



TALTY SPECIAL UTILITY DISTRICT
SERVICE APPLICATION AND AGREEMENT

Please Print:

TODAY'S DATE: _____

DATE SERVICE TO BEGIN: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

SERVICE ADDRESS: _____

Billing Address if different from service:

HOME PHONE (_____) _____ - _____

WORK PHONE (_____) _____ - _____

CELL PHONE (_____) _____ - _____

CELL PHONE (_____) _____ - _____

EMAIL ADDRESS: _____

DRIVER'S LICENSE NUMBER OF APPLICANT: _____ LAST 4 OF SS#: _____

DRIVER'S LICENSE NUMBER OF CO-APPLICANT: _____ LAST 4 OF SS#: _____

SPRINKLER SYSTEM ___ YES ___ NO

SWIMMING POOL ___ YES ___ NO

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 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

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, _____, between

Talty Special Utility District, a political subdivision of the State of Texas created under authority of Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code (hereinafter called the District) and _____

(hereinafter called the Applicant),

Witnesseth:

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the District's Rate Order and other applicable service policies, if any. Applicant further agrees to pay all applicable fees and charges for such water and/or wastewater service in accordance with the District's Rate Order, as amended from time to time.

The Applicant shall pay the District for service hereunder as determined by the District's Rate Order and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof by execution of this agreement. 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 of any Applicant 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.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the Applicant 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 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 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 Applicant'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 its equipment from the Applicant's property. The Applicant 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 Applicant's 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 Rate Order and other applicable service policies, if any.

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 Applicant 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 air gap 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 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 plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

Any person who intentionally or knowingly causes impairment or interruption of the District's public water supply, or causes it to be diverted in any manner, shall be reported by the District for possible prosecution under Texas Penal Code §28.03.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises is connected to the public water system. The Applicant 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 Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant 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 Applicant.

In the event the total water supply is insufficient to meet all of the Applicants needs, or in the event there is a shortage of water, the District may initiate the Drought Contingency Stage as specified in the District's Drought Contingency Plan. 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 Applicant/users of the District, normal failures of the system, or other events beyond the District's control.

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 Applicants.

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 Deposit Fees against any balance due the District.

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 District's tariff.

Name

Date

**TALTY SPECIAL UTILITY DISTRICT
PO BOX 890
FORNEY TX 75126
972.552.4422**

**BACKFLOW PREVENTION
TESTING**

The Texas Commission on Environmental Quality (TCEQ), which is the regulatory agency governing Talty S.U.D., requires that the public water supply be protected from outside contamination. To ensure this protection, Talty S.U.D. requires that all irrigation systems be equipped with an approved backflow assembly device appropriate for the irrigation system in use as well as moisture sensors. All irrigation systems are to be tested upon installation by a TCEQ Licensed Backflow Inspector and the original test provided to the Talty S.U.D. office.

It is also the policy of Talty S.U.D. to require an annual backflow testing on all devices protecting against a health hazard per TCEQ and on all commercial properties regardless of health hazard. Inspectors must register with the Talty SUD office. When providing a test form, please include a copy of the inspector license and current gauge certifications.

ALL PROPERTIES WITH AN OSSF (On Site Sewer Facility, Septic System), you MUST use a RPZ (Reduced Pressure Zone) backflow device. If your property currently has a Double Check backflow device and it will no longer pass inspection, it MUST be changed out to a RPZ. Failure to replace with an approved RPZ backflow device will result in DISCONNECTION of service.

FAILURE TO COMPLY WITH THE RULES OF TALTY SPECIAL UTILITY DISTRICT WILL RESULT IN TERMINATION OF SERVICE. A DISCONNECTION FEE WILL BE CHARGED IF SERVICE IS TERMINATED. SERVICE WILL REMAIN DISCONNECTED UNTIL SUCH TIME THAT COMPLIANCE IS MET AND ALL OUTSTANDING BALANCES DUE TO THE DISTRICT ARE PAID IN FULL.

Customer Signature

Date

SECTION G2.

