

South  Rains
Special Utility District

121 N. Dunbar Lane – P.O. Box 95 – Emory, Texas 75440-0095
Phone (903) 473-2122 Fax (903) 474-1302

**WELCOME & INFORMATION SHEET
NEW CUSTOMERS**

***Welcome to our System. We are happy to have you as a Customer
Save this information for use in the future.***

Our Office Hours are Monday - Friday – 8:00 AM to 4:00 PM – Open during lunch

Telephone: 903-473-2122 – Answered 7:00 AM to 4:00 PM Monday thru Friday

Emergency Numbers:	Michael	- Field Supervisor	903-473-6371
(Cell Phones After Hours)	Mike	- Field Operator	903-473-6458
	Blaine	- Field Operator	903-752-9768

For non-emergency calls after hours, feel free to call 903-473-2122 and leave a message; we will call you back the next business day.

IMPORTANT: Water Meters are read electronically around the 18th of each month. Bills are mailed on or about the 23rd of the month and are due on the 10th of the following month. If you pay after the 10th, a Late Fee of \$15.00 is assessed. Please allow 3 -5 days for your payment to reach our office if mailed. Late Notices are mailed on the first business day after the 10th as a reminder that any Past Due amount not paid by the 25th will result in your meter being locked for Non-Payment. Any Water Bill not paid by the 25th requires disconnection of service, without further notice.

Water Usage is currently being billed at a Conservation Rate which was approved by the Board of Directors for implementation with the JULY 2008 water bills.

Service Availability Charge is charged to all customers whether water is used or not. See page 2.

All paperwork must be completed and fees paid, or arranged for, prior to installation of the water meter.

All new construction must have a CSI Inspection prior to moving in. When your plumbing is completed, call for this inspection. This is a mandatory inspection which must be completed by our CSI Inspector. There is no charge for this service.

Rachel Webb

NEW STANDARD SERVICE – 5/8X3/4:

\$ 3,000.00

Larger meters quoted on request.

SERVICE AVAILABILITY CHARGE

Base Fee for availability of water and is calculated on demand by Meter
Size:

<u>Meter Size</u>	<u>5/8" x 3/4" Meter Equivalent</u>	<u>Monthly Rate</u>
5/8" x 3/4"	1	\$ 30.00
1"	2.5	75.00
1-1/2"	5	150.00
2"	8	240.00

LATE PAYMENT FEE: \$ 15.00

RETURNED CHECK FEE: \$ 30.00

LOCK FEE – NON PAYMENT \$ 75.00

**RE-CONNECT FEE – AFTER LOCK OUT
(AFTER NORMAL HOURS) \$ 100.00**

SERVICE TRIP FEE \$ 25.00

**RE-SERVICE FEE \$ 325.00
(TO RE-INSTALL SERVICE WHERE METER HAS BEEN PULLED)**

DEPOSIT \$ 100.00

TRANSFER FEE - \$ 100.00

WATER RATE – CONSERVATION RATES

0 – 2,000 GALLONS	\$7.95/THOUSAND	GALLONS
2001 – 6,000 GALLONS	8.45/THOUSAND	GALLONS
6,001 – 10,000 GALLONS	8.95/THOUSAND	GALLONS
10,001 – 20,000 GALLONS	9.45/THOUSAND	GALLONS
20,001 – 40,000 GALLONS	9.95/THOUSAND	GALLONS
40,001 & OVER	10.45/THOUSAND	GALLONS

Water rates and fees are subject to change with a minimum of 30 days notice.

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To our new Applicant:

In order to comply with State Regulations and our District Service Policy, we are attaching documents for your signature and information, as shown in the highlighted areas. ALL documents must be completed and returned, along with full payment, before a meter can be installed. These documents will become part of your permanent file retained in our office.

1. _____ Welcome and Information sheet
2. _____ Service Application and Agreement
3. _____ Right-of-Way Easement (see below)
4. _____ Emergency Request & Confidentiality Request
5. _____ Transfer Authorization if purchasing from a previous owner(if applicable)
6. _____ Meter Payout/Installment Sale (if applicable – see below)
7. _____ Customer Service Inspection (if applicable – see below)

The VOLUME & PAGE NUMBER found on the upper right-hand corner of your deed must be supplied on the Right-of-Way Easement. This is entered on your deed when it is recorded in Rains County.

Payout: New Service is \$3,000 plus a deposit of \$100. This can be paid with \$1,500 down, plus the deposit, and the balance paid out in the following 10 months with a payment of \$150 plus the water bill with no interest.

If this service is being supplied to New Construction, a Customer Service Inspection is required prior to your moving in. This inspection is completed by our Licensed and Certified CSI Inspector and at no cost to you.

Road Bore: If a road bore is required to bring service to your side of the road, there is an additional charge and will be quoted at the time of service.

Rachel Webb

SOUTH RAINS SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

Please Print

DATE _____ Account # _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER - Home (____) _____ - _____ Work (____) _____ - _____

CELL (____) _____ - _____ E-Mail _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

ADDRESS AT WHICH APPLICANT REQUESTS SERVICE: Securing the '911' address for the location of your meter is your responsibility and must be included in the Service Application & Agreement. If you have any questions or need additional information, please call us.

ACREAGE _____

HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____

LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OR SKETCH OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Policies, including payment of a deposit, the Applicant shall become eligible to receive service.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof by execution of this Agreement. 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, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District's published Service Policies. 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.

All water shall be metered by meters to be furnished and installed by the District. Any plumbing attached to our service connection is the full responsibility of the Customer. Any water leakage at that connection or anywhere on the customer's service line will be billed to the customer. The customer will be responsible for full payment. The meter 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 Applicant's property at a point to be chosen by the District, and shall have access to its meter and equipment located upon Applicant'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 Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of applicant's use, including any customer service isolation valves, backflow prevention devices, pressure regulators, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant'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 the District's Service Policies.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the 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 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 airgap 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 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. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content.
- f. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair 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 Applicant and/or premises is connected to the public water system. The Applicant shall allow their 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, except in emergencies.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant 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 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 Applicant.

In the event the total water supply is insufficient to meet the service needs of all of the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By execution of this Agreement, the Applicant hereby agrees to 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.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension 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 Service Policies.

Applicant

Witnessed

Approved and Accepted

Date Approved

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 SOUTH RAINS 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 and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, Rains 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 rights 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 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 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 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 Grantor's 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:

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_____

X----- X-----

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF RAINS §

This instrument was acknowledged before me on _____ by _____

(SEAL)

Notary Public, State of Texas