



For Office Use Only: Account Number: _____ Location Number: _____

SERVICE APPLICATION AND AGREEMENT

Revised 8/22/2023

NO NEW SERVICE APPLICATION ACCEPTED AFTER 3:30 PM

Please Print:

Date: _____

Applicants Name: _____

Co-Applicants Name: _____

(It is the responsibility of the customer to notify the District of all address changes)

Billing Address:

Service Address:

Phone Number Applicant: (____)_____-_____

Phone Number Co-Applicant: (____)_____-_____

E-Mail Applicant: _____

E-Mail Co-Applicant: _____

Applicant DL#: _____

Applicant SS#: _____

Permission to use Cell Phone and E-Mail for alerts from Gastonia-Scurry Special Utility District: YES or NO
Pursuant to your cell phone carrier, some data charges may apply.

Paperless Billing: YES or NO

Is this service used for the purpose of: RESIDENTIAL or BUSINESS

Does the property have an Irrigation Sprinkler System (*Lawn, not Aerobic System*): YES or NO

Do you plan on installing a Sprinkler System (*Lawn*): YES or NO

The system must be inspected by a licensed professional to remain in compliance with State Regulations regarding backflow prevention devices. The inspection report must be filed with the Gastonia-Scurry Special Utility District. Non-compliance may result in interruption of 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.

All water shall be metered by meters furnished and installed by the District. **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.** Initial

The Board of Directors and/or General Manager shall have the authority to discontinue, terminate or suspend the service to any customer not complying with any policy or not paying any utility charges or fees as required by the District's published rates, fees, and conditions of service. Any delinquent utility charges or fees due to the District not paid by the customer will be reported to Collections. 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 and all fees have been paid in full.

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 the 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 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 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 0.25 % 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's 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 their 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 Customer 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, that the total water supply is insufficient to meet all of the Customer's demand, or in the event, that there is a shortage of water, the District may initiate the Conservation plan and/or 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 Customers/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 Customers.

The Customer shall grant to the District, now or in the future, any easements of the 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 noncompliance 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 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 Signature

SERVICE POLICIES

ESTABLISHING NEW SERVICE

Payable by Cash, Check or Money Order Only

\$2,400.00	Service Impact Fee
\$ 45.00	Admin. Fee
\$1,300.00	Materials and labor
\$ 50.00	Service Investigation Fee
<u>\$ 150.00</u>	Refundable Deposit
\$3,945.00	Total New Service Cost

TRANSFERRING OF EXISTING SERVICE

Payable by Cash, Check or Money Order Only

\$ 45.00	Admin. Fee
<u>\$150.00</u>	Refundable Deposit
\$195.00	Total Transfer Service Cost

The following documents are required to process New Service Applications.

1. *Original, signed Service Agreement (no copies).*
2. *Approved building permit if within city limits or city ETJ. If in county jurisdiction, approved septic permit.*
3. *Notarized Easement form.*
4. *Warranty Deed.*

Customer understands and agrees:

- The District requires each customer to have a cut-off valve on the Customer's side of the meter for the purpose of isolation. This valve must be located within two (2) feet of the meter. Isolating the Customer's service pipeline and plumbing facilities by using the District's curb stop or another similar valve is **strictly prohibited**. The District may install an additional cut-off valve as part of the original meter installation for an additional fee.
- Road bores and line extensions required will be processed through Gastonia-Scurry Special Utility District with financial responsibility to the Customer.
- Private water lines running from the meter to the house are the homeowner's responsibility to finance, install and maintain.

Customer Service Inspections:

According to TCEQ Chapter 30, Subchapter C, section 30.81, the District is required to perform a Customer Service Inspection under the following conditions:

1. Completion of new construction PRIOR to occupancy.
2. Plumbing work performed requiring a permit and/or major renovations.
3. Remodeling, expansion, meter upgrade, rain harvesting system (not barrels) or drilling of a private well.
4. Suspected cross-connection or other potential contamination hazard exists.

Customer Service Inspections are performed by a designated representative of the District with proper TCEQ licensing during regular business hours. Fees for Customer Service Inspections are posted on the current rate schedule and added to the customer's monthly bill when the inspection is completed. Customers are responsible for scheduling the inspection when any of the above circumstances exist. Failure to properly schedule a Customer Service Inspection may result in temporary suspension of service and/or additional fees.

Service Policies, Cont.

Important District Dates & Fees

Office Hours:	Lobby 8:00 am to 4:00 pm
Physical Address:	8560 Page Ln., Scurry, TX 75158
Mailing Address:	PO Box 68, Scurry, TX 75158
Meter Reading dates between:	8 th – 11 th
Due Date:	Cycle 1 ~ 15 th & Cycle 2 ~ 25 th (<i>Cycle to for Senior Citizens ONLY</i>)
Late Fee after the 15 th :	\$10.00 if not paid by 4:30 PM on the 15 th of the month
Disconnect Fee:	\$50 if Nonpayment by 4:30 PM on the 24 th of the month
Disconnect Service:	25 th of the month. Must pay Disconnect/Reconnect fees to restore service
Reconnect Fee:	\$50 to reconnect service. We do NOT reconnect service after 4:00 PM

The monthly minimum charge is \$43.40. This amount must be paid every month regardless of zero (0) usage. The rates after the minimum bill are as follows:

- | | | |
|----|----------------------------|---------------------------|
| 1. | 0 - 1,500 gallons included | = \$43.40 Monthly Minimum |
| 2. | 1,501 - 4,000 | = 7.54 per 1000 gallons |
| 3. | 4,001 - 7,000 | = 9.25 per 1000 gallons |
| 4. | 7,001-10,000 | = 10.96 per 1000 gallons |
| 5. | 10,001 & Up | = 12.67 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 GSSUD to make my personal information confidential (address, telephone number, and social security number). If Yes, provide a four-digit pin for security verification.

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

_____ No, I decline the confidentiality option.

Signature: _____

Acknowledgment of Documents

I acknowledge receipt of the Gastonia-Scurry Special Utility District Service Policies and agree to abide with each regulation. Customer may request a full copy of the Service and Rate Order via open records request.

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)

NOTARY DO NOT PUT YOUR SEAL ANYWHERE BUT WHERE INDICATED ABOVE !!!

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.