

Gum Creek Water Supply Corporation

Operated by Grimes Water Works, Inc.

***P. O. Box 1230
Jacksonville, Texas 75766***

Phone: 903-589-9988

Email: gumcreekwater@gmail.com

Application or Transfer Check List

(items needed by Gum Creek Water Supply in order to supply water service)

- _____ Application (Completed)
- _____ Applicant Information Sheet
- _____ Service Agreement (Completed and Signed)
- _____ Right of Way Easement (Completed and Signed before a Notary)
- _____ Copy of recorded warranty deed (**must be supplied within 30 days of closing**)
If warranty deed has not been recorded yet, please supply copy of paperwork signed at closing.
- _____ Fees for new service or transfer as indicated

- **Meter set:** \$900.00 (includes \$100.00 for membership, customer service inspection [required by the state], capital improvement fee and meter set) **Does not include any extension of line or road bores if needed to get water to the property.**
- **Reinstallation of Service** \$450.00 (includes \$100.00 for membership and charge to reinstall meter) plus old balance if any.
- **Transfer of Membership:** \$110.00 (includes \$100 for membership)

This meter will be considered TEMPORARY until all paperwork is completed and returned. A period of 10 business days from closing is placed on having the application packet and fees to us. A period of 30 days is placed on having the copy of recorded deed to us. If you cannot have the papers back to us in this time frame please call and make arrangements for an extension.

New meter installations will not be scheduled for installation until all required paperwork and full payment is received for the meter set, plus any construction or road bore required to get water to the property.

NOTE: Our water supply collects \$1.00 per month per meter as a volunteer donation to the Earle's Chapel Volunteer Fire Department which services your property. If you do not wish to participate in this program, please inform this office in writing.

Gum Creek Water Supply Corporation
Operated by Grimes Water Works
P. O. Box 1230
Jacksonville, Texas 7766
(903) 589-9988

Membership Application

Name: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Date: _____

Property Location: *(911 address is mandatory)*

Number of people in the household: _____

Type of residence: House Mobile Home Other:

IF TRANSFERRED FROM ANOTHER OWNER: Acct. # (if known): _____

Prior Owner Name: _____

1. Will this property be utilized as a rental property? Yes No

If yes, please provide name & phone number of renter, if known:

2. Does this property have a swimming pool? Yes No
3. Does this property have a sprinkler system? Yes No
4. Does this property have a well? Yes No

There will only be 1 (one) household per meter. Installation and meter will require additional charge. This charge is payable upon approval by the water system. This service is provided by either the Corporation's operator or a Board approved licensed operator.

Signature:

BOARD USE ONLY:

Approved: _____ Not Approved: _____ Date: _____

Comments: _____

Gum Creek Water Supply Corporation

*P. O. Box 1230
Jacksonville, Texas 75766*

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Service Agreement

AGREEMENT made this _____ day of _____, 20____, between Gum Creek Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation), and _____, (applicant, hereinafter called the Member).

WITNESSETH - The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water service from the Corporation, in accordance with the bylaws and rules and regulations of the Corporation as amended from time to time by the Corporation.

The Member shall pay the Corporation 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 Corporation's Board of Directors.

The Board of Directors shall have the authority to sell the membership of any member in the event of nonpayment of any charges of assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Member. The proceeds of any sale of membership over and above the amount due the Corporation shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the corporation at a price determined by the Board to be fair value of the membership, provided that in the event of either a sale of membership or the purchase thereof by the Corporation the proceeds shall first be applied to the payment of any indebtedness due the Corporation by the delinquent Member.

In the event the Member shall breach this agreement by (1) refusing or failing, without just cause, to connect to the Corporation's facility and use same as soon as the facility is available, or (2) refusing or failing, without just cause, to pay the minimum monthly water rate as established by the Corporation, upon the occurrence of either of said events the Member agrees to pay the Corporation a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for the **sole use of the Member** or customer and **is to serve water to only one (1) dwelling or only one (1) 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 to any other persons, dwelling, business, property, etc. Member declares that this application is NOT for the purpose of providing service to property being subdivided as defined in the bylaws. Any subdivision of said property shall require an application for non-standard service which must meet the requirements as outlined in the Corporation's tariff and bylaws. Multiple meter requests on the same piece of property, for the use of rental property, will also require an application for non-standard service.**

In the event the total water supply be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members 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 Members and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be Gum Creek Water Supply Corporation Service Agreement insufficient to all the needs of all Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the Members for both domestic and livestock purposes before supplying water for gardening purposes.

The Member shall install at his own expense a service line from the water meter to the point of use. All parts up to and including the meter belong to the Corporation. All parts beyond the meter are the sole property and responsibility of the member to install and maintain, including but not limited to shut off valves, pressure reducers, etc.

