

Woodbine Special Utility District

PO Box 1257

Gainesville, TX 76240

940.668.8337 / 940.665.0927 (fax)

service@woodbinewater.com

Service Packet

Date: _____

Name: _____

Co-Applicant's Name: _____

Service Address: _____

Billing Address: _____ City, St, Zip _____

Phone #'s: _____

Emergency Contact and Phone #: _____

Email Address: _____

Billing Options: (circle one) **E-Bill / Paper Bill**

Account # _____

Previous Owner: _____

The following documents and fees are necessary for your Service Application to be complete:

☐ ***Right-of-Way Easement***

- ***Proof of Ownership*** (This is a FILED copy of the General Warranty Deed. It is usually sent to you approximately thirty (30) days after you signed all the paperwork on the day you purchased your property. It will be mailed to you from the county in which you purchased your land. One will also be sent to the title company. The title company can usually fax us a copy.)
- ***Copy of Driver's License***
- ***Application for Service***
- ***TCEQ/CSI Questionnaire***
- ***New Service Payment - Breakdown Costs (for new service), Bills & Payments***
- ***Equipment Agreement, Two Residence Policy & Backflow Prevention Policy***
- ***Confidentiality of Customer Information Request Form***

FOR OFFICE USE ONLY

BEGINNING READING: _____

DATE READ: _____

METER NUMBER: _____

EID: _____

DEPOSIT: _____ CONNECTION FEE: _____ DATE PAID: _____

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Rate Schedule

Minimum Fee 5/8" meter	\$27.22 + water used
Minimum Fee 1" meter	\$68.05 + water used
Minimum Fee 1 1/2" meter	\$136.10 + water used
Minimum Fee 2" meter	\$217.76 + water used
Minimum Fee 4" meter	\$680.50 + water used

There is also a regulatory fee and a Groundwater Conservation District fee applied to each bill.

The water rates may be changed by a majority vote of the Board of Directors.

Water Usage Rates

1 – 10,000	\$3.80 per thousand gallons
10,001 – 20,000	\$4.05 per thousand gallons
20,001 – 50,000	\$4.30 per thousand gallons
Greater than 50,000	\$4.85 per thousand gallons

The rates for commercial customers are the same as residential customers. Woodbine Special Utility District reserves the right to limit commercial customers to 6,000 gallons per month during emergency water rationing, if needed.

New Service – Standard Meter (breakdown of cost)

Deposit	\$200.00
Capital Contribution Fee	\$5,100.00
Tap fee for Standard Meter	<u>\$875.00</u>
Total New Service	\$6,175.00

Existing Service

Deposit	\$200.00
Activation Fee	<u>\$50.00</u>
	\$250.00

Fee Schedule

Copies	\$0.25
Faxes	\$2.00
Disconnection Fee	\$50.00
Late Fee (payments made after the due date)	\$20.00
Notary Fees	\$6.00 minimum
Research Fees \$25.00 per hour	\$15.00 minimum
Returned Check or Draft Fee	\$35.00
Meter tampering or equipment damage penalty	\$50.00 minimum - \$10,000.00 max
*All other rules and district service policies on file @ Woodbine S.U.D. office	

- **NEW RESIDENTIAL SERVICE:** The cost to establish new residential water utility service is \$6,175.00; this amount includes a refundable deposit of \$200. Please contact our office for specific costs involved in setting up your new water service. Required forms are the *Application for Service, Service Agreement, Right of Way Easement, Proof of Ownership, TCEQ/CSI Questionnaire, Equipment Agreement, Two Residence Policy & Backflow Prevention Policy*.

FOR RENTAL ACCOUNTS/TRANSFERRED SERVICE: A refundable deposit of \$200, as well as, a \$50 activation / administrative fee is required to transfer an existing *residential* service. Please contact our office for deposit information.

HOW TO SUBMIT FORMS: All forms are available in our office, or for your convenience, forms may be obtained from our website, completed and submitted by regular mail or in person, along with the appropriate deposit or new service fee. We do require original signed documents. If sent in by email, please mail or drop off original documents.

The new service breakdown cost does not include any road crossings, bores or line extensions if necessary. Non-Standard Service Meters will have to be reviewed and approved by our engineer as well as by our General Manager before service is established.

