

CROSS ROADS SPECIAL UTILITY DISTRICT
P.O. BOX 1001
KILGORE, TX 75663-1001

APPLICATION FOR SERVICE PACKET

Welcome to the Cross Roads Special Utility District Service Area. This packet contains the forms necessary to obtain water service. We are required to inspect the plumbing of all new homes and existing homes being remodeled for compliance of lead content rules, plumbing fixtures and any potential cross connections. We can only provide a temporary service for new home construction until the inspection is performed and all required forms are completed.

CRSUD'S CROSSCONNECTION POLICY REQUIRES hose-bib vacuum breakers to be installed on all outside hose bibs (Faucets) on new houses. The plumber should install them during construction.

Backflow prevention devices such as hose-bib vacuum breakers will be installed on all new homes when inspected as a safeguard of the water system. However, this does not eliminate the customer's obligation to prevent any possible cross connections that could create a potential health hazard and result in water service disconnection. CAUTION: When a check valve or backflow prevention device is installed, a "closed system" may occur and the customer is responsible to be sure a pressure relief valve is installed and functioning properly or an expansion tank is installed on all hot water heaters.

Water bills are mailed to customers by the first of each month and are due upon receipt. If you do not receive a bill, call the office for your account information. Water payments are past due on the 15th of each month and late charge of \$10 will occur on any unpaid balances on the 16th of each month. Any unpaid bill will be subject to disconnection 10 working days from the printing date of the past due bill each month and a \$25 reconnection fee will be charged for any meter locked out for non-pay.

A monthly service availability fee (minimum fee) is due for each meter whether or not water is used during the month. This fee is charged every month that the meter is in service and the proper procedures are taken to discontinue service.

The water office hours are Monday through Friday from 8:00 A.M. to 12 noon and 1:00 P.M. to 4:00 P.M. A night deposit box is provided for after hour's convenience. We discourage drop payments in cash and cannot be responsible for unsecured cash.

If you have any questions or comments please call the office at 903-984-8014.

I have read and do understand these terms of service. I further represent to the District that my spouse joins me in this decision and I am authorized to execute this agreement on behalf of my spouse.

Customer Signature

Co-Applicant Signature

CRSUD Representative

Date

COPY THE EXECUTED DOCUMENT FOR THE NEW CUSTOMER

CROSS ROADS SPECIAL UTILITY DISTRICT

RIGHT OF WAY EASEMENT
(GENERAL TYPE EASEMENT)

KNOWN ALL MEN BY THESE PRESENTS, THAT
(hereinafter called "Grantors"), in consideration paid by dollar (\$1.00) and other good and valuable consideration paid by Cross Roads 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 use, operate, inspect, repair, maintain, replace, and remove water distribution 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 purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 30' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 50' in width the center line thereof being the pipe line for the purpose of construction and land restoration.

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 encumbrance and liens except the following:

I further represent that my spouse joins me in this decision and I am authorized to execute this easement on behalf of my spouse.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____.

ACKNOWLEDGMENT

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____.

(Seal)

Notary Public in and for
_____ County, Texas

CROSS ROADS SPECIAL UTILITY DISTRICT
SERVICE AGREEMENT

Agreement made this _____ day of _____, 20_____, between, Cross Roads SUD, a Special Utility District under the laws of the State of Texas (hereinafter called the SUD) and _____ (hereinafter called the Customer)

WITNESSETH:

The SUD agrees to sell and deliver water to the customer and customer agrees to purchase and receive water service from the SUD, in accordance with the Bylaws and Rules and Regulations of the SUD as amended from time to time by the SUD.

The customer shall pay the SUD for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the SUD'S Board of Directors.

The Board of Directors shall have the authority to revoke the customership of any customer in the event of nonpayment of any charges of assessments owing by said Customer within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Customer.

All water shall be metered by meters to be furnished and installed by the SUD. The meter and/or connection is for only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the customers, or in the event there is a shortage of water, the SUD may prorate the water available among the various customers on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden purposes by particular customers and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time total water supply be insufficient to all of the needs of all customers, the SUD must first satisfy all the need of all customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the customers for both domestic and livestock purposes before supplying any water for gardening purposes.