The Member shall hold the Corporation harmless from any and all claims or demands for damage to real or personal property occurring from the point the Member ties on to the water meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Members at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable 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 property from the Member's premises. Any attempt by the Member to inhibit access will result in termination of service and forfeiture of membership. If the Corporation's authorized employees and/or contract operators must make additional visits to the property due to inhibited access, the Member may be charged a \$25.00 fee for each additional visit needed to complete the necessary business operations that could have been accomplished in one visit if not due to inhibited access.

The Corporation's authorized employees and/or contracted operators shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations between the Water Supply Corporation's system and any unknown or non-potable water supply, as well as any other undesirable plumbing practices as described by the appropriate regulatory authority.

Cross-Connection Agreement:

Purpose - Gum Creek Water Supply Corporation 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 which 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 Gum Creek Water Supply 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.

- II. **RESTRICTION** -. 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 0.25% lead may be used for the installation or repair of 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.

III. **SERVICE AGREEMENT** - The following are the terms of the service agreement between Gum Creek Water Supply (the Water System) and _____ (the Member).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premise is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections 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-connection 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-connections 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.

IV. **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.

Member

ACCEPTED AND APPROVED:

Gum Creek Water Supply Corporation

**United States Department of Agriculture
Farmers Home Administration**

Right of Way Easement
(General Type Easement)
(This form must be notarized)

KNOW BY ALL MEN BY THESE PRESENTS, that _____,
(applicant, hereinafter called "Grantors"), in consideration of one (\$1.00) and other good and valuable consideration paid by Gum Creek Water Supply Corporation (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, Cherokee 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 fifteen feet (15') 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 fifteen feet (15') in the width the center line thereof being the pipe line as installed.

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:

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____.

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

Fee Listing

Water Rates (plus applicable state assessment fees/taxes):

Availability Fee	\$ 25.00
Water Consumption	\$ 4.50 per thousand gallons

Returned check fee: \$ 25.00

Returned ACH debit fee: \$ 25.00

Late Fee: \$ 5.00

New Meter Set:

(Fees for tap set only. Does not include line extensions or road bores if needed)

Membership Fee	\$100.00
Capital Improvement	\$100.00
Customer Inspection	\$100.00
Meter Tap	<u>\$600.00</u>
TOTAL	\$900.00

Reinstating membership:

Membership fee	\$100.00
Reconnect fee	<u>\$350.00</u>
TOTAL	\$450.00 +old balance if any

All road bores and line extensions extra, based upon type of construction needed and will be quoted on an individual basis.

Locking meter due to non-pay \$ 25.00

Trip fee \$ 25.00

Meter Test Fee (per member request) \$ 25.00

Membership transfer fee \$ 110.00 (includes membership)

Gum Creek Water Supply offers direct debit of your monthly water bill. This service is voluntary and free of charge. To enroll in this service please complete the following form and return it with your application with a voided check.

GUM CREEK WATER SUPPLY CORPORATION

APPLICATION FOR AUTOMATIC RECURRING BANK DRAFT

(All blanks must be completed before service can begin. If something is not applicable please indicate by writing NA)

Direct debit is a simple way to pay your bill automatically from your bank account. Participation is free and voluntary.

PLEASE CHECK ONE: New Applicant Change Request Cancel Auto Debit

Name: _____

Mailing Address: _____

City, State, Zip: _____

Service Address: _____ Account Number: _____

Daytime Phone: (____) _____ Cell Phone: (____) _____

Email Address: _____

Please provide the following information about your bank account:

Name on the Bank Account: _____

Bank Name: _____

Routing Number: _____ Account Number: _____

I authorize Gum Creek Water Supply Corporation to automatically deduct payment from the account specified, for charges incurred at my service address. I understand that **payment will be deducted between the 7th and the 10th of every month** and therefore, no other payment need be mailed. I also understand that I will be subject to a return check fee if my bank rejects the bank draft for any reason. I further understand that I have the right to receive notice of the amount of each payment deduction and that each bill will be marked with the payment that will be automatically drafted. The monthly bill will constitute such notice. I may suspend payment by notifying Gum Creek Water Supply in writing a minimum of ten business days before an amount is to be debited from my bank account. I also understand Gum Creek Water Supply reserves the right to terminate this draft and/or my participation in it.

I have read and agree to the above authorization agreement.

Signature: _____ Date: _____

Automatic recurring bank draft will begin within 4 weeks of receipt of this form & voided check.

Please complete form, sign and **ATTACH A VOIDED CHECK.**

Mail to: **Gum Creek WSC
P. O. Box 1230
Jacksonville, TX 75766**