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HE HAYTER
ENGINEERING, INC.

CONSULTANTS PLANNERS ENGINEERS

October 5, 1999

Texas Natural Resource Conservation Commission
P.O. Box 13087
Austin, TX 78711-3087

ATTENTION: Doug Holcomb, MC 153

REFERENCE: Lamar County Water Supply District

Dear Mr. Holcomb:

Please find enclosed the Lamar County Water Supply District revised September, 1999. This is for your information and files.

If you have any questions, please call me at 903/785-0303.

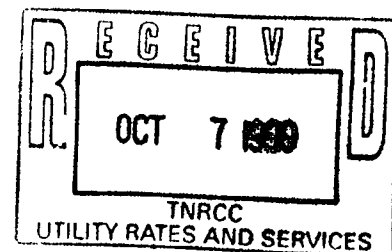
Sincerely,

HAYTER ENGINEERING, INC.

Shanna Chumbley

Shanna Chumbley
Administrative Assistant

cc: Alton Dockrey, LCWSD



● WATER TARIFF



● LAMAR COUNTY WATER SUPPLY DISTRICT



**TARIFF
LAMAR COUNTY WATER SUPPLY DISTRICT
SEPTEMBER 1999**

Name of Utility: Lamar County Water Supply District

Principal Office: Route 1, Brookston, Texas 75421
(Mailing Address)

½ Mile north of U.S. Highway 82 on Co. Rd.
32180 at Toco, Texas (Lamar County)
(Physical Address)

Service Rendered: Water Supply and Distribution

Revisions - 2/89
7/91
7/93
7/99

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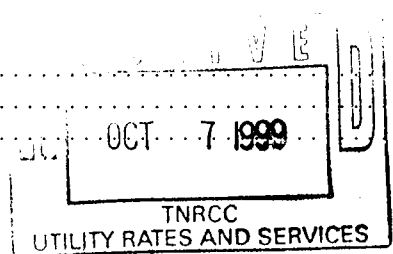
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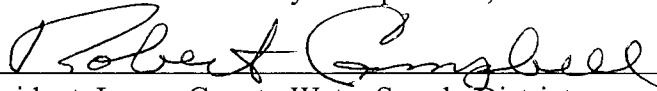
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RESOLVED BY THE BOARD OF DIRECTORS OF THE LAMAR COUNTY WATER SUPPLY DISTRICT THAT:

1. This amended Tariff of the LCWSD, serving portions of Lamar, Red River, and Fannin Counties, consisting of pages 1 thru 19, is hereby adopted and immediately effective.
2. An official copy of this Tariff shall be available to any customer of the District during regular office hours of the District. Any customer may obtain one copy free of charge. Additional copies will be subject to reproduction charges.
3. Rules and regulations of the state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word or, words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected thereby.

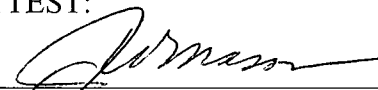
PASSED AND APPROVED this 14th day of September, 1999.



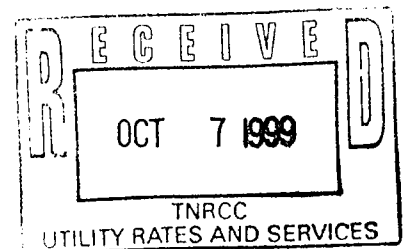
President, Lamar County Water Supply District

Seal

ATTEST:



Secretary, Lamar County Water Supply District



Tariff
Lamar County Water Supply District

The Lamar County Water Supply District is a Municipal Utility District created under the laws of the State of Texas, for the purpose of providing water service in its prescribed service area to promote the public health, safety and convenience of the people. To achieve that goal, the District currently purchases treated water from the City of Paris, and operates and maintains distribution and supply facilities to transmit said water to its customers described below. The District also maintains wells for standby purposes, and has the right, currently unused, to treat water, or to collect and treat wastewater.

To insure maximum benefit to all of its water users, the Directors of the District develop service policies from time to time, to insure the proper use, control and operation of the water facilities. These rules are set forth herein.

