

FORT GRIFFIN SPECIAL UTILITY DISTRICT

1180 County Road 109

Albany, TX 76430

Phone: 325-762-2575 Fax: 325-762-2460

fortgriffinsud.net

WELCOME TO THE FORT GRIFFIN SPECIAL UTILITY DISTRICT!

The goal of FGSUD Board of Directors and Staff is to provide quality potable water to our customers. We continually work to operate and maintain the District as efficiently as possible, and our desire is to provide water service to our rural residents.

Attached are the required forms for service with the District. Required forms and fees will vary dependent upon if you are requesting a new water tap or if it is a transfer of existing service.

ALL CUSTOMERS will need to complete Pages 2 & 3, and sign Page 6.

The draft authorization form is not required but recommended for all customers as a convenient bill pay option (page 7).

All customers requesting services will need to submit the Right of Way Easement Form (pages 9 & 10).

Customers requesting an existing service be transferred will need to have the previous owner complete the Transfer Authorization Form (page 8).

Feel free to only print the forms that apply and email, fax, mail or hand deliver to the District. Necessary fees will be required before application process will begin. If you have any questions, please feel free to call FGSUD at (325)762-2575.

Thanks!

Carrie Holson

Office Administrator

Water Service Application

Applications must be thoroughly completed. Please print legibly in ink or type.

A map of (or detailed directions to) the service location requested must be provided.

Date _____

Applicant's Name _____ Business Name (If applicable) _____

Billing Address _____ City _____ State _____ Zip _____

Physical Address Service requested: _____ City _____ State _____ Zip _____

Phone: _____ Alt. Phone: _____ Email: _____ D.L. # _____

Previous Owner: _____ Acct. # _____

Proof of Ownership: Date of Deed _____ Vol. & Page/Inst. # _____ County: _____

Do you reside at the property where your water service connection will be located? YES [] NO []

If "No" please explain _____

Use: continual _____ seasonal _____ infrequent _____

Brief legal property description (include road name, subdivisions, lot & block #, 911 address, etc.)

No. of miles _____ East _____ West _____ North _____ South _____ of (name of city) _____

Joins property of _____

=====

Would You like to Subscribe to our Alert System for updates regarding Water?

_____ Yes _____ No If Yes: text _____ email _____ both _____

Optional:

Acreage _____ # in family _____ House sq. ft. _____ Pasture only _____ # of livestock _____

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 we 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.

[] White, not of Hispanic Origin [] Black, not of Hispanic Origin [] American Indian or Alaskan Native [] Hispanic [] Asian or Pacific Islander [] Other (Specify) [] Male [] Female

=====

This institution is an equal opportunity provider.

Esta institución es un proveedor de servicios con igualdad de oportunidades

FGSUD use only:

Deposit/Fees Paid: _____ Ck#: _____ Date: _____ Notes: _____

WATER SERVICE AGREEMENT
Cross-connection Restrictions & Enforcement
30 TAC Chapter 290.47(b), Appendix B

1. **PURPOSE:** The Fort Griffin Special Utility District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions that are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Fort Griffin Special Utility District will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
2. **RESTRICTIONS:** The following unacceptable 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 or an appropriate backflow prevention device.
 - 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows 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 or plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
3. **SERVICE AGREEMENT**

Following are the terms of the service agreement between the Fort Griffin Special Utility District (the Water System) and _____ (the Customer).

 - A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
 - B. The Customer shall allow his property to be inspected for possible cross-connection and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
 - C. The Water System shall notify the Customer in writing of any cross-connections or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
 - D. The customer shall immediately remove or adequately isolate any potential cross-connection or other potential contamination hazards on his premises.
 - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
4. **ENFORCEMENT**

If the Customer fails to comply with the terms of the Service agreement, the Water System shall, at its option, 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.

OPERATING PROCEDURES

AMENDED – November 4, 2021
In accordance with TRWA guidelines

All Fort Griffin Special Utility District installations and operations are in accordance with American Water Works Association (AWWA) specifications and in compliance with the Texas Commission on Environmental Quality (TCEQ) and the Texas Rural Water Association (TRWA).

