers, over and across _____ acres of land, more particularly described in instrument recorded in 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 right to abandon-in-place any and all water supply 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 Grantors' 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 land 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 the 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__.

X _____

X _____

(Seal)

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(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 THIS THE ____ day of _____, 20__.

Notary Signature

(Notary Public in and for) _____ County, Texas.