Section I - General

Section 1-1 -Business Hours

The District's office and operating personnel work five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. each day. Personnel are available for emergency situations during other hours. A current listing of personnel and their emergency phone numbers is attached hereto as Exhibit "A". These personnel will not accept collect calls.

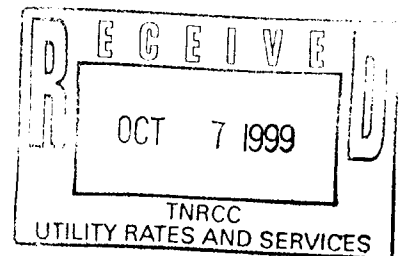
Section 1-2 - The District

The District (LCWSD) was originally formed in the 1960's as a water conservation district by an Act of the Texas Legislature, for the sale of water on a wholesale basis. Simultaneously, a companion not-for-profit corporation was formed, the Lamar County Water Supply Corporation, providing retail sales in the same general area.

Subsequently, in February, 1983, by action of the Texas Water Commission, the District was converted to a municipal utility district, operating under and governed by Chapter 54 of the Texas Water Code. In 1984, the Corporation voted to merge with the reconstituted District, and both functions, wholesale sales and retail sales, are now provided by the single entity, Lamar County Water Supply District.

At this time, the District provides wholesale water service to:

- (1) The City of Blossom, Texas (Lamar County)
- (2) The City of Deport, Texas (Lamar County)
- (3) The City of Toco, Texas (Lamar County)
- (4) The City of Reno, Texas (Lamar County)
- (5) The City of Roxton, Texas (Lamar County)
- (6) The 410 WSC (Red River County, Texas)



- (7) The Pattonville WSC (Lamar County)
- (8) Red River County WSC (Red River County)

In addition to this wholesale service, the District provides retail service to individual customers throughout all of Lamar County, Texas, save and except the corporate limits of the City of Paris and a small area in the southeastern corner of the County, served by the MJC Water Supply Corporation. The District has scattered residential customers in Red River County, along the Lamar/Red River County line, and in Fannin County, along the Lamar/Fannin County line. The District holds Certificate of Convenience and Necessity (CCN) #10533 from the Texas Water Commission, which further defines its service area.

Water service is provided to all applicants who comply with the provisions of the tariff, regardless of race, color, creed, sex or national origin.

Section 1-3 - Board of Directors

The District is governed by five directors who serve two-year terms. These are elected by the registered voters of the District, which encompasses all of Lamar County outside of the City of Paris. Four directors are elected by place, each place corresponding to a Commissioner's Court precinct, with one director serving at large. Elections are held annually, in May, with terms staggered such that two positions are elected one year and three the next.

Section 1-4 - Continuity of Service

The District shall make all reasonable efforts to prevent interruption of service, and, if service is interrupted, to reestablish same within the shortest time possible.

In the event of an emergency, disrupting normal service, the District may interrupt service to some or all of its customers to provide necessary emergency services on a temporary basis until normal service can be restored.

Section 1-5 - Water Rationing & Conservation

In the event of limitations to the District's water delivery capabilities, or its supply; extended droughts; or emergencies which may require the operation of the water system under restricted conditions for any period, the following priorities of usage are established:

- (1) Domestic water supply for sanitation and human consumption.
- (2) Agricultural water for livestock and crop pest control.
- (3) Commercial and business uses.
- (4) Industrial uses.

- (5) Residential lawn watering, gardening, car washing and similar non-essential uses.

In the event that rationing is required, it will be applied in inverse order as listed above, equally to all necessary users.

For example, extended drought or shortages of supply would most likely require curtailment of service to all users. Limitations on the distribution capacity, or operational emergencies may require curtailment only in a specific geographic area.

When possible, the District will notify its customers through the area news-media of foreseen curtailments in service.