1. **Only one dwelling unit may be connected to a single water meter.** This does not preclude watering livestock and other normal household and farm use. It does exclude mobile homes or RV/travel trailers parked adjacent to the metered dwelling unit. It also excludes providing water to other individuals, families, or groups.
2. **Law prohibits any customer of this District reselling water.** This includes selling to drilling organizations, other dwellings, trailer/RV/travel trailer occupants, or any other person or business. Any individual that is found selling water, or who is providing water for another household, will have their service terminated and no longer receive water from this District.
3. **The District will sell water for a drilling operation** for a minimum of \$1,000 per well, plus the cost of connection in addition to \$0.50 per permit foot. This will cover up to 100,000 gallons of water. Water usage over the 100,000 provision will cost the normal water rate in effect at the time of usage. Initial payment will be made prior to start of drilling.
4. **Mobile home parks** are required to have a meter for each permanently installed mobile home.
5. **RV/travel trailer parks** are required to pay one Capital Contribution Fee (\$2,000) and one deposit (\$300) for every eight (8) parking spaces and a monthly minimum per those three spaces, though the park may have only one *physical* meter. RV/travel trailer parking is temporary lodging by definition. While an RV/travel trailer may be parked in a specific park year round, it must not be lived in year round or it will be classified as a mobile home and subject to those requirements.
6. **Apartment complexes and hotels/motels** may have one *physical* meter; however, the District requires payment of one Capital Contribution Fee (\$2,000) and one deposit (\$300) for every two apartments. The District requires the hotel/motel to pay one Capital Contribution Fee (\$2,000) and one deposit (\$300) for every three rooms.
7. **Requests for new tap service** require the completion of a Water Service Application package with a \$2,300 fee - \$300 for refundable deposit and a \$2,000 Capital Contribution Fee. Meter will be set in order of completed and paid application packages received, based upon approval by the engineering firm. Depending upon the engineering feasibility study results, installation will be within approximately two – four weeks, or the applicant may be placed on a waiting list. Applicants are required to pay all costs of the installation as well as all system costs to provide adequate water quantity and pressure for the new installation.

Forms required for new service:

1. Water Service Application
 2. Water Service Agreement
 3. Right-of-Way Easement
 4. Signed copy of FGSUD Operating Procedures
- a. The District will notify the applicant of receipt of payment and explain the remainder of the process.
 - b. The engineer will assess the location of proposed service and determine the impact to the immediate area and overall water system.
 - c. If approved for installation, the District will provide the applicant with a written estimate of the cost of installation. Upon receipt of the estimate, the applicant will notify the District whether to proceed with installation, place him/her on the waiting list, or cancel the application. Upon cancellation, the original

deposit and the Capital Contribution Fee shall be refunded. The feasibility fee is non-refundable (and may be taken from deposit amount).

- d. Upon notification to proceed, the District will install the meter/service, generally within two weeks. Upon installation of meter the Capital Contribution Fee becomes non-refundable.

8. **Cross connections** constitute a significant health threat to the overall water system and are prohibited by the TCEQ. An air gap, equal to at least two times the diameter of the pipe used, is required between the District's water system and any other water source. This prevents having a backflow into the treated water system and eliminates the potential health hazard produced from back flows. The District is required by the TCEQ to inspect for cross connections on a regular basis. The customer will be notified in writing (and verbally when possible) when a cross connection is found, and will have ten days from the date of the letter to correct the problem. If the cross connection is not repaired at that time the District is then required to disconnect water service until the repair is made.

9. **Requests for transfer of service** require the completion of a Water Service Transfer form and Water Service Application, along with a deposit fee of \$300 for the new customer. All bills/fees/monies owed to FGSUD by the transferring customer must be paid in full prior to any transfer. Once the Transfer and Application packets are completed as required, the transferring customer will be refunded his/her original deposit fee.

Forms required for transfer of service:

- a. Water Service Transfer Authorization (to be completed by transferring customer)
- b. Water Service Application (to be completed by new customer)
- c. Water Service Agreement (to be completed by new customer)
- d. Signed copy of FGSUD Operating Procedures (to be completed by new customer)

10. **Water Rates:** The current basic monthly minimum charge is \$59.85.

1 – 2,000 gallons	@	11.00 / 1,000 gallons
2,001 – 10,000 gallons	@	14.25 / 1,000 gallons
10,001 – 50,000 gallons	@	17.50 / 1,000 gallons
50,001 + gallons	@	20.00 / 1,000 gallons

11. **Debt Service Fee:** A Debt Service Fee in the amount of \$46.67 is included on each customer's water bill. This fee is to assist in the repayment of loans, funded by the USDA Rural Development, for expansion and upgrades to the system, additional pump stations and appurtenances, as well as 35% of the construction cost of the new water treatment plant in the City of Albany (the district's water source).

12. **Meter Reading and Billing Cycle:** Meters will be read between the 16th and 20th of the month by FGSUD personnel, and bills will be mailed by the 26th day. All accounts are due by the 10th of the following month.

If payment is not received by 4:00 p.m. on the due date, a late notice will be sent to the customer stating that full payment, including the past due amount plus the \$5 late fee, must be paid within ten (10) days or the meter will be locked. If the meter is locked, the customer must contact office during regular business hours and full payment of the account plus the \$40 reconnect fee must be paid within 10 days or the meter will be removed and service will be terminated. To restore service, the customer must re-apply for new service and pay the necessary fee(s) according to the District Service Policy.

