

For Office Use Only:	
Account Number:	
Location Number:	

### SERVICE APPLICATION AND AGREEMENT

Revised 10/31/2025

NO NEW SERVICE APPLICATION ACCEPTED AFTER 3:30 PM

Service Address:
hone Number Co-Applicant: ()Mail Co-Applicant:
pplicant SS#:
nia-Scurry Special Utility District: YES or NO
AL or BUSINESS
not Aerobic System): YES or NO
or NO
- I

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.

The customer is responsible for notifying the District of any changes to their contact information, such as the billing address, phone number, email address etc.

\*\*\* Failure to receive a bill does not waive the obligation to pay. \*\*\*

# **Service Agreement**

AGREEMENT made thisday of	, 20, between Gastonia
Scurry Special Utility District, a District organized under t	he 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited. \_\_\_\_\_\_Initial

The Board of Directors and/or Office or Field 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 Renresentative	Annlicant/Customer Signature	

#### **SERVICE POLICIES**

<b>ESTABLISHING</b>	NEW SERVICE	TRANSFE	RRING OF EXISTING SERVICE
Payable by <b>Cash</b> , <b>Chec</b>	<b>k, Credit Card</b> or <b>Money Order</b> Only	Payable by <b>Cas</b> l	h, Check, Credit Card or Money Order Only
\$2,400.00	Service Impact Fee	\$ 45.00	Admin. Fee
\$ 45.00	Admin. Fee	\$150.00	Refundable Deposit
\$1,300.00	Materials and labor	<u>\$75.00</u>	<b>Customer Service Inspection</b>
\$ 50.00	Service Investigation Fee	\$270.00	<b>Total Transfer Service Cost</b>
\$ 150.00	Refundable Deposit	<u>RE-INSTATEMENTS</u>	
\$3,945.00	Total New Service Cost	Payable by Cash, Check, Credit Card or Money Order	
		\$ 45.00	Admin. Fee
		\$150.00	Refundable Deposit
		\$350.00	Installation Fee
		<u>\$ 50.00</u>	Service Trip Fee
		\$595.00	

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 conduct a Customer Service Inspection under the following conditions:

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

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.

<b>Important District Dates</b>	& Fees			
Lobby/Office Hours: 8:00 am to 4:00 pm				
Physical Address: 8560 Page Ln., Scurry, TX 75158				
Mailing Address:	PO Box 68, Scurry, TX			
Meter Reading dates between:	8 <sup>th</sup> through 11 <sup>th</sup> mor			
Due Date:			the 25 <sup>th</sup> (Cycle 2 for Senior Citizens ONLY)	
Late Fee after the 15 <sup>th</sup> :	\$10.00 if not paid by			
Disconnect Fee:			on the 24 <sup>th</sup> of the month	
Disconnect Service:				
Reconnect Fee:		25 <sup>th</sup> of the month. Must pay Disconnect/Reconnect fees to restore service \$50 to reconnect service. We do NOT reconnect service after 4:00 PM		
The monthly minimum charge is \$ the minimum bill are as follows:	63.40. This amount must be	paid every n	nonth regardless of zero (0) usage. The rates after	
1.	Monthly Minimum	= \$63.40		
2.	0 - 2,000	= \$6.72	per 1,000 gallons	
3.	•	= \$9.21	•	
4.		•	per 1,000 gallons	
5.	7,001 - 10,000		per 1,000 gallons	
6.	10,001 & Up		per 1,000 gallons	
0.	10,001 & σρ	- 913.47	per 1,000 ganons	
Privacy Non-Disclosure				
Yes, I want GSS security number	UD to make my personal info er). If Yes, provide a 4-digit p	rmation con in for securit		
Security Verifi	ication #(last 4 digits of SSN	# or Pın #J:_		
No, I decline t	the confidentiality option.			
Signature:				
Acknowledgment of Docum	<u>nents</u>			
		•	Service Policies and agree to abide with each e Order via open records request.	
Signature			Date Signed	

Form RUS-TX 442-9 (Rev. 9-02)

# UNITED STATES DEPARTMENT OF AGRICULTURE Rural Utilities Service RIGHT OF WAY EASEMENT (General Type Easement)

consideration of one dollar (\$1.00) and other good and valuable cons (hereinafter called "Grantee"), the receipt and sufficiency of which is convey to said Grantee, its successors, and assigns, a perpetual easem access and use, operate, inspect, repair, maintain, replace, upgrade, par other facilities necessary to serve Grantors' property as well as the Graces of land, more particularly described in instrument recorde County, Texas, together with the right of ingress and egress over Grantrights are granted. The easement hereby granted shall not exceed 15' the easement herein conveyed except that when the pipeline(s) is instain width the center line thereof being the pipeline as installed.  Grantee shall have such other rights and benefits necessary a granted, including without limitation, (1) the reasonable right of ingrescontiguous to the easement; (2) the reasonable right from time to time that may injure Grantee's facilities and appurtenances or interfere were pair, alteration, testing, replacement, upgrading, relocation (as above abandon-in-place any and all water supply lines, service lines and associability to Grantor or their successors or assigns to move or remove. In the event the easement hereby granted abuts on a public road so as to require the relocation of this water line as installed, Granthe land described above for the purpose of laterally relocating said we easement hereby granted shall be limited to a strip of land 15' in width. The consideration recited herein shall constitute payment in the structures referred to herein and the Grantee will maintain succunreasonable damages will result from its use to Grantors' premises. constitute a covenant running with the land for the benefit of the Grantee owners of the above-described land and that said lands are free a Grantor does hereby bind itself, its successors, and assigns, to easement herein granted to Grantee, or Grantee's successors and assign or any part thereof.  The easement conveyed herein was obtained or improved the provisions of the T	hereby acknowledged, does hereby grant, bargain, sell, the nent with the right to erect, construct, install, and lay an rallel and remove water distribution lines and appurtenance rantee's current and future system-wide customers, over a red in Vol, Page, Deed Records,, Deed Records,	ransfer, and d thereafter tes and any and across — mentioned the course of ip of land 15' ghts he rein which are obstructions, protection ight to obligation or so the public rand across tents, which e installation at no ant shall that they are ring:  m, the same ject to the continues to
IN WITNESS WHEREOF the said Grantors have executed this	instrument thisday of,	20
	X	
(5.1)	X	
(Seal)		
NOTARY DO NOT PUT YOUR SEAL ANYWHERE BUT WHERE I	NDICATED ABOVE !!!	
ACKNOWL	EDGEMENT	
STATE OF TEXAS		
COUNTY OF		
BEFORE ME, the undersigned, a Notary Public in and	for said County and State, on this day personally appeared	
to the foregoing instrument, and acknowledged to me that he (she) (they	known to me to be the person(s) whose name(s) is(are ) executed the same for the purposes and consideration the	
expressed.	,	-
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE	day of 20	
The state of the s		
Notam Ciamatura //	County, Texas.	
Notary Signature (I	Notary Public in and for)	