District policy is to encourage wise use of water by its customers, always bearing in mind that water is a vital resource. Waste and misuse of water is discouraged. To encourage conservation, the District has taken the following steps:

- (1) All water is metered to all users.
- (2) A single step rate structure has been used to discourage unnecessary usage which may have been encouraged by earlier style declining block rates.
- (3) District staff training emphasizes the importance of lost water, with a District-wide goal to maintain water accountability above 95%.
- (4) The District staff provides counseling and assistance to customers concerned about leaks or unusually high consumption.

It shall be unlawful for any person to willfully and negligently waste water supplied by the District in any manner whatsoever, and any person having knowledge of any conditions whereby water is being wasted shall at once notify the District office.

Section 1-6 - System Parameters

This water facility is primarily a potable domestic water facility. The following design standards are used in developing the system:

Minimum flowing pressure, 35 psi

Maximum flowing pressure, 100 psi

Average daily usage, not-to-exceed 865 gallons per user

Maximum instantaneous usage not-to-exceed the rate of 3 gpm per meter.

It is the responsibility of the individual customer to protect plumbing on the customer's side of the meter against excessive pressures or surges, using individual pressure regulators or other approved devices.

The District exists for the primary purpose of providing a source of potable water for its customers. The District cooperates with County fire-fighting organizations, and its wholesale customers in

the establishment of fire-fighting support facilities; however, because of limited capacities it **MAKES NO REPRESENTATION IT IS OFFERING FIRE PROTECTION**, nor does it contract with its customers to inspect or maintain fire hydrants or tank filling valves.

In the event for any reason the District may become unable to supply water to its patrons, or to a municipality for the prevention or suppression of fire, the District will in no manner be liable for damages by reason of any such failure to any patron or patrons of the water system, or to any person or persons whose property may have been destroyed by fire, or otherwise damaged.

Section 1-7 - Unmetered Water Service

The District shall not provide water service to any user or sell any water to anyone, unless the volume of water is properly measured by an approved meter.

Section 1-8 - Title to Water

The District shall own, construct, operate and maintain all water distribution lines and appurtenances from its point of supply to the user's meter and the water within these lines shall belong to the District.

The customer shall own, construct, operate and maintain that portion of the water line from the District's meter to the customer's point of usage and this water shall belong to the user.

Water which passes through the customer's meter and is registered on the meter will be billed to, and paid for by, the user.

No deduction or adjustment of charges may be made on account of any water lost or wasted once it passes through the customer meter.

Section II - Water Service

Section 2-1 - Contract

District water and/or sewer service shall be delivered to a retail user pursuant to and only upon a written service agreement, signed by the customer, user, or purchaser, providing for said service for a minimum term of not less than one calendar month. Wholesale customers shall execute a specific contract, with details to be negotiated at the time service is desired. "Retail" and "wholesale" customers are defined in Section III hereof.

Section 2-2 - Service Agreement

All retail customers of the District shall execute a service agreement, a copy of which is attached hereto as Exhibit "B". All wholesale customers shall execute individual contracts. Copies of the existing contracts are available at the District offices.

Section 2-3 - Application for Service

Persons desiring service should request a service agreement from the District offices. Such request may be in a person or by telephone during normal business hours, or by mail.

2-3 (a) - Refusal of Service

The District may decline to serve an applicant for the following reasons:

- (1) Such applicant has failed to comply with State regulations and approved rules and regulations of the District on file with the Texas Natural Resource Conservation Commission.
- (2) The applicant's installation or equipment is known or reasonably believed hazardous or of such character that satisfactory service cannot be given.
- (3) For refusal to make a deposit as required under this policy.
- (4) The applicant intends to transfer water from one property to another or to resell or sub-meter to any other persons, dwelling, business, property, etc.

Section 2-4 - Application Fees

Each District retail user, upon approval of his application for service and execution of the service agreement, shall pay the following charges: (1) a service charge of \$25.00 to cover the cost of having his water service turned on during regular office hours, or \$50.00 if requested by applicant during non-regular working hours; (2) the advance payment of \$50.00, which shall be returned upon discontinuance of service from the system, after deducting any outstanding bills.

