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>-</u> -	
Applicant's Name:		-	
C/o Applicant:		LRW\$C Use O	nily
		Meter#	
Address Moving From:		Prev. Acct#	
		Route #	
<u>-</u>		Pump #	
		Sequence #	
		Serial #	
Address Moving To:		_ RFID #	
(Service Address)		Deposit: \$	
		Start Read:	
Mailing Address:		ACCT#	
Email: Phone #:	Cell Phone:	=:	
Driver's License # (Require	ed)		(need copy)
Please CHECK if Propery had Well:	as	Previous Owner:	
Sprinkler System:		s	
	SNING THIS I UNDERSTAND THAT PAYN ER BILL IS DELINQUENT AFTER THE 15T		
	MONTH AND IS SUBJECT TO DISCONNE	CTION.	
Print:	Signature		<u>~</u>
	LONG WITH THIS APPLICATION: WARRANTY DEED - DEED OF TRUST (PROOF OF OV	VNERSHIP}	

3 IDENTIFICATION CARD (DL OR STATE ID)

2 MEMBERSHIP - \$100 CHECK OR MONEY ORDER

You can now request the 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 SUBDIVISION 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 MEMEBERS.

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

Initial	Only	

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.

The water shall be metered by meters to be furnished and installed by the coproraton. 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 it's 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 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. Those 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 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.
- F. No plumbing fixture is installed which is not in compliance with a stateapproved plumbing code.

The corporation shall further be responsible for the maintenance of the water line feeding water to the meter installed on the members' property. The member shall be solely responsible for the maintenance of any water lines, as well as any water flow regulators or other equipment installed on the property, between the meter and the residence located on property.

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 practices 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.

IDEMNITY OF APPLICANT AND ANY CO-APPLICANT:

By execution hereof, the Applicant and any Co-Applicant, to release, indemnity, defend, and hold harmless, Lindale Rural Water Supply Corporation, its employees, agents, affiliates, representatives, agents, successors, and assigns from any and all agents, affiliates, representatives, agents, successors, and assigns from any and all claims, demands, and damages, including attorney's fees and costs and damage or injury to the Applicant or Co-Applicant or their property, arising from service interruptions, whether due to line breakage, including but not limited to line breakage caused by utility or other contractors, tampering by another member/user of Lindale Rural Water Supply Corporation, ordinary failures of the system, or any other event or cause of any kind or character, as well as any claims, demands, and damages resulting from or caused by the negligence or gross negligence of Lindale Rural Water Supply Corporation. It is the Applicant's and co-Applicant's intention to release the Corporation from any liability for negligence, including gross negligence.

The member shall grant 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 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.

By execution thereof, 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 purpose 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 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 access 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 deemed infeasible 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.

_day of
ly Corporation, a corporation
e of Texas (hereinafter called the
_) (hereinafter called the
Applicant Member
Date Approved

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 blackflow 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 the 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	

Billing, Lock Procedures, and Payment Method

Billing:

- * We start reading meters around the 15th of each month. Bills go out the last working day of the month and are Due the 15th of each month.
- * If the 15th falls on the weekend, then you have the whole day on the following Monday to pay your bill. Tuesday, your payment is Late.
- * On the 16th of the month, NO LATE NOTICE will be sent but \$10.00 late fee will be added to your account. Disconnect Date will be on 26th of the same month.

Locks (Charges):

- * If Payment has not been received by 8:00am on the scheduled day of Locks for Non-Payment, a \$25.00 Disconnect Fee will be added to your Account and you are subject to being Locked for Non-Payment.

 If your Meter does get Locked, you will be Required to Pay an additional \$25.00 to Unlock Meter.
- * IF ZIP TIE OR LOCK IS REMOVED FROM OUR METER (which is tampering) YOU WILL BE FINED \$100.00 FOR 1ST OFFENSE. REPEAT OFFENDERS WILL BE SUBJECT TO HIGHER FINES OR LOSS OF SERVICE.

* No Unlocks Will Be Done After Hours. *

Payment Options:

* We have a drive thru window at the LRW office and we accept Checks or Money Orders, there is also a Drop Box for after hour payments available. (There is a \$20.00 fee for Returned Checks). Credit Cards are accepted by Phone (903) 730-6769 or Online ONLY.

* Automatic Bank Draft --- Drafted on the 13th of each month, Except when the 13th falls on a Sat then the draft will be done on Friday, the 12th and if the 13th falls on a Sunday, it is done the following Monday, the 14th.

Credit Card Payment Options:

THERE IS A CREDIT/DEBIT CARD MACHINE AVAILABLE IN OUR LOBBY

WE <u>DO</u> ACCEPT PAYMENT ON THE FOLLOWING:

* Phone: (903) 730-6769

* Online: lindaleruralwater.com

There is a charge for paying by credit/debit card You will be told the Total Amount to be paid, including the charge for paying your bill - BEFORE your credit/debit card is charged.

