

WE ACCEPT CASH,CHECK AND MONEY ORDER/WE ALSO DO BANK DRAFTS

Standard Service Application

Lindale Rural Water Corporation
P.O. Box 756, Lindale, Texas 75771
Phone- 903-882-3335 Fax- 903-882-6822

Date: _____	# of Occupants: _____	<u>LRWSC Use Only</u>
Applicant's Name: _____		Date: _____
Special Service Needs: _____		Meter #: _____
Address Moving From: _____		Sequence: _____
		UID: _____
Address Moving To: _____		Meter Ins: _____
(Service Address) _____		UID Ins: _____
Mailing Address: _____		Last Read: _____
		Deposit: _____
		Rt #: _____
		Pump #: _____
		Old Acct #: _____
		New Acct #: _____

Email: _____

Home Phone: _____ Work Phone: _____

Driver's License# (Required _____ (need a copy)

Previous Owner Information:

Name: _____ Phone: _____

Address: _____

BY SIGNING THIS I UNDERSTAND THAT PAYMENT OF MY WATER BILL IS DELINQUENT AFTER THE 15TH OF EACH MONTH AND IS SUBJECT TO DISCONNECTION.

Print Name Signature

NOTE: PROOF OF OWNERSHIP MUST ACCOMPANY THIS APPLICATION. (CIRCLE ONE) Deed of Trust, Warranty Deed, Other _____

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You can now request that personal information contained in our utility records not be released to unauthorized persons.

The Texas legislature recently enacted a bill, effective September, 1 1993 allowing non-profit water supply corporations to give their customers the option of making the customer's address, telephone number, and social security number confidential.

PLEASE NOTE: WE MUST STILL PROVIDE INFORMATION TO
(1)AN OFFICIAL OR EMPLOYEE OF THE STATE OR A POLITICAL SUBSIVISION OF THE STATE OR 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 OF FEDERAL GOVERNMENT

(5) A PERSON FOR WHOM THE CUSTOMER HAS CONTRACTUALLY WAIVED CONFIDENTIALITY OF PERSONAL INFORMATION; OR

(6) ANOTHER ENTITY THAT PROVIDES WATER, WASTE WATER, SEWER, GAS, GARBAGE, ELECTRICITY, OR DRAINAGE SERVICE FOR COMPENSATION. HOWEVER, SUCH CONFIDENTIALITY DOES NOT PROHIBIT THE CORPORATION FROM DISCLOSING THE NAME AND ADDRESS OF EACH MEMBER, OR THEIR AGENTS OR ATTORNEYS, IN CONNECTION WITH ANY MEETING OF THE CORPORATION'S MEMBERS.

Yes, please DO NOT give out my address, telephone number, or social security number.

Initial Only

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Witnesseth:

The corporation shall sell and deliver water service to the applicant and 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 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 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.

All water shall be metered by meters to be furnished and installed by the corporation. This meter connection is for the sole use of the member or customer and is to provide service to only one dwelling or only one business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other person, 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 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 as may be specified by the corporation. The corporation shall also have access to the member's property for the purpose of inspection for possible cross-connections and other undesirable plumbing practices.

The corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement services as notice to each customer of the plumbing 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 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

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- contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 any 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 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.
 - F. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The corporation shall maintain a copy of the agreement as long as the member and/or premises is connected to the public water system. The member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the corporation or it's 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 plumbing practices which have been identified during the initial or subsequent inspection. The member shall immediately correct any undesirable plumbing practice on their premises. The member shall, at his 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 needs 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 tariff. By execution of this agreement, the applicant hereby shall comply with the terms of said program.

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By execution hereof, the applicant shall hold the corporation harmless from any and all claims for damages caused by service interruptions due to water line 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 shall grant to the corporation, now or in the future, any easements or 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.

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. If member rents or leases said property, he will be responsible for any unpaid charges unpaid by renter. Said guarantee shall pledge any and all membership fees against any balance due the corporation. Liquidation of said membership fees shall give risk to disconnect of service under the terms and conditions of the corporations 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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the corporations tariff.

