County Line Special Utility District 8870 Camino Real

Uhland, TX 78640-4909

Office: 512-398-4748 Fax: 512-398-4749

www.clsud.com

Combination: Standard Potable Water Service Application – Agreement Page 1
Standard Wastewater Service Application - Agreement

for ______ Subdivision residents

Return Service Application to fax # above or to Customer Service at: customerservice@clsud.com

County Line Special Utility District (hereinafter District) was created pursuant to the provision of Texas Water Code, Chapters 49 and 65 and 30 Tex Admin. Code 293.11 and 293.12 to purchase, own, hold, lease and otherwise acquire sources of raw water supply; to build, operate and maintain facilities for the transportation of water; and to sell water potable water and wastewater services to town, cities, and other political subdivisions of this state, to private business entities and to individuals. District operating policies, rates and regulations are formulated and affected by a Board of Directors elected by the public.

The District has adopted bylaws which establish the makeup of the Board of Directors, establish the terms of office, provide for annual and regular meetings, provide for reserve accounts and establish the rights of the consumers and other important regulations of the potable water and wastewater systems. These bylaws are amended from time to time and are on file for inspection in the District's office.

Each service is for the sole use of one dwelling or business and any transfer of potable water to another dwelling or business is prohibited. Infraction of this rule will result in the loss of potable water and / or wastewater service.

<u>Potable Water:</u> County Line SUD produces a portion of its water from wells located in the Edwards Aquifer and a portion from surface water. Testing has shown that water produced from the Edwards Aquifer has a fluoride content of 3.38mg/l. High fluoride levels have been known to cause staining of children's teeth. If you have any questions, please contact your dentist.

County Line SUD began using chloramines to disinfect the water beginning December 2004. This type of potable water treatment can cause problems in the use of dialysis machines and for fill water in fish tanks. If this water is used in a dialysis machine please contact your doctor. Check with an appropriate person before using in a fish tank.

County Line SUD installs a check valve at the potable water service meter to prevent water from returning to the system. Each user must check the pressure release valve on the water heater to make sure it is in working order. A malfunction of the pressure release valve could cause damage to your home's water system or injury to persons in the home. Please contact a plumber or County Line SUD Management if you have any questions. There is appropriate pressure regulating equipment available for use on water heaters, check with a plumber.

<u>Potable Water Rates:</u> The current potable water rates are \$40.36 per month minimum. Additionally, charges for gallons of water used are:

\$3.65 per thousand gallons for the first 5,000 gallons

\$4.26 per thousand gallons for the next 5,000 gallons

\$4.89 per thousand gallons for the next 5,000 gallons

\$5.63 per thousand gallons for the next 5,000 gallons

\$6.47 per thousand gallons for all over 20,000 gallons

Wastewater Rate: The current wastewater rates for a Standard connection are \$65.00 per month.

A \$25.00 fee is charged for all returned checks.

A \$40.00 fee is charged if service is disconnected due to non-payment.

A \$210.00 fee is charged if a meter lock is cut off or damaged.

This information is correct as of April 19, 2022.

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Today's Date: Date to Start Service:		CORPORATION USE ONLY		
Line Special Utility District Camino Real 1, TX 78640 98-4748 office 98-4749 fax		Cost Work Order Number Eng. Update Account Number Service Inspection Date		
)				
er	Renting Home	Property Mgr/Realtor		
Home:		Cellular:		
Work:				
Applicant:		Co-Applicant:		
s of Applicant:				
	iption: er Work: Applicant:	Utility District Cost		

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AGREEMENT made this	_ day of	, 20	, between
County Line SUD, a district organ	nized under the laws of th	e State of Texas (hereinafter	called the District)
and		, (hereinafter call the Ap	plicant / Customer).
			,

The District shall sell and deliver potable water and wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws and policies to the District as amended from time to time by the Board of Directors of the District. *All potable water supplied by the District to the Applicant will become property of the District immediately upon the Applicant's discharge of that water into the District's wastewater collection system.*

The Applicant shall pay the District for service hereunder as determined by the District's Rules and Regulations and Policy, as may be amended from time to time, and upon the terms and conditions set forth therein.

The Board of Directors shall have the authority to discontinue service and cancel the Customer's account of any customer not complying with any policy or 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. The District may terminate potable water service to the Customer if the Customer fails to make timely payment of their potable water or wastewater service bill.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic potable water and/or wastewater 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 a new water system or expanding the facilities of an existing system.

The Applicant hereby agrees to obtain, utilize and/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 in 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 acceptance as a Customer in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may reapply for service at a later date under the terms and conditions of the District's policies.

