

**Lake Fork
Special Utility District**

8087 W FM 515 / P.O. Box 275

Yantis, TX 75497

Phone : (903) 383-7643

www.lakeforksud.com

Check List for Standard Service Application.

- _____ **Completed Service Application and Agreement** must be completed by applicant. Call for a price quote before completing application.
- _____ **Proof of Ownership (Warranty Deed).**
- _____ **The Right of Way Easement** must be signed by ALL property owner(s) as listed on the deed and sealed by a Notary Public. The original document is required for filing. A Notary is available at our office.
- _____ **Valid photo I.D. of applicant(s)** (For Notarization purposes only)
- _____ **Initial Cost of Service** must be made by Check, Cash or Money Order.

Bill Payment Options:

- **In Person** at Lake Fork Special Utility Districts Office located at the address above by check, cash or money order. Night Drop located by front Door.
- **By Mail** to Lake Fork Special Utility District, P.O. Box 275 Yantis, TX 75497.
- **On-Line** credit or debit cards are accepted through our website listed above. There is a 2.85% processing fee, plus a \$.75 convenience fee charged to the customer for each credit/debit card payment processed.
- **Automatic Bank Draft** is available. Complete a form in the office or print it from our website and mail it in along with a voided check from the account to be drafted.
- **Bill Pay** through your Bank.

**ACCOUNT IS CONSIDERED PENDING UNTIL ALL REQUIRED DOCUMENTS
HAVE BEEN SUBMITTED.**

**PLEASE SEND COMPLETED APPLICATION TO THE ADDRESS ABOVE.
DO NOT FAX OR EMAIL THIS APPLICATION.**

WE ALLOW 10 BUSINESS DAYS FOR NEW OWNERS TO MAKE APPLICATION.

Lake Fork Special Utility District

DISTRICT USE ONLY

Cost: _____

Account Number: _____

Please Print

Date: _____

Applicants Name: _____

Co- Applicant's Name: _____

Billing Address:

Phone: Home (____) ____ - ____

Other (____) ____ - ____

Proof of Ownership Provided By: _____

Legal Description of Property: (Include name of road, subdivision with lot and block number)

Previous Owners Name and Address:

Acreage: _____

Household Size: _____

Number in Family: _____

Livestock & Number: _____

Does Property Have an Irrigation System? Yes No

Does Property Have Private Well? Yes No

Special Service Needs of Applicant: _____

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 of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino

Race:

☐ Not Hispanic or Latino

☐ White ☐ Black or African American ☐ American Indian/Alaska Native

Gender: ☐ Male Female

☐ Asian ☐ Native Hawaiian or Other Pacific Islander

AGREEMENT made this _____ day of _____, _____,
 between Lake Fork Special Utility District, a corporation organized under the laws of the State of Texas
 (hereinafter called the District) and _____
 (Hereinafter called the Applicant and / or member),

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 bylaws and District Policy 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 qualifies as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Customer shall pay the District for service hereunder as determined by the District's District Policy and upon the terms and conditions set forth therein. The Applicant may request a copy of the District's Policy. 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 Deposit of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. 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 and the applicant has complied with all terms and conditions that caused the service discontinuance/termination.

Initials _____

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit for the purposes 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, &/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's policies, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a Deposit. Applicant further agrees to pay, upon becoming a customer, the monthly charges for such service as prescribed in the District's policy. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest.

In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service in the District 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 District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's Deposit Fees.

All water shall be metered by meters to be furnished and installed by the District. The meter 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.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the customers property at a point to be chosen by the District and shall have access to its property and equipment located upon Customers 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 customers 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 as may be specified by the District. The District shall also have access to the customers 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 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 exists in the private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
- e) Plumbing installed after January 4, 2014 bears the expected labeling indication $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
- f) No solder or flux which contains more than 0.2 % lead exists in the private water distribution facilities installed on or after July 1, 1988.

The District 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 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.

The District shall notify the Member 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.

In the event the total water supply is insufficient to meet all of the customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the Districts District 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 of the District, normal failures of the system, or other events beyond the District's control. Initials_____

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 members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account. Said guarantee shall pledge any and all Deposit Fees against any balance due the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the Districts District Policy.

