

PRITCHETT WATER SUPPLY



3670 ST HWY 155 S
GILMER, TX 75645-8063
903-734-5438
Fax: 903-734-4497

RULES FOR PAYING YOUR WATER BILL

1. Payment is due upon receipt & payable on or before the due date (the 15th). We are not responsible for U S mail delivery. Failure to receive your bill will not relieve you from charges and/or penalties.
2. If payment isn't received by 8:00 a.m. on the 16th of the month, your account will be subject to late fees.
3. The member has 5 working days from the 16th to make payment. If payment hasn't been received before 8:00 a.m. on this cut-off date, appearing on the late notice, service is subject to be locked off and a disconnect fee of \$75.00 will added to your account.
4. Pritchett WSC employees are not authorized to unlock meters after hours, so be sure to get your bill paid by 3:00 p.m. on the day of lock offs to allow time to unlock before closing time at 4:00 p.m. Bills must be paid in full to be unlocked, including the disconnect fee.

I _____ understand the rules for paying the water bill.

Date _____

CORPORATION USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng. Update:	_____
Account Number:	_____
Service Inspection Date:	_____

Pritchett WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (____) _____ - _____ Work (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

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 Pritchett Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member)

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member 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 and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic 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 Membership Fee 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
 - 1) a new water system or
 - 2) expanding the facilities of an existing water 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 Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property 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 and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation'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 Corporation. The Corporation shall also have access to the Member'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 corporation's tariff and service policies.

The Corporation 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 customer of the restrictions which are in place to provide this protection. The Corporation 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 airgap 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 airgap 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 0.25% 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.
- 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.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member 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 Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at **their** expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation 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 Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

Initials _____

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

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 Corporation.

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 Corporation's tariff.

Witnesseth

Applicant Member

Approved and Accepted

Date Approved

PRITCHETT WATER SUPPLY



3670 ST HWY 155 S
GILMER, TX 75645-8063
903-734-5438
Fax: 903-734-4497

DATE _____

Pritchett WSC installs the meter set inside a black rectangular box. Outside of this box, in a round box with a green lid, Pritchett WSC will install a ball valve for your use in turning your water on and off. This installation is a one-time service and it is understood and agreed that any future maintenance or replacement of the ball valve is the customer's responsibility. **The angle stop, inside the large black rectangular box, on Pritchett WSC's side of the meter is not for customer use.**

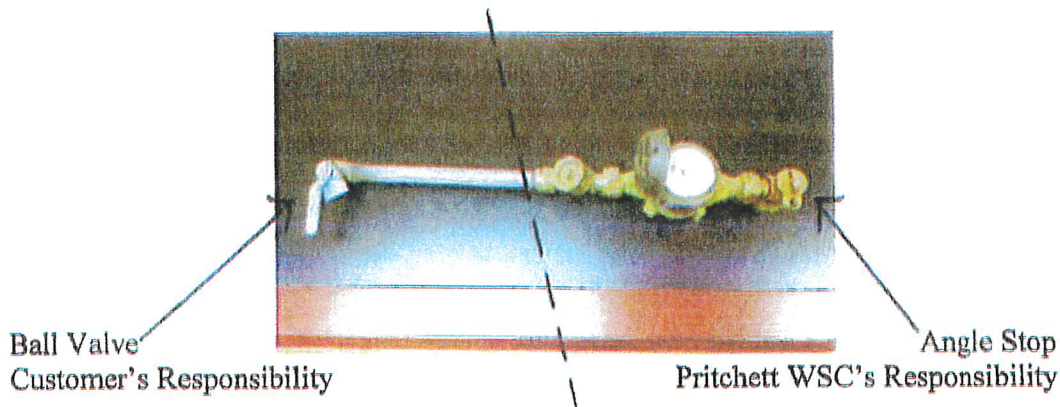
It is also the customer's responsibility to take necessary precautions to control pressure if needed on their side of the meter. Pritchett WSC is not responsible for the installation, removal or maintenance of a pressure regulator. If the line from the valve box is 200' or less, a 3/4" line is recommended for adequate pressure. If the line is more than 200' or uphill, a one to two inch line is recommended.

Also, the Texas Department of Health requires that all other sources of water (wells, etc.) be disconnected from the water service of Pritchett WSC.

All water passing through the meter will be charged to the customer's account. Please check your meter reading periodically to avoid preventable problems.

Name _____
Print

Signature



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 valuable consideration paid by PRITCHETT WATER SUPPLY, (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 access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, 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 Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' 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 15' 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 of interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, (as above limited), substitution or removal thereof; and (3) the right to abandon-in place any and all water supply 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 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 15' 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 land 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 Grantee'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 the 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 ____.

Signature (Grantor)

Print (Grantor)

Signature (Grantor)

Print (Grantor)

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 names(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he(she) (they) executed the same for the purposed 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.

**PPRITCHETT WSC
DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN UTILITY
RECORDS**

Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, social security number,¹ and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to:

Pritchett Water Supply Corporation
3670 ST. Hwy 155 S
Gilmer, TX 75645

Customers may rescind a request for disclosure by providing submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

Regardless of the confidentiality provision in Utilities Code Sec. 182.052, we must still provide this information to (1) an official or employee of the state or 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 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, garbage, electricity, or drainage service for compensation.