Bills & Payments

We accept cash, check, money orders, and credit or debit cards. You can mail your bill, bring it in to the office, drop it off in the drop box, phone in to do a credit or debit card, sign up for automatic draft, or go online to our web-site at www.woodbinewater.com to do online bill pay. A \$20.00 late fee will be added to the amount due after the due date if not paid (if the due date falls on a weekend, they are due the following Monday). We do not accept checks as payment for delinquent accounts on shut off date. If payment is not received in our office by 10:00 a.m. on shut off date, water will be turned off for non-payment and a \$50.00 reconnect fee will be added to the bill. **ENTIRE AMOUNT DUE** will need to be paid before water will be turned back on. **Payments must be in the office by 4:00p.m. in order to get the water turned back on that day.** Any payments made after that time, the meter will be turned on the following business day during business hours.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

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COUNTY OF COOKE

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_____ (hereinafter referred to as “Grantor”), whose address is _____ for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **WOODBINE SPECIAL UTILITY DISTRICT**, organized and existing under the laws of the State of Texas, whose address is P.O. Box 1257, Gainesville, Texas 76241 (hereinafter referred to as “Grantee”), its successors and assigns, an exclusive easement over and across _____ acres of land, more particularly described in an instrument recorded in Vol. _____, Page _____, of the Deed of Records of _____ County, Texas, together with the right of ingress and egress over Grantor’s adjacent lands for the purpose of constructing, maintaining and operating a water main, a water service meter, and to provide water service to Grantor and Grantee’s other customers (the “Easement”). The Easement hereby granted shall not exceed twenty feet (20’) in width, the center line thereof being the pipeline as installed and Grantee is hereby authorized to designate the course of the easement conveyed; provided, however, that Grantee shall locate the Easement on the frontage of the Easement tract as close to the county, city, or state public transportation right of way as reasonably possible.

It is expressly understood and agreed by and between the parties that this Easement shall be subject to and governed by the following provisions:

(1) The Easement hereby granted shall be used only for the purposes of constructing, repairing, maintaining, re-constructing and operating underground water lines and related appurtenances and facilities (the "Facilities"). Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary for the purposes described herein. Grantee shall have the right to place new or additional Facilities within the Easement Tract. In addition to the permanent Easement granted above, Grantor hereby grants to Grantee a temporary construction easement, over and across the Easement Tract (the "Temporary Construction Easement"). Such Temporary Construction Easement shall automatically terminate on the date the construction work on the Easement Tract requiring the use of the Temporary Construction Easement has been completed, as it may be needed to maintain, operate, or relocate the Facilities as provided herein. Grantee agrees to use its reasonable best efforts to remove from the Temporary Construction Easement only such trees, brush, and shrubs as are reasonably necessary for it to construct the Facilities, maneuver equipment into, out of, and along both easement tracts, and stage, store, and move materials and equipment necessary for the construction of the Facilities.

(2) The Easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the Easement for the purposes intended. The Easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

(3) During or immediately after any work on the Easement tract pursuant to the rights granted hereby, Grantee at its sole cost and expense, shall take all reasonable measures to restore the grounds and surfacing materials of the Easement as close to the condition which existed prior to such operations as reasonably possible; provided, however, that Grantee is not responsible for restoration and improvements made after the date of execution of this Easement. Grantor, and Grantor's successors and assigns, may fully use and enjoy the surface of the premises encumbered by the Easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure, fence, improvement, trees or vegetation other than grass, or reservoir shall be constructed upon, over or across the Easement.

(4) In the event the Easement hereby granted abuts on a public road and the city, 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 and service meter 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.

(5) The Easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement.

TO HAVE AND TO HOLD the above described Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this day of , 20

Signature: _____

Printed Name: _____

THE STATE OF TEXAS

208

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COUNTY OF COOKE

St.

This instrument was acknowledged before me on the _____ day of _____, 20____.

by

(SEAL)

Notary Public - State of Texas: _____

After recording please return to:

Woodbine Special Utility District
P.O. Box 1257
Gainesville, Texas 76241

**WOODBINE SPECIAL UTILITY DISTRICT
SERVICE AGREEMENT**

Agreement made this _____ day of _____, _____, between Woodbine Special Utility District, a district organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant and/or Customer).

Witnesseth:

The District shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the District in accordance with the Service Policy of the District, as amended from time to time by the board of Directors of the District.

The Customer shall pay the District for service hereunder as determined by the Districts' Service Policy and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Customer acknowledges receipt hereof by execution of this Agreement.