Section 2-5 - Meter Reading

District employees shall read all wholesale and retail meters monthly, and shall prepare the billing therefrom for transmittal to the wholesale and retail customer.

The Minimum Monthly Charge (minimum bill) is applied from the first day of the month to the last day of the month. For meters installed during the month, no minimum charge is levied until the first full month of service. For service terminations during the month the entire minimum bill for the month is due. Payment is due in either case for all water metered above the minimum gallonage allocation. All customers shall be subject to this minimum charge, whether or not the service is in use by the customer.

A "Gallonage" or "All Over" charge, for water usage in excess of the allotment included in the minimum Monthly Charge, shall be billed at the rate specified in Section 3.2, and shall be billed in ten (10) gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. The reading date may vary from month to month at the discretion of the District.

Section 2-6 - Non-Registering Meters

If any retail meter is found to be outside of the accuracy standards established by the American National Standards Institute, or the American Waterworks Association, correction shall be made for the six months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested, but not exceeding six months and adjusted bills shall be rendered. No refund is required from the utility except to the customer served by the meter at the time of the testing. If a retail meter is found not to register for any period, unless bypassed or tampered with, the utility shall make a charge for units used, but not metered, for a period not-to-exceed three months based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

Non-functioning of wholesale meters shall be governed by the provisions of the contract between the respective parties.

Section 2-7 - Discontinuance of Service

A. The District may discontinue retail service, after due notice, for any of the following reasons:

- (1) A customer bill has not been paid nor a deferred payment agreement entered into within 20 days of issuance of the bill, and proper delinquent notice has been given to the customer. Proper notice shall consist of mailing to the customer's last known address a delinquent notice not later than the sixteenth day after the date of billing. If the customer disputes the bill, contact with the manager of the District must be had about such within four days after the delinquent notice is mailed.
- (2) Failure to pay a delinquent account;
- (3) Failure to comply with the terms of a deferred payment agreement;
- (4) Violation of the District rules pertaining to the use of service in a manner which interferes with the operation of the system, or which violates the customer's service agreement.

B. The District shall discontinue service without notice and the customer shall hold the District harmless for disconnection for the following reasons:

- (1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition;

- (2) Service is connected without authority by a person who has not made application for service, or is reconnected without authority following termination of service for nonpayment; and
- (3) In instances of tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service.

- C. District retail service may not be disconnected for any of the following reasons:
- (1) Failure to pay for merchandise, or charges for non-utility service provided by the District;
 - (2) Failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
 - (3) Failure to pay the account of another customer as guarantor thereof, unless the District has, in writing, the guarantee as a condition precedent to service;
 - (4) Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing;
 - (5) Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with, or unless such underbilling charges are due under Section 2-6.
 - (6) Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to the circumstances beyond its control.
- D. Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.

The District may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring utilities.

Provisions for discontinuance of wholesale service are governed by the wholesale contract between the respective parties.

Section 2-8 - Damaging Property

Any person who maliciously or willfully breaks, damages, injures, uncovers, defaces, tampers with or destroys any water or sewer main, line, or appurtenance thereof used in operation of the

District system shall be liable to the District for any expense, loss or damage incurred by reason of such violation.

Section III - Rates

Section 3-1 - General

The unit of measurement for billing purposes shall be U.S. gallons.

The bill shall be based upon metered gallons as per the customer meter, adjusted, if necessary, as outlined previously herein. The rate schedule shown herein is applicable to all customers in all cities and counties. There shall be two classes of customers, these being "retail" and "wholesale". A retail customer is one that has executed an individual service agreement with the District, and that is the end user of the water purchased.

A "retail" user is generally a single residence or business, and serving multiple separate businesses or residences from one meter is prohibited by the Service Agreement. Apartments, duplexes, triplexes or larger units, or recreational vehicles or mobile home parks, or multiple single units on a single meter with prior approval of the District, shall be provided with a single meter. Billing shall be at the rate of one minimum bill per unit (apartment, trailer, etc.) per month. For this, the standard minimum quantity of water shall be allowed (currently 2000 gallons) per unit. Additional water registered through the meter in excess of this amount shall be billed at the retail "all over" or "gallonage" rate per 1000 gallons.