¹ See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

Detach and Return This Section

I authorize Pritchett WSC to disclose my personal information, including my address, telephone number, usage and billing records, and social security number if Pritchett WSC receives a written request for that information.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

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SEPTIC INFORMATION

IF PROPERTY OWNED IS **9.9 ACRES OR LESS** OR IF A SECOND SEPTIC SYSTEM IS INSTALLED ON ANY SIZE ACREAGE:

THE STATE REQUIRES A SEPTIC PERMIT

NORTHEAST TEXAS MUNICIPAL WATER DISTRICT

Robert Speight
903-639-7538
www.netmwd.com

- ONLY ONE SEPTIC SYSTEM ON 10 ACRES OR MORE DOES NOT REQUIRE A PERMIT

VACUUM BREAKER REQUIREMENT

A VACUUM BREAKER IS **REQUIRED** ON ALL OUTSIDE HYDRANTS TO PREVENT BACKFLOW FROM WATER HOSE/S INTO WATER SYSTEM

VACUUM BREAKERS CAN BE PURCHASED AT HARDWARE STORES

Texas Commission on Environmental Quality
“One Meter Per Residence” Requirements

Chapter 291, Utility Regulations

291.89 (a) (1)

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility’s approved tariff.

291.89 (a) (4)

One meter is required for each residential, commercial, or industrial service connection. An apartment building, condominium, manufactured housing community, or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections.

Chapter 290, Public Drinking Water

290.38 (10)

Connection – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system.

290.44(d) (4)

Each community public water system shall provide accurate metering devices at each residential, commercial, or industrial service connection for the accumulation of water usage data.



PRITCHETT WATER SUPPLY



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Fax: 903-734-4497

Hours: 7:30 am – 4:00 pm Mon. – Friday

RATES AND FEES

\$24.00 Service Availability Fee	Zero Gallons
\$ 4.25 Per 1,000 Gallons	1 – 8,000 Gallons
\$ 4.50 Per 1,000 Gallons	8,001 – 12,000 Gallons
\$ 5.00 Per 1,000 Gallons	12,001 – 20,000 Gallons
\$ 5.50 Per 1,000 Gallons	20,001 – 30,000 Gallons
\$ 6.00 Per 1,000 Gallons	Over 30,000 Gallons

Effective June 1, 2021

Membership Fee	\$150.00
Transfer of Membership	\$100.00
Customer Service Inspection	\$75.00
Disconnect Fees	\$75.00
Service Calls	
Normal Hours	\$50.00
After Hours	\$100.00
Return Check Fees	\$30.00

Water Bills Assessed a Late Fee After 4:00 p.m. on the 15th of each Month

Pritchett WSC employees are not authorized to unlock meters after hours, so be sure to get your bill paid by 3:00 p.m. to allow time to unlock before closing time at 4:00 p.m. Bills must be paid in full to be unlocked, including the disconnect fee.

Effective June 1, 2021.....

Standard New Service w/tap and Box:

Membership Fee	\$150.00
Service Inspection Fee	\$ 75.00
Installation Fee	\$1,525.00
Equity Buy-In Fee	\$750.00
Total	\$2,500.00

Drop-In w/Existing Tap in Ground:

Membership Fee	\$150.00
Service Inspection Fee	\$75.00
Installation Fee	\$300.00
Total	\$525.00

Equity Buy-In Fee

In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks treatment or production.

Section E, #11, Page 20 of the Tariff

Owners and Renters: Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this Tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the owner of the property as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge.

Billing Policy and Procedures

Some of this is covered in your Membership Application/Agreement

Pritchett WSC generates billing at the end of each month and deposits all of the bills in the Gilmer Post Office on the last business day of the month. All bills are due on the 15th of every month regardless whether the postal service gets them to your mailbox or not. Pritchett WSC has absolutely no control over our postal system. On the morning of the 16th (unless the 15th is on the weekend or holiday) late fees are added to each account that's unpaid and notices are mailed. 5 business days later (including the 16th.) all accounts, still unpaid, are subject for disconnect.

Disconnects could be as early in the month as the 23rd. To avoid disconnect, payments have to be in our office **BEFORE** the disconnect date. Payments mailed, paid thru "Doxo" or online payments thru your bank have no assurance they will be in our office by the disconnect date. Payments made by debit/credit cards or e-check thru our website that our members have registered and logged into or called the 1-877-333-0835 number located on the back of your bill, will show on your accounts within minutes of your transaction.

The morning of disconnect, fees (\$75.00) are added to unpaid accounts, workorders are generated for lock-offs and Field Operators are dispatched to lock services.

Operators are not authorized to unlock meter after hours, so be sure to get your bill paid by 3:00 p.m. to allow time to unlock before closing time at 4:00 p.m., otherwise, payments will be verified and service unlocked on the next day. Bills must be paid in full, including the disconnect fee, to be unlocked.

Staff has no way of knowing that you may have made your payments if it hasn't reached our office by the day of disconnect. It maybe an oversight that it wasn't paid, or lost in the mail somewhere, but we just know it's not here in our office. Mail is taking approximately 10 to 12 days to reach us, and Doxo and online bills pays that you make are sent to us by a paper check and US mail.....

We accept cash, check or money orders in the office, drive-thru and drop box (in the brick column by the gate). We also offer bank drafts that will draft your account on or around the 15th of each month or we have debit/credit cards and e-checks paid thru our website and phone number on the back of your bills.

For further questions, please call the office at 903-734-5438.