By execution hereof, 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 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 Districts District Policy.

Lake Fork SUD Representative

Applicant Member

Date

Co-Applicant Member

Lake Fork Special Utility District

Bank Draft Authorization Form

Date: _____

LFSUD Account Number: _____

To Whom It May Concern:

_____ has made a request to Lake Fork Special Utility District to draft their account for the payment of their monthly water bill.

Your current month's amount will be debited to your bank account number and bank on the 7th of every month. If the 7th falls on a weekend or a Holiday, the debit will be made the preceding working date; and for your records, the bill will be mailed to you.

Please find below an authorized signature, along with their bank account number.

Bank Name

Authorized Signature

Bank Address

Account Number

City, State and Zip Code

Routing Number

Bank Phone Number

PLEASE RETURN ORIGINAL SIGNED FORM WITH A VOIDED CHECK FOR THE
ACCOUNT YOU WISH TO HAVE DRAFTED TO THE ADDRESS ABOVE.
NO FACSIMILES WILL BE ACCEPTED.

Lake Fork Special Utility District

Consent

Name: _____ Acct. # _____

Service Address: _____

I give Lake Fork Special Utility District permission, but NOT the responsibility to turn my water off in the event they suspect I have a leak and cannot contact me by phone.

I release Lake Fork Special Utility District from all liability as the result of honoring this request.

I am aware there will be a \$35.00 service fee applied to my account if they have to turn it off.

I am aware it will be my responsibility to turn the meter back on.

☐ I DO WANT THIS SERVICE

☐ I DO NOT WANT THIS SERVICE

Signature

Date

Confidential Request

The Texas Legislature has enacted a bill, effective September 1, 2021, government-operated utilities are to give their customers the option of making their address, telephone number and account records (including all billing and usage information) confidential. (TX Utility Code Confidential, HB 1821.052(b) Section 4-8)

☐ I request to make my account confidential.

Name: _____ Acct # _____

Address: _____

Phone # _____ Email Address: _____

Signature: _____ Date: _____

If you previously paid a confidentiality fee, it is non-refundable.

THERMAL EXPANSION:

It is our practice to install check valves when we install a meter.

By installing a check valve on your water meter, your home has lost the thermal expansion capabilities that were present before. The purpose of installing a check valve is to help prevent any backflow from entering the water system.

A working pressure relief valve will let the pressure off in most cases but an expansion chamber is still the best safety device.

The purpose of signing this for is verification that you were notified.

You may want to check with a plumber to make sure your water heater is protected, or to seek further advice.

X _____
Signature of member

X _____
Date

Lake Fork Special Utility District
8087 W. FM 515 / P.O. Box 275
Yantis, TX 75497
903-383-7643

Lake Fork Special Utility District Customer,

Lake Fork Special Utility District collects voluntary donations from our customers to support the Lands' End Volunteer Fire Department and the Yantis Volunteer Fire Department. Participation in this program is totally voluntary and will in no way affect the service you receive from LFSUD or from Lands' End VFD and Yantis VFD. All monies collected during the year will be remitted to Lands' End VFD and Yantis VFD each January. This donation could qualify as a tax deduction under Texas Water Code- Section 67.017 Voluntary Contributions on Behalf of Emergency Services.

As a member of Lake Fork SUD:

_____ I would like to make a donation \$1.00 donation, which will be added to my monthly water bill.

_____ I would like to make a donation for \$_____, which will be added to my monthly water bill.

_____ I choose to not make a donation.

I understand that I may omit this donation amount from my payment any month I choose and that I may cancel participation in the program with no repercussions from Lake Fork SUD or the Land End VFD or Yantis VFD.

Lake Fork SUD Member Printed Name

Lake Fork SUD Member Signature

Account Number

Date

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 LAKE FORK 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 _____ Deed Records, WOOD / HOPKINS 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_____.

Print Name

Signature

Print Name

Signature

ACKNOWLEDGMENT (Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

After Filing Return to:
Lake Fork Special Utility District
P.O. Box 275
Yantis, TX 75497

Notary Public, State of Texas