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 as indication of interest fee in lieu of a membership fee 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.

The applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it's available. Applicant, upon qualification for service under the terms of the corporation's policies, shall further qualify as a member by the corporation to a membership fee. Applicant further agrees to pay upon becoming a member, the monthly charges for such service as prescribes in the corporation's tariff. Any

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breach of this agreement shall give cause for the corporation to liquidate, as damages, the fees previously paid as an 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 denied infessible 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, and indication of interest fee shall be of an amount equal to the corporation's membership fees.

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 access to its property and equipment located 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, and illegal lead materials.

This agreement made the _____ day of _____,2015

Between Lindale Rural Water Supply Corporation, a corporation
organized under the law of the state of Texas (hereinafter called the
corporation and _____) (hereinafter called the
applicant and/or member).

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

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ATTENTION: NEW CUSTOMERS!
WARNING!

By installing a double check valve on your water meter, your home has lost the thermal expansion capabilities that were present before. Check with your plumber to make sure that your water heater is protected.

The purpose of installing a dual check valve at your meter is to prevent any backflow from entering the water system. If you have a "pop off valve" on your hot water heater, you should not have any problem.

By signing this form, you are verifying that you have been notified of the possible problems involved with the installation of a double check valve. If you have any questions, please contact our office or call a licensed plumber.

Print Name

Signature

Date

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Billing, Payment Methods, and Lock Procedures

We start reading the meters on the 15th of each month.

The bills go out the last working day of the month, and are due on the 15th of the following month. If the 15th falls on the weekend, then you have until 8 AM--Monday to pay your bill.

On the 16th day of the month, a late notice goes out with a disconnect date on the bill. A \$10.00 late charge is added to the bill as well.

If your meter is locked for non-payment, there is a \$50.00 charge added to your bill. No unlocks after hours. If we come to lock your meter, and you pay the employee that is there to lock the meter, you will still be charged a \$25.00 fee.

We take CASH, MONEY ORDERS and CHECKS for payments. If your check comes back NSF, there is a \$20.00 charge added to your bill for handling charges.

We have a drive thru window and drop box. If you mail your payment you will not be charged a late fee as long as it is post-marked by the 15th, even if we do not receive it by the 15th of the month.

Bank drafts have also recently become available to our customers. If you choose to do this, you will still receive a bill at the first of the month for your records and as a reminder. Then we draft on the 13th of the month.

By signing this notice, I am acknowledging that I have read and understand the billing methods of this company.

Date

Printed Name

Signature

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Attention Home Owners!

READ CAREFULLY

Please be aware that when you are a home owner, you must put up your \$100.00 membership that stays on the account until you sell your property. You must show us that your property is sold in order for us to refund your money.

Please be aware that when you rent your property out, you are responsible for your renter's bill. If your renter moves out, and leaves a bill, you must pay this bill before we will reconnect services for this address. We require a \$50.00 deposit from all renters, unless instructed otherwise by you (the property owner) to help with any bill they did not pay. However, after the deposit is applied to the account, if there is still a balance, THE HOMEOWNER MUST PAY IT.

Please be aware that bills are due on the 15th of every month. After the 15th, there is a \$10.00 late fee added to your account. The disconnect date will be the 26th of the same month. The disconnect fee is \$25.00 and the reconnect fee is an additional \$25.00. If there is a late fee and a past due amount on your bill, you are behind a month and you are subject to be disconnected before your next bill is due. In addition, if you do not receive your bill, you are still responsible to pay it. We mail them out, if you do not receive it, that is between you and your local postal service.

Please be aware that if there is a leak in your home, or around your home, you are responsible for the repair of that leak. We are only responsible for the meter, and the water lines on our side of the meter, meaning anything after the meter going towards your house is your responsibility. If you have had a bad leak, please let us know so that we are aware that there is not a problem with your reading or the meter. Please also be aware that you are still responsible for the water usage during that leak.