The Customer shall hold the SUD harmless from any and all claims – or demands for damage to real or personal property occurring from the point the Customer ties on to the water meter to the final destination of the line installed by Customer. The Customer agrees to grant to the SUD an easement of right of way for the purpose of installing, maintaining and operating such pipelines, meters, valves and any other equipment required by the SUD

The SUD shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Customers at a point to be chosen by the SUD, and shall have access to its property and equipment located upon Customer's premises at all times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service 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 meter installation and their point of use, including any customer isolation valves, backflow prevention devices, clean outs, or any other equipment as may be specified by the SUD. The SUD shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The SUD is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This Service Agreement serves as a notice to each Customer of the plumbing restrictions which are in place to provide this protection. The SUD shall enforce these restrictions to insure the public health and welfare. The following undesirable plumbing practices are prohibited by State Regulations:

A. No direct connection between the public drinking and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an approved 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 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 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.

The SUD shall maintain a copy of this agreement as long as the Customer and/or premises is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the SUD or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the SUD'S normal business hours.

The SUD shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practice on their premises. The Customer shall, at his expense, properly install, test and maintain any backflow prevention device required by the SUD. Copies of all testing and maintenance records shall be provided to the SUD as required. Failure to comply with the terms of this Service Agreement shall cause the SUD 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 the agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet all Customers, or in the event there is a shortage of water, the SUD may initiate the emergency rationing program as specified in the SUD'S 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 SUD harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customer/Users of the SUD, normal failures of the system, or other events beyond the SUD's control.

An easement is required for any existing or new service in order that CRSUD can repair and service water lines and equipment as needed.

By execution hereof, the applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said applicant has service. Said guarantee shall pledge any and all customership fees against any balance due the SUD. Liquidation of said customership fees shall give rise to discontinuance of service under the terms and conditions of the SUD'S Service Policy.

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 SUD.

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 SUD'S Service Policy.

F. ENFORCEMENT: If the Customer fails to comply with the terms of the Service Agreement, the water system shall, at its option, 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.

I have read and do understand these terms of service. I further represent to the District that my spouse joins me in this decision and I am authorized to execute this agreement on behalf of my spouse.

Applicant/Customer

Co-applicant/Customer

CRSUD Representative

Approved and Accepted

Date Approved

CROSS ROADS SPECIAL UTILITY DISTRICT
SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

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

EMAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Deposit)

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

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

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. 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, we are required to note the race/national origin or individual applicants on the basis of visual observation or surname.

<input type="checkbox"/> White, not of Hispanic Origin	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> Other (Specify)	<input type="checkbox"/> Male	<input type="checkbox"/> Female
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EQUAL OPPORTUNITY PROGRAM

Applicant Signature

Co-Applicant Signature

CROSS ROADS SPECIAL UTILITY DISTRICT

P.O. BOX 1001
KILGORE, TX 75663-1001

NOTICE OF TEMPORARY SERVICE

Customer Name: _____ Account Number: _____

Customer Address: _____ Customer Phone: _____

City State: _____ Zip Code: _____

A service will be considered Temporary in the following circumstances:

If all criteria are met, the service will be considered a permanent service. If all criteria are not met, the service is subject to disconnection until it is in compliance.

- 1) **New construction** until all fees and paperwork including, easement, residential lead inspection, and customer service inspections with no violations have been completed.

The plumber must return the completed Residential Customer Service Lead Inspection Form.

The owner must call the office at 903-984-8014 upon completion of construction but prior to move-in and make arrangements for the CSI Inspector to complete his CSI Inspection.

- 2) **Any service** until the required paperwork and fees (unless otherwise stipulated in a Pay-out Agreement) are in compliance with the SUD Service Policy. The water service may be discontinued if the required paperwork (including Vol and Page Numbers of the County Clerk Filing) and fees are not completed within 30 days of the service activation or maximum of 6 months on new construction.

I have read and do understand these terms of service. I further represent to the District that my spouse joins me in this decision and I am authorized to execute this agreement on behalf of my spouse.