A "wholesale" customer is one that has executed a distinct, specific contract with the District (as opposed to a standard service agreement) and which generally distributes the water purchased to other parties for its end use. Many of the terms of service to wholesale users are outlined in the wholesale contracts between the District and the users, and where a contract conflicts with this tariff, the contract shall govern.

Section 3-2 - Charges for Retail Water

The charge for retail water furnished by the District is hereby fixed at the following monthly rates:

<u>Meter Size</u>	<u>Minimum Bill</u>	<u>Water Allowed In Minimum</u>	<u>All Over Min. Per 1000 Gals</u>
5/8" x 3/4	\$ 16.50	2000 gallons	\$3.75
1"	\$ 33.00	4000 gallons	\$3.75
1-1/2"	\$ 82.50	10000 gallons	\$3.75
2"	\$132.00	16000 gallons	\$3.75

Charges will be computed to the nearest ten gallons.

Section 3-3 - Charges for Wholesale Water

The charge for wholesale water furnished by the District is hereby fixed at the following monthly rate:

\$2.31 per 1000 gallons

Charges for wholesale users may be adjusted up or down annually as the cost to the seller of furnishing water changes. Charges will be computed to the nearest ten gallons.

Section IV - Billing

Section 4-1 - Terms

All retail bills are due and payable on the 10th day after billing.

Retail accounts not paid by the 10th day after billing shall be delinquent. A \$2.50 delinquent charge shall be added to the monthly bill. Accounts not paid by the 21st day after billing shall be disconnected.

When necessary to send personnel to collect delinquent accounts, an additional collection charge of \$25.00 will be made.

When a deferred payment plan is offered by the District to the delinquent user, and accepted by the delinquent user, an additional one-time charge of \$4.00 will be made.

When the meter is removed due to non-payment of bill, a standard tap fee, plus deposit, plus service charge, at the discretion of the District, must be paid, plus the delinquent account, before service will be reconnected.

When more than one check issued by the same customer for payment of bills rendered under this article, is returned by the bank for insufficient funds, such customer may be required to pay future bills in cash. The customer will be assessed a fee of eleven (\$11.00) dollars for each and every time an insufficient or non-sufficient funds check is returned to the District. Any deviation from this policy will be at the discretion of the District.

Terms of billing for wholesale customers are described in the individual wholesale contracts.

All payments shall be posted against previous balances prior to posting against current billings.

The District shall mail all bills on or about the last day of the month. All bills shall be due by the date indicated on the bill, after which time a penalty shall be applied as described elsewhere herein. A bill is delinquent if not paid by the due date. Payments made by mail will be considered late if postmarked after the due date. If the due date for the billing is on a weekend or holiday, the due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday.

Section 4-2 - Bill and Form

The customer's bill shall show all the following information:

- (a) The reading on the meter at the beginning and at the end of the period.
- (b) The number and kind of units metered.
- (c) The total amount due for service; and,

- (d) The date by which the customer must pay the bill in order to avoid being delinquent.

Section 4-3 - Meter Tests on Request of Customer

The District shall, upon the request of a retail customer, and, if he so desires, in his presence, make (without charge) a test of the accuracy of the customer's meter. The test shall be made during the utility's regular working hours, at a time convenient to the customer. The test will normally be made on the customer's premises, but may, at the District's discretion, be made elsewhere.

If the meter has been tested by the District, at the customer's request, within the last seven years and the customer requests a new test, the District shall make the test, but if the meter is found to be within the accuracy standards established by the American Waterworks Association, the District shall charge the customer a fee of \$50.00.

Following the completion of any requested test, the utility shall promptly advise the customer of the result of the test, and who made the test.