If you have any questions, or need any assistance please do not hesitate to call us at 903-882-3335.

Print

Sign

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

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 Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

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 the 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 and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any 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 lines 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 lands and that said lands are free and clear of all encumbrances and liens except the following:

Form RD-TX 442-8
(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 _____ day of _____, 20_____.

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
_____.

(SEAL)

Notary Public, State of Texas

THE INFORMATION REGARDING RACE, ETHNICITY, AND SEX DESIGNATION SOLICITED ON THIS APPLICATION IS REQUESTED IN ORDER TO ASSURE THE FEDERAL GOVERNMENT, ACTING THROUGH THE RURAL HOUSING SERVICE THAT THE FEDERAL LAWS PROHIBITING DISCRIMINATION AGAINST APPLICANTS ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, FAMILIAL STATUS, AGE, AND DISABILITY ARE COMPLIED WITH. 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, THE COMPANY IS REQUIRED TO NOTE THE RACE, ETHNICITY, AND SEX OF INDIVIDUAL APPLICANTS ON THE BASIS OF VISUAL OBSERVATION OR SURNAME.

ETHNICITY:

HISPANIC OR LATINO _____

NOT HISPANIC OR LATINO _____

RACE:

1. AMERICAN INDIAN/ALASKA NATIVE _____

2. ASIAN _____

3. BLACK OR AFRICAN AMERICAN _____

4. NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____

5. WHITE _____

GENDER IN HOUSEHOLD: (HOW MANY OF EACH)

MALES _____

FEMALES _____

Rate Sheet

Base Rates

3/4" and 5/8" Meter	\$20.00
1" Meter	\$36.00
1 1/2" Meter	\$50.00
2" Meter	\$75.00

Larger meters and rates are to be approved by board prior to installation

New Taps

5/8"-3/4" Meter	\$2,124.00	\$1,624.00 up front
1" Meter	\$2,368.00	\$1,868.00 up front
1 1/2" Meter	\$2,988.00	\$2,488.00 up front
2" Meter	\$3,448.00	\$2,948.00 up front

Developer Pre-set Tap \$1,467.00 \$1,546.00 (1")

All but \$500.00 is to be paid before we set the tap. You may pay the remaining balance out \$50.00 a month for 10 months on your water bill.

Water Prices

\$2.50 per 1000	0-2,000 gallons
\$3.50 per 1000	2,001-10,000 gallons
\$4.50 per 1000	10,001-20,000 gallons
\$5.50 per 1000	20,001-30,000 gallons
\$6.50 per 1000	30,001-50,000 gallons
\$7.50 per 1000	50,001-90,000 gallons
\$8.50 per 1000	90,000 gallons and up

Billing Dates

Bill is sent	On or before 30 th
Bill is due	The 15 th
Late fee	After the 15 th
Disconnect	Last full week of the Month(usually)

There is no late fee added to a balance \$15.00 or less.

Other Charges and Fees

Late Fee	\$10.00 after the 15 th of the month
Road Boar	\$500.00 and up
Line Extensions- 2" line	\$2.00 per foot and cost of materials
Line Extensions- 4" line	\$4.00 per foot and cost of materials
Tanker Fill Up	\$25.00 per 1,500 to 2,000 gallons \$5.00 per 1000 for 2,001 gallons and up
State Fee	.005% of your bill
Returned Check Fee	\$20.00
Disconnect Fee	\$25.00
Reconnect Fee	\$25.00
Membership	\$100.00
Rental Deposit	\$50.00
Meter Testing	\$50.00 if meter is bad, we pay it, if it is good, the Customer must pay it
Meter Change-Out	\$50.00
Move A Meter	3/4--\$824.00----1 inch--\$1068.00 (estimate)



TCEQ REGULATORY GUIDANCE

Water Supply Division
RG-219 • May 2008

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



TCEQ REGULATORY GUIDANCE

Water Supply Division
RG-219 • May 2008

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