Applicant Signature

Cross Roads Special Utility District

Co-Applicant Signature

CRSUD Representative

CROSS ROADS SPECIAL UTILITY DISTRICT

Residential Customer Service Lead Inspection Form

Customer's Name _____

Location of Inspected Property _____

Public Water System Name _____ Cross Roads SUD _____

Inspector Name _____ Inspector Qualifications _____

The State Lead Ban requires that, for any private facilities installed after July 1, 1988, no pipe or pipe fixture can contain more than 8.0% lead and no solder or flux can contain more than 0.2% lead when the water from the plumbing facilities is to be drinking or food preparation.

The water utility may inspect: plumbing supplies, fixtures, and solder or flux to verify compliance with this requirement.

CRSUD's CROSS CONNECTION POLICY REQUIRES hose bib vacuum breakers to be installed on all outside hose bibs (faucets) on new houses. If the plumber does not install them during construction, the District shall provide them and the customer will be billed at a cost of \$7.00 per installation.

How many installed: _____ Type: _____

Lead Inspection Form		
Fixture or Solder Location	NSF Approval Or MSDS Provided	Results Of Scrape Text

By signing this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge the state and lead ban requirements.

Signature of Homeowner

Date

Signature of Plumber

Date

Plumber's Name and License No.(Please Print)

CRSUD Inspector

Date

PACKET COMPLETION CHECK LIST

Customer Name: _____ Date: _____

Service Address: _____

SUD Copies:

	Yes	No
Signed Original Page 1 Service Packet	<input type="checkbox"/>	<input type="checkbox"/>
Executed Service Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Notarized Easement	<input type="checkbox"/>	<input type="checkbox"/>
Service Application	<input type="checkbox"/>	<input type="checkbox"/>
Residential Customer Service Lead Inspection	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service Inspection	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service Inspection II	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Service Agreement	<input type="checkbox"/>	<input type="checkbox"/>
One Meter Per Residence	<input type="checkbox"/>	<input type="checkbox"/>
Photo ID	<input type="checkbox"/>	<input type="checkbox"/>

Customer Copies:

Copy of Signed Page 1 Service Packet	<input type="checkbox"/>	<input type="checkbox"/>
Executed Service Agreement (copy)	<input type="checkbox"/>	<input type="checkbox"/>
Rate Schedule	<input type="checkbox"/>	<input type="checkbox"/>
TCEQ Rule (One dwelling per meter)	<input type="checkbox"/>	<input type="checkbox"/>
Copy and Explanation of Monthly Bill	<input type="checkbox"/>	<input type="checkbox"/>
Residential Customer Service Lead Inspection (For Plumbers to sign and return to CRSUD)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Temporary Service Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Copy of One Meter Per Residence	<input type="checkbox"/>	<input type="checkbox"/>



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

I have read and do understand these requirements. I further represent to the District that my spouse joins me in this and I am authorized to execute this agreement on behalf of my spouse.

Customer Signature

Co-Applicant Signature

CRSUD Representative

Date

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY • PO BOX 13087 • AUSTIN, TX 78711-3087 The TCEQ is an equal opportunity employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation, or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TCEQ at 512-239-0028, fax 512-239-4488, or 1-800-RELAY-TX (TDD), or by writing PO Box 13087, Austin TX 78711-3087. We authorize you to use or reproduce any original material contained in this publication — that is, any material we did not obtain from other sources. Please acknowledge the TCEQ as your source. Printed on recycled paper.



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

Customer Signature

Co-Applicant Signature

CRSUD Representative

Date

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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 has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. (TX Utility Code Confidential, Subchapter B. 182.052(a))

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

Cross Roads SUD
P O BOX 1001
Kilgore, TX 75663

Your response is not necessary if you do not want this service

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or political subdivision of the state, or the 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 or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

I have read and do understand this agreement. I further represent to the District that my spouse joins me in this decision and I am authorized to execute this agreement on behalf of my spouse.

Name of Account Holder

Account Number

Address

Telephone Number

City, State, Zip Code

Signature