Section V - Deferred Payment Plan

Section 5-1 - General

The District may offer a delinquent customer a deferred payment plan to assist the customer in paying his outstanding bill without loss of service, subject to the following conditions:

- (1) The customer must have been a user in good standing for at least twelve months.
- (2) The customer has not used this deferred payment plan within the last twelve months.
- (3) The customer pays a service charge of \$4.00 for the preparation of the plan.
- (4) The customer pays his current bill each month, plus at least 1/3 of the total past due bill, so that the delinquent account is paid in full within three months.

Section VI - Meter Bypassing

Any District customer who removes his meter from his service line and/or installs a device of any type to allow the flow of unmetered water to his premises shall have his service immediately discontinued without due notice and he shall not have recourse against the District.

Said service will not be reestablished until said user pays a \$500.00 penalty plus other charges as may be applicable herein.

Section VII - Customer Complaints

Each applicant for service, or existing customer, having a complaint regarding the District, its staff, its operation, its charges, or other, shall first file said complaint, in writing with the general manager of the District or any Director. If the complaint is not resolved, the complainant may, at least 72 hours before a scheduled board meeting, request that the complaint be placed on the agenda for the full board. The complainant may attend this meeting of the Directors, and may present additional substantiation for his position.

Section VII - System Expansion

Section 8-1 - Retail Requests Other Than For New Subdivision

Persons desiring retail service at a location not previously served (other than for new subdivisions) shall be served under the following terms:

- (1) The applicant shall pay the entire construction cost for the water lines, valves, fittings, bores, encasements, pavement repairs and incidental items necessary for the extension of adequate service. New main extensions shall not be less than 2" in diameter, and a larger main may be deemed necessary by the District upon the advice of its engineer.
- (2) The applicant shall also pay a standard tap fee of \$460.00 where the main is on the same side of the road as the applicant, and \$675.00 where the main is across the road from the applicant (plus cost of bore and encasement, if required, as per (1) above), to cover the tapping of the main, the meter, box and accessories.
- (3) All facilities constructed hereunder shall become the property of the District upon completion. The District shall have the right to connect other users to the lines, and the original applicant shall not be entitled to any reimbursement thereof.
- (4) The applicant shall pay the initial fees described in Section 2-4.
- (5) The Manager of the District shall provide each applicant desiring service with a written estimate of the construction cost.

Section 8-2 - Retail Subdivision Service

This category of application shall be handled in accord with the retail subdivision policy provided as an attachment hereto.

Section 8-3 - Wholesale Service

Applicants for wholesale service should make application to the District's Manager. The Manager shall consult with the applicant and the District's Engineer to determine feasibility of and procedures for service, which shall be incorporated into a draft contract for consideration by the applicant and by the District's directors.

Section 8-4 - Adverse Effect on Existing Users

If the connection of any new user will adversely effect the quality of service to users already connected to the system, and in the opinion of the District's Engineer, reduce the existing service to less than the design parameters set forth in Section 1-6, the new user shall pay all costs necessary to strengthen the existing system from his point of connection to the point where adequate service may be obtained. He shall not be refunded any of these costs.

Section 8-5 - Oversizing of Facilities

The District may require larger water mains and branches than are necessary to serve an applicant, in order to provide for future development of the area. In the event that said larger lines are required, then the District shall bear the cost of said oversizing.

Section 8-6 - Other Expansion Costs

In the event that an application for extension requires engineering or related services in the opinion of the District's Manager, the parties requesting the extension or expansion shall furnish all engineering, ROW, easements, legal, and related services necessary for such improvements.

The minimum engineering service shall be:

- (1) Scale drawings showing all proposed and existing improvements.
- (2) Engineer's seal, date, scale, north arrow.
- (3) Maximum flow anticipated.
- (4) Maximum daily usage.
- (5) Calculations of flowing and static pressures.
- (6) Proposed customer locations.
- (7) Effects on existing facilities and users.
- (8) Engineer's certificate.
- (9) Applicant's statement agreeing to the extension or expansion and District's acceptance of same.

Section 8-7 - Construction Easements

All easements that may be necessary to provide right-of-way for said extensions or expansions shall be provided by the users requesting said extension, whether across their property or adjacent lands. See Exhibit attached.

