

CITY OF DORCHESTER
Water

Utility Service Application and Agreement

Notice: All new service connection requires a deposit fee and an additional transfer fee, and must be paid before water will be continued. Current deposit fee is \$100.00—Transfer fee \$50.00 – New Meter cost \$5000.00-Road Bore if applicable \$1500.00

Please Print:

Requested Service Address _____

Previous Property Owner's _____
Full Name Property Owner Phone Number

Beginning Service Date _____
(Someone must be present at the location in which water service is being connected before the Water Dept. will be able to activate the water. It is unlawful for anyone to connect, reconnect or disconnect water at the meter at any time.)

Applicant Name _____
First Middle Last

Co-Applicant Name _____
First Middle Last

Mailing Address _____

Phone-Cell _____ Other Phone _____

E-mail _____

Proof of ownership (see attached) _____

Drivers License _____
Number State

Legal Description of property (Include name and/or number of road, subdivision, county, acreage, lot and block number)

Place of Employment _____ Work# _____

Nearest Relative (not living with you)

Name _____ Phone# _____

The OWNER OF THE PROPERTY WILL ALWAYS be fully responsible for this account-any outstanding water charges.

I have carefully read the completed Application and know the information given above is true and correct. I will comply with all City of Dorchester Ordinances and applicable State Laws, and accept responsibility for payment of all fees or charges. I understand that failure to do so will cause services to be discontinued which will result in additional charges to have services reinstated. I understand that knowingly providing false information on this application is a misdemeanor offense.

Signature _____
Applicant Co-Applicant

Office Use:
Account# _____ Electronic ID# _____ Meter Reading _____

CITY OF DORCHESTER
373 MAIN ST.
DORCHESTER, TX 75459
OFFICE 903-476-5862 FAX 903-476-0172
EMAIL- cityofdorchester@yahoo.com

SERVICE AGREEMENT

Note: These are the terms and agreements as agreed upon on Page #1 of this application.

I Purpose: The City of Dorchester 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 providers are enforcing these restrictions to ensure public safety and their welfare. Each applicant must sign this agreement before the City of Dorchester will provide services. In addition to new connections, the water system will not re-establish unless it has a signed copy of this agreement.

II Plumbing Standards and Restrictions: The following **unacceptable plumbing practices are prohibited:**

- 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 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 80% 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 .02% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.
- F. Meters to be furnished and installed by the City of Dorchester shall meter all water. **The meter and/or wastewater connections 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 sub-meter water to any other persons, dwellings, businesses, or property, etc. is prohibited.**

III Service Agreement: The following are the terms of the service agreement between the City of Dorchester and utility customer

- A. The City will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connection and other unacceptable plumbing practices. These inspections shall be conducted by the City or its designated agent prior to initiating new water service when; there is a reason to believe that cross-connection or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspection shall be conducted during the City's normal business hours.
- C. The City will notify the Customer in writing of any cross-connection or other unacceptable plumbing practices, which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the City. Copies of all testing and maintenance records shall be provided to the City.
- F. **In compliance with Title 30 TAC Subsection 290.44(h) and 290.46(j), before continuous water service for new construction is established, any addition to what plumbing already exist, or corrections made to plumbing at said property site, must have CSI form filled out and signed by a TCEQ licensed customer service inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement at customer cost.**

IV Enforcement: If the Customer fails to comply with the terms of the Service Agreement, the City shall, at its option, terminate service or properly install, test, and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of the agreement shall be billed to the customer.

CITY OF DORCHESTER
373 MAIN ST.
DORCHESTER, TX 75459
OFFICE 903-476-5862
FAX 903-476-0172

CONFIDENTIALITY NOTICE

The State of Texas legislature passed HB 859 now codified in Texas Utility Code Sec. 182.052 relating to the confidentiality of certain information of the customers of a government-operated utility (such as the City of Dorchester). Confidential information includes a customer's name, address, phone number, social security number, and information relating to the customer's account including volume or units of utility usage or the amounts billed to or collected from the individual for utility usage. The law provides that a government-operated utility may not disclose such information contained in a customer's utility account records if the customer requests that the City keep the information confidential. The customer may request confidentiality by delivering to the City a written request to keep such information contained in the utility account confidential. Otherwise, a customer's personal information will NOT be considered confidential.

However, even though the customer may request their personal information remain confidential, the statute does NOT prohibit a government-operated utility from disclosing personal information in a customer's account records to:

1. An official or employee of the state, a political subdivision of 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 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, garbage, electricity, or drainage service for compensation

If you hold an account as an individual, you have a right to request confidentiality of personal information contained in your utility account, such as name, address, telephone number, social security number, and information relating to the customer's account including volume or units of utility usage or the amounts billed to or collected from the individual for utility usage. If you do not specify your intent to keep your personal information confidential, this information will be subject to the open records provisions.

Please indicate your preference by placing an "X" in the appropriate box below.

_____ I desire for personal information on my utility account to be **confidential**, unless specifically exempted by state statute.

_____ I **do not** desire for personal information on my utility account to be **confidential**, thus causing this information to be subject to the open records provisions.

Print name: _____

Signature: _____ Date _____

This request may be rescinded only upon written permission of the utility customer whose signature appears above.

ACCT.# _____

RIGHT OF WAY 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 City of Dorchester, 373 Main St. Dorchester, Texas 75459 (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, remove and/or supplement water distribution lines and appurtenances over and across _____ acres of land, located at _____, more particularly described in instrument recorded in Vol. ____, Page ____, Deed Records, Grayson 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 20' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the water distribution lines and appurtenances are installed, the easement herein granted shall be limited to a strip of land 20' in width the center line thereof being the water distribution lines and appurtenances as installed.

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 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 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 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 land and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this ____ day of _____, 2020.

Print Name:

SIGNATURE

ADDRESS

ACKNOWLEDGEMENT

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 _____, 2020.

County, Texas

(Seal)