RATE SCHEDULE

(Amended by Ord. 2023-005, Oct. 17, 2023)

Administrative Fee.	\$50.00	
After Hours Fee.	\$50.00	
Connection Fee.	\$3,200.00	
Customer History Report Fee.	\$5.00	
Customer Service Inspection Fee.	\$60.00	
<u>Deposit:</u>		
Standard Service.	\$100.00	
Renter/Tenant.	\$200.00	
Increased Risk.	\$200.00	
Non-standard Service (Commercial).	\$250.00	
Non-potable Tank Fill.	\$1,500.00	
Temporary Service.	\$250.00	plus \$50.00 service
Deferred Agreement Fee.	\$10.00	
Disconnect/Reconnect Fee.	\$50.00	
Flow Testing Fee.	\$500.00	
Late Fee.	\$20.00	
Meter Replacement Fee.	\$200.00	minimum
<u>Meter Set Fee:</u>		
Non-standard Service (includes tap fee).	\$450.00	
Standard Service (existing tap).	\$235.00	
Meter Tampering Fee.	\$50.00	
Meter Test Fee.	\$150.00	
Processing Fee.	\$50.00	
Reserved Service Charge.	\$9.95	
Return Check Fee.	\$40.00	
Road bore or road crossing (estimated minimum).	\$1,000.00	
<u>Service Investigation Fee:</u>		
3 or fewer water connections.	\$1,000.00	
More than 3 water connections.	\$2,500.00	
Service Trip Fee.	\$50.00	

MONTHLY WATER RATES FOR STANDARD SERVICE

Usage Range/Gallons	Base Rate		Water Rate Per 1000 Gallons
1-2,000	\$30.00		n/a
2,001-10,000	\$30.00	<i>plus</i>	\$5.50
10,001-20,000	\$30.00	<i>plus</i>	\$7.00
20,001 and up	\$30.00	<i>plus</i>	\$8.50

Non-potable Water Rate: \$10.00 per 1000 gallons.

Billing Procedures: Meters are read on or around the 20th day of each month. The bills are mailed on or before the first of each month. Bills are due upon receipt. Payment must be received by the office no later than the 15th of the month to avoid a Late Fee. ***Payments received after the 15th day of the month will be assessed a Late Fee.***

If payment is not received by the 15th of the month a Disconnect Notice will be sent. If payment is not received by the due date on the Disconnect Notice, the account will be assessed an Administration Fee and service will be disconnected. ***A US postal postmark does not apply to receipt of payment for disconnects.*** If a customer requests reconnection between 5pm and 8pm, an After Hours Fee will also be charged to the account. To reconnect the water service the account balance must be paid in full including the ADMINISTRATIVE FEE, AFTER HOURS FEE, as well as any outstanding charges on the account.

TALTY SPECIAL UTILITY DISTRICT
PO Box 890
Forney, TX 75126
OFFICE 972.552.4422 FAX 972.552.2338

Landlords Only

OWNER ACKNOWLEDGEMENT OF TRANSFER FOR TENANT/RENTER ACCOUNTS
AND OPTION TO GUARANTEE PAYMENT OF RENTER/TENANT ACCOUNT

Account Number _____

Owner Name _____

Address _____

Service Address _____

Owner's Phone _____

Owner's Email _____

Talty SUD Rental Accounts – Landlords (Owners) and Tenants (Renters)

- A. Automatic transfer of account to back to Owner. As the Owner of property located within the Talty Special Utility District (“District”) service area, I understand that I am subject to the District’s Rate Order, and specifically Section E.7 of the District’s Rate Order. The District will establish service and require a deposit to create an account for the Owner’s property. The District will allow a renter to apply for service at the service address previously established by Owner through payment of a deposit by renter and all billing will be sent to renter pursuant to such alternate billing arrangement. In the event that a renter moves out or vacates the above listed service address, water service will automatically revert back into Owner’s name and the account will immediately become the sole responsibility of the Owner rather than be terminated.
- B. Optional Guarantee of Payment on Account. Select only *one* of the following:
- I *approve* the guarantee of payment for renter deposits and/or monthly service.
- I *do not approve* the guarantee of payment for renter deposits and/or monthly service.

By selecting the option to approve the guarantee of payment for renter deposits and/or monthly service, Owner is agreeing to be responsible for all outstanding and unpaid bills by renter as set forth in Section E.7 of the District’s Rate Order and the rules of the Public Utilities Commission of Texas, specifically Title 16 Texas Administrative Code § 24.159(e). Service will automatically revert to Owner under Subsection A. above even if Owner does not approve a guarantee of payment of renter’s unpaid bills.

- C. I understand that I may obtain a copy of the District’s Rate Order online at <http://taltysud.com/documents> or by contacting District staff.

By my signature below, I acknowledge and agree to the terms and conditions set forth herein.

Owner Signature: _____

Date: _____