13. **Returned Check:** When payment is made and the check is returned by the bank for insufficient funds, a service fee of \$25 will be charged to the customer. The customer must then make payment within ten (10) days of notification by the District. Payment will include the amount due plus the \$20 service fee and must be paid by cashier's check or money order.

14. **Disputed bill:** Questionable bills will be coordinated by the FGSUD Office Administrator or if necessary, the General Manager. If no resolution is reached, the customer may write a letter to the Board of Directors. Meter testing for accuracy of operation will be performed upon customer request. If bill adjustment is required, the

adjustment will be for a period of not more than six (6) months prior. All water passing through a meter will be billed to the customer regardless of leaks, theft, absence, etc.

15. Locking or Removal of Meter: Meters are the property of FGSUD. It is unlawful to tamper with the District's meter or equipment or bypassing the same. Service will be terminated if this occurs. The following is a list of possible reasons for meter locking or removal, non-limiting:

1. Customer request
2. Delinquent bill
3. Public health hazard
4. Multiple residences using service
5. Service agreement violations
6. Meter tampering
7. Violation of any federal, state, local or other agency having jurisdiction
8. Willful destruction of FGSUD property
9. Less than reasonable use of the service that causes inadequate service to other customers

16. Customer's Responsibility: The customer shall be responsible for compliance with all utility, local, and state codes, requirements and regulations concerning on-site service and plumbing facilities.

I have read, understand, and agree to the above FGSUD Water Service Agreement Regarding Cross-connection Restrictions & Enforcement; and the FGSUD Operating Procedures.

Printed Name

Customer Signature

Date

FORT GRIFFIN SPECIAL UTILITY DISTRICT

1180 County Road 109

Albany, TX 76430

BANK DRAFT AUTHORIZATION FORM (OPTIONAL)

I, _____, account number _____ hereby authorize Fort Griffin Special Utility District to draft charges for my water bill from my bank account with:

BANK NAME: _____ BANK PHONE NUMBER: _____

BANK CITY: _____ STATE _____ ZIPCODE _____

BANK ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

☐ CHECKING ACCOUNT ☐ SAVINGS ACCOUNT

Maximum Amount FGSUD is authorized to draft \$ _____

(NOTE: Draft will always be for amount of bill. In case of leak or improper reading, draft will not process if exceeds stated amount. If no amount is specified it will be set at \$500.00)

Draft will be processed monthly (between the 3rd and 5th) for the current balance on account with Fort Griffin Special Utility District. It is understood and agreed that drafts are processed by Fort Griffin SUD for my convenience and may be cancelled at any time upon written request.

Customer Signature

Date

Phone Number

Water Service Transfer Authorization

(For Transfer of Existing Meters/Accounts)

(THIS DOCUMENT MUST BE SIGNED BEFORE A NOTARY)

I, _____ request Account # _____ with the Fort Griffin Special Utility District (service location at _____), be transferred to:

_____ (Name of new owner/resident)

Phone number of new owner/resident (if known): _____

I understand that I may only transfer my account if one of the following conditions are met:

(Select one)

- ☐ By will to a person related to the Testator within the second degree by consanguinity; or
- ☐ By transfer without compensation to a person related to the undersigned within the second degree of consanguinity; or
- ☐ By transfer without compensation or by sale to the District; or
- ☐ By transfer as part of the conveyance of real estate from which the account arose.

I understand that all bills/fees/monies owed by me to Fort Griffin Special Utility District must be paid in full before this transfer can be processed. I also understand my original deposit fee, less any balance on account will be returned once account is finalized.

Name _____ Phone _____
Number _____

Address to be used to refund deposit (if applicable):

Mailing: _____ City: _____ State: _____
Zip: _____

The undersigned states and represents that this transfer of account conforms and complies with one of the above listed rules relating to the transfer of the account in the FGSUD.

SIGNATURE _____ DATE _____

THE STATE OF TEXAS

COUNTY OF _____ §

This instrument was acknowledged before me on this, the _____ day of _____, _____
by _____.

Notary Public State of _____

Signature: _____ Commission Expires: _____ (seal/stamp)

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 Fort Griffin Special Utility District, 1180 C.R. 109, Albany, Texas 76430, (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 pipeline supply system including one or more pipelines 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 20' 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 20' 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 20' 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: _____

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantor'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
the _____ day of _____, _____.

ACKNOWLEDGMENT

[illegible]

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 _____, _____.

Notary Signature: _____ Commission Expires: _____ (seal/stamp)