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

		design	
Date:	Printed Name		Signature

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.

OWNERS WHO RENT OUT THEIR PROPERTY: PLEASE NOTE:

WHEN YOU RENT YOUR PROPERTY OUT, YOU ARE RESPONSIBLE FOR ANY UNPAID BILLS LEFT BY THE RENTER (INCLUDING LOCK FEES, DISCONNECT AND RECONNECT FEES).

The LRW Rate Sheet has more Information concerning rates and services from us. (In this packet)

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

COMMUNICATION WITH LINDALE RURAL WATER

We have several way to get information out to our customers.

1. Website: Lindaleruralwater.com

Go to our website and sign up for Alerts

2. Facebook Page

Lindale Rural Water Supply Company

https://www.facebook.com/people/Lindale-Rural-Water-Supply-Company/100090765007719/



Print Name	,	
Signature		

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 OR 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

PLEASE NOTE:

UTILITY EASEMENT REQUIREMENTS HAVE CHANGED

THE NEW OWNERS OF A PROPERTY (NAMES LISTED ON THE DEED)
HAVE TO <u>ALL</u> BE PRESENT TO HAVE US NOTARIZE YOUR UTILITY
EASEMENT. (AN ID IS ALSO REQUIRED FOR ALL)

IF ALL OWNERS CAN NOT BE PRESENT, YOU CAN TAKE THE EASEMENT WITH YOU AND HAVE IT NOTARIZED ELSEWHERE AND RETURN IT WITH YOUR PAPERWORK AND DEED.

*** WATER SERVICE IS TEMPORARY UNTIL ALL PAPERWORK IS COMPLETED ***

THANKS,

LINDALE RURAL WATER

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.

, 20	REOF the said Grantors have executed this i	instrument thisday of
	ACKNOWLEDGEMENT (Individual)	
STATE OF TEXAS	§	
COUNTY OF	§	
This instrument was	acknowledged before me on	by
(SEAL)		
	No. da ma Dada	lic State of Texas



MONTHLY BANK DRAFT AUTHORIZATION (Voided Check is required)

NAME:
SERVICE
CUSTOMER ACCOUNT #
IOME PHONE:
ALTERNATE PHONE:
-MAIL ADDRESS:
BANK:
BANK ROUTING #:
BANK ACCOUNT #:
Authorize Lindale Rural Water Supply Corp. to draft my bank account on the 3th of every month for my water bill.
Date Signature

Lindale Rural Water (903) 882-3335 / Fax # (903) 882-6822

SECTION G: RATE AND SERVICE FEES

New Rates effective April 1, 2023

Base Rates

5/8"- 3/4" Meter	\$32.50
1" Meter	\$81.25
1 ½" Meter	\$162.50
2" Meter	\$260.00
4" Meter	\$812.50
Commercial Buildi	ings – will be
a minimum 1" Met	er or larger
approved by LRWS	SC. Any
Meter larger than 4	" will be
approved by the Bo	oard prior to
Installation.	

New Taps

5/8"-3/4" Meter	\$2,800.00	\$2,300.00 up front
1" Meter	\$2,850.00	\$2,350.00 up front
1 1/2" Meter	\$5,000.00	\$4,500.00 up front
2" Meter	\$5,600.00	\$5,100.00 up front
4" Meter	\$11,000.00	

Existing Tap Fee: 3/4" Meter \$1,750.00, 1" Meter \$1,800.00

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

\$1.50 per 1000	0-2,000 gallons
\$3.50 per 1000	2,001-5,000 gallons
\$4.50 per 1000	5,001-10,000 gallons
\$5.50 per 1000	10,001-20,000 gallons
\$6.50 per 1000	20,001-30,000 gallons
\$7.50 per 1000	30,001-50,000 gallons
\$8.50 per 1000	50,001-90,000 gallons
-	,

Billing Dates

Bill is sent	On or before 30th
Bill is due	The 15 th
Late fee	After the 15 th
Disconnect	10 Days after 15 th

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

Other Charges and Fees

Late Fee	\$10.00 after the 15th of the month
Road Bore	\$800.00 and up
Line Extensions- 4" line	\$5.00 per foot and cost of materials
Line Extensions- 6" line	\$6.00 per foot and cost of materials
Tanker Fill Up (Bulk Water)	\$50.00 up to 2,000 gallons
	Over 2,001 gallons falls under Water Prices list
State Fee	.005% of your bill
Returned Check Fee	\$20.00
Disconnect Fee	\$25.00
Reconnect Fee	\$25.00
Membership	\$100.00
Meter Testing	\$50.00 if meter is bad, we pay it, if it is good, the
	Customer must pay it
Service Trip Fee	\$25.00/ Each Trip
Meter Change-Out	\$50.00
Move a Meter	3/4" &1" \$1,100 1 1/2" and up Actual Cost

Revised: 04/01/2023