All potable water delivered 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 form one property to another, to share, resell, or sub-meter 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 / or wastewater service connection or the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon the Customer's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of it equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by the District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross connections.

The District shall maintain a copy of this agreement as long as the Customer and / or premises is connected to its water and / or wastewater system.

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Potable Water Services:

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connections between 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 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 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. No pipe or pipe fitting which contains more than .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.
- d. 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.
- e. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

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 his property to be inspected for possible cross connection and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practices on their premises. The Customer shall, at his 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 the Customers needs, or in the event there is a shortage of water, the District my initiate the Emergency Rationing Program as specified in the District's 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.

The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant is a Customer. Said guarantee shall pledge any and all Deposit against any balance due the District. Liquidation of said Deposit shall give rise to discontinuance of service under the terms and conditions of the District's policy.

By execution hereof, the Applicant agrees to non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District. Any misrepresentation of the facts by the Applicant on any page of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's policy.

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Waterwater Services:

The Customer shall allow his property to be inspected for possible cross connection and other undesirable plumbing practices. Inspections of connection service shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practices on the Customer's premises. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

By execution of this agreement, the Applicant hereby agrees to 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 wastewater pipeline 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. The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, manholes and clean-outs, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant is a Customer. Said guarantee shall pledge any and all Deposit against any balance due the District. Liquidation of said Deposit shall give rise to discontinuance of service under the terms and conditions of the District's policy. The Applicant agrees that all water discharged will become the property of the District immediately upon the Applicant's discharge of that water into the District's wastewater collection system.

By execution hereof, the Applicant agrees to non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District. Any misrepresentation of the facts by the Applicant on any page of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules and Regulations and policy.

The Customers understands and agrees that there are substances that can not and should not be allowed to enter a wastewater collection system. The Customer is prohibited from allowing any of those substances listed on Attachement A, a copy of which is attached hereto and incorporated herewith for all purposes by reference, to enter either directly or indirectly into the District's wastewater collection system. The Customer will be held liable for all damages caused to the District's wastewater system by allowing any of the Attachement A substances to enter the District's wastewater system. The District may disconnect potable and / or wastewater services to the Customer if found to be discharging prohibited substances into the District's wastewater system.

Applicant Signature		

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You can now request the personal information contained in your utility records not be released to unauthorized persons.

The Texas Legislature enacted a bill, effective September 1, 1993 allowing publicly owned utilities to give their customers the option of making the customers address, telephone numbers and social security number confidential.

Is there a charge for this service? No

How can you request this service? Complete the form at the bottom of this page

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 a political subdivision to 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, electricity or drainage service for compensation.

Yes, I want you to make my personal information confidential.					
Customer Name	Account Number				
Address					
City, State, Zip					
Applicants Signature					

Standard Potable Water Service Application-Agreement form was approved and made effective on March 19, 2018 by the County Line Special Utility District Board of Directors.

Standard Wastewater Service Application – Agreement

Attachment A – Prohibited Discharges

The following pollutants may NOT be discharged into the District's wastewater collection system.

- 1. Pollutants which create a fire or explosion hazard in the wastewater system, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21;
- 2. Wastewater having a PH less than 6.0 or more than 10.0, or otherwise causing corrosive structural damage to the wastewater system or equipment;
- 3. Wastewater containing a sulfide concentration greater than two milligrams per liter (2 mg/L);
- 4. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the wastewater system resulting in interference;
- 5. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and / or pollutant concentration which will cause interference with the wastewater treatment plant.
- 6. Wastewater having a temperature greater than 140 degrees Fahrenheit or 60 degrees Celsius or which will inhibit biological activity in the wastewater treatment plant resulting in interference, but in no case heat in such quantities that the temperature at the wastewater treatment plant exceeds 104 degrees Fahrenheit or 40 degrees Centigrade unless otherwise approved;
- 7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- 8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the wastewater system in a quantity that may cause acute worker health and safety problems;
- 9. Any trucked or hauled pollutants, unless otherwise approved;
- 10. Noxious or malodorous liquids, gases, solids, or otherwise wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the wastewater system for maintenance or repair;
- 11. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating PCU's NPDES and/or TPDES permits;
- 12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- 13. Storm wastewater, surface wastewater, ground wastewater, artesian well wastewater, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized wastewater, noncontact cooling wastewater, and unpolluted wastewater, unless specifically authorized;
- 14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- 15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- 16. Detergents, surface-active agents, or other substances which may cause excessive foaming in the wastewater system;
- 17. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 200 mg/L; or
- 18. Wet wipes or any non-biodegradable wipe and / or cloth.