Section IX - Service Lines

Section 9-1 - Care and Maintenance

Water consumers shall keep their own service lines and apparatus in good repair and conditions, protected from freezing at their own risk and expense, and shall prevent all unnecessary waste of water. It is especially stipulated by the District that no claim shall be made against the District by reason of the breakage of any service pipe or service cock, or from any damage by reason of shutting off the water to repair mains, or for any other purpose, and in the case of a customer's neglect or refusal to promptly repair an imperfection in the service pipes, lines, taps, or other fixtures, the Manager may cause the water to be turned off.

The customer is required to safeguard the District's mains crossing his property and to prevent construction along or over the easement thereon other than as authorized by the terms of the easement.

Section 9-2 - Connections

It shall be unlawful for any plumber or other person, other than the tapper employed by the District, to tap any water main, make connection with mains or extend service pipes from the main to the meter or to place a stop cock and stop box at that point. All of this equipment shall be under the exclusive control of the District and such tap and service shall be paid for by the plumber or owner ordering the work to be done before work is commenced.

The District will make all repairs and renewals of water service pipes from the main to the meter, and it shall be unlawful for any person, other than a duly authorized agent of the District to repair or renew any such service pipe from the main to the meter.

Section 9-3 - Cross-Connections Prohibited

No water, other than water furnished by the District, shall be used in any line to which water is delivered by the District.

Appendix

Exhibit "A" - Emergency Personnel List

Exhibit "B" - Service Agreement

Exhibit "C" - Right-of-Way Easement

Exhibit "D" - Subdivision Service & Line Extension

EXHIBIT "A"
EMERGENCY PERSONNEL

The following personnel can be contacted after hours and on weekends in case of an emergency. No collect calls will be accepted.

ANSWER SERVICE	785-5586
ALTON DOCKREY	785-8341
ANITA THOMPSON	784-0234

The Director elected from your area will be glad to aid you in the case of an emergency after office hours.

PLACE I

Billy Beard	784-5660
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PLACE II

Jack Mason	346-3555
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PLACE III

Robert K. Campbell	732-4448
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PLACE IV

Mark Jones	784-0791
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AT LARGE

Richard Drake	732-4451
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The district office telephone number is 903-785-5586. The District office fax number is 903-784-7148.

EXHIBIT "B"
SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 19__ Between, LAMAR COUNTY WATER SUPPLY DISTRICT (DISTRICT), organized under the laws of the State of Texas and _____ (CUSTOMER).

Witnesseth:

The DISTRICT agrees to sell and deliver water service to the CUSTOMER and CUSTOMER agrees to purchase and receive water service from the DISTRICT, in accordance with the rules and regulations of the DISTRICT and applicable portions of Chapter 54 of the Texas Water Code.

The CUSTOMER shall pay the DISTRICT for service hereunder at the rates and upon the terms and conditions set forth in the tariff adopted from time to time by the DISTRICT'S Board of Directors.

All water shall be metered by meters to be furnished and installed by the DISTRICT. The meter and connection is for the sole use of the CUSTOMER and is to serve water to only one dwelling or only one business. It does not permit the extension of pipe or pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

The DISTRICT shall have the authority to disconnect or discontinue water service if the monthly bill is not paid by CUSTOMER within 20 days of billing. The DISTRICT shall receive fees described in the tariff, plus the past due bill paid in full, before water service will be restored.

In the event the total water supply available to the DISTRICT becomes insufficient to meet all of the needs of the customers, or in the event there is a shortage of water, the DISTRICT may prorate the water available among the various customers 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 by particular customers or for certain purposes and require adherence thereto, or prohibit the use of water for certain purposes; provided that, if at any time the total water supply be insufficient to meet all of the needs of all customers, the DISTRICT must first satisfy all of the needs of the customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the customers for both domestic and livestock purposes before supplying any water for garden or other purposes.

The CUSTOMER shall install at his own expense a service line from the water meter to the point of use.

The CUSTOMER shall hold the DISTRICT harmless from any and all claims or demands for damage to real or personal property occurring from the point the CUSTOMER ties on to the water meter to the final destination of the line installed by the CUSTOMER.

The CUSTOMER agrees to grant the DISTRICT 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 DISTRICT on such form as is required by the DISTRICT.

The DISTRICT shall have the right to locate a sewer service connection and/or water service meter and the pipe necessary to connect the meter on the property of the CUSTOMER at a point to be chosen by the DISTRICT and shall have access to its property and equipment located upon CUSTOMERS 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 CUSTOMER'S premises.

The following undesirable 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 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 8.0 percent 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 contain more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- F. The CUSTOMER shall allow his property to be inspected for possible cross-connection and other undesirable plumbing practices. These inspections may be conducted by the DISTRICT or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the DISTRICTS normal business hours.

- G. The DISTRICT shall notify the CUSTOMER in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspections, and the CUSTOMER shall immediately correct said undesirable plumbing practice on his premises.
- H. 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 upon request.

CUSTOMER

ACCEPTED AND APPROVED

LCWSD

EXHIBIT "C"
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

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 and valuable consideration paid by _____, (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, _____ County, Texas, together with the right of ingress and egress over Grantors' 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 pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in 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 _____, 19__.

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 _____, 19__.

(Seal)

Notary Public in and for
_____ County, Texas

EXHIBIT "D"
SUB-DIVISION SERVICE AND LINE EXTENSION
Conditions and Service

1. The Board of Directors of the District shall interpret, on an individual application basis, whether or not the applicant's request shall be subject to the Rural Sub-Division policy.
2. Prior to submitting a formal application, the Developer should make inquiry thru the District office as to the availability of water at the location which he proposes to sub-divide.
3. The Developer shall present to the District, along with his application, a final plat of the sub-division indicating that it has been approved by the governmental entity having jurisdiction over the area where the sub-division is located. In case where the applicable governmental entity withholds its final approval until all roads, etc. are installed, a letter from the governmental entity so stating shall accompany the plat and the application.
4. The proposed facilities to provide water service to and within the sub-division must be prepared by a Registered Professional Engineer licensed to practice in the State of Texas, and shall conform to the design criteria established by the District.
5. The design of the proposed facilities shall be submitted to the District's Engineer, for his examination and shall include properly prepared hydraulic calculations, plans, profiles, specifications, etc. The Engineer shall examine the plans and present his comments and recommendations to the District, in writing. The Board of Directors shall then notify the Developer of its approval, disapproval or of its need for additional information.
6. Facilities shall be installed on private property to which the District has title or easement. The cost of securing title to property and/or easements shall be borne by the Developer.
7. The Contractor used for the job of laying lines will be approved by the Board of Directors or General Manger. The District reserves the right to install said lines with its own forces.
8. The Developer shall be required to pay all costs associated with the installation of the facilities. These costs shall include, materials, labor, legal fees, inspection fees, design and/or examination fees, etc. The District will require a deposit based on the estimated cost of the project.
9. Pipe and other materials to be used in the Sub-Division must be approved by the District's General Manager in order to maintain uniformity within the system.

10. Upon completion of the installation and after receiving satisfactory evidence that all bills in connection therewith have been paid, the District shall accept the facilities and assume control and maintenance after 3 months.
11. The Developer shall not be required to pay water bills for vacant lots within the sub-division. When service is desired on a certain lot, the person desiring the service shall make application with the District for service and shall be required to pay the applicable cost in accordance with the District's Tariff. These costs may be adjusted at any time by the District's Board of Directors, as necessary, to maintain a sound financial position for the District.
12. It shall be clearly understood by the Developer that the District cannot reserve a supply of water to the sub-division and that the acceptance of facilities within a sub-division does not in any way bind the District to provide service to individual lots. Should the Developer desire to insure service for individual lots, he may do so by paying the applicable service connection cost, having meters installed, and then paying the monthly billing on the meters.