The Board of Directors shall have the authority to cancel/disconnect the Customers' Account for not complying with any policy or not paying any utility fees or charges as required by the Districts' published rates, fees and conditions of service. Fees for disconnect and reconnection of service will apply. The Customer is responsible for payment of all water that goes through the meter. Leaks on the Customer's side of the meter are the responsibility of the Customer, with adjustment, if any, by the District based on the District's then-applicable service policies.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or connection is for the sole use of the customer and is to serve water to only one (1) dwelling or one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell or sub-meter water to any other persons, dwellings, business and/or property, etc., is prohibited.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the Districts' Drought Contingency Plan. By execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said plan.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customers' property 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 and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customers' property. The Customer shall install at their own expense, any necessary service lines from the Districts' facilities and equipment to the point of use, including any customer isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by the District. The District shall also have access to the Customers' property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each Customer of the plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations.

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulation. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 and a private 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 lead may be used for the installation or repair of plumbing, 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Customer and/or premises is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designate agent, prior to initiation service and periodically thereafter. The inspections shall be conducted during the District's normal business hours. The District shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practice on their premises. 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 as required. Failure to comply with the terms of the service agreement shall cause the District to either terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer. As of 4/19/2022, Woodbine SUD will only provide regulators on ¾" services and will no longer preform maintenance on any regulators. Maintenance of these devices will be at customers' expense.

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

As a condition for service both now and in the future, the Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves and any other such equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as required by the District.

The District's authorized employees shall have access to the Customers' property or premises at all reasonable times for the purpose of inspecting for possible violations of the District's policies or Texas Commission on Environmental Quality (TCEQ). The District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees and charges due to the District. Said guarantee shall pledge any and all Customer deposits against any balance due the District. Liquidation of said Customer deposits shall give rise to discontinuance of water utility service under the terms and conditions of the Districts' Service Policy.

By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of facts by the Applicant on any of the pages of this form shall result in discontinuance of service, pursuant to the terms and conditions of the Districts' Service Policy.

Applicant

Woodbine Special Utility District

State of Texas §

County of Cooke §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is 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 _____, _____.

Notary Seal:

Notary Public in and for the
State of Texas

My Commission Expires: _____

CSI QUESTIONNAIRE

Name _____

Address _____

Phone Number _____

Account _____

1. Number of people in household _____

2. Will this house be used as a rental? _____

3. Is this a contractor built or manufactured home? _____

4. Is this house a new construction? _____

5. Do you have livestock? _____

6. Do you or will you have any automatic waters? _____

7. If yes, are they watered from public water? _____

8. Swimming Pool? _____ in ground _____ above ground

9. Do you have a sprinkler system? _____

10. Do you have any special needs? _____

Comments:

Signature _____ Date _____

TWO RESIDENCES AGREEMENT

Two Residences are NOT allowed on one meter. This is State of Texas regulations as well as Woodbine Special Utility District policy. Any customer that breaks this regulation will be notified and required to purchase an additional meter service for the second residence. If a second service is not purchased, then the current meter will be disconnected.

EQUIPMENT AGREEMENT

The undersigned, understands that all equipment installed inside my water meter box and the equipment itself is the property of Woodbine Special Utility District. I can hold no claim to any equipment (i.e.) meter. I also agree to help keep the area around said meter clear of vegetation and debris. I agree that if damages are incurred to any of the W.S.U.D. equipment installed on my property, I could be charged for replacement costs.

BACKFLOW PREVENTION

Customer agrees to provide backflow prevention as required by Woodbine S.U.D. due to possible health hazard situations. All in ground sprinkler systems connected to the Woodbine S.U.D. system must have an RPZ type backflow protection assembly installed at the required height above ground, as described by the Texas Administrative Code, Title 30, Part 1, Chapter 344, Subchapter E, a copy of which is enclosed in this service agreement packet. All backflow prevention devices must be tested by a licensed inspector upon installation and thereafter on an annual basis. A copy of all inspection reports shall be furnished to the District.

DATE

SIGNATURE OF ACKNOWLEDGEMENT

PRINTED NAME

Woodbine Special Utility District

PO Box 1257 / 17 CR 209

Gainesville, TX 76241

940.668.8337 940.665.0927 (fax)

www.woodbinewater.com

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Effective 1/15/21, Woodbine Special Utility District will no longer provide or maintain pressure regulation devices on 1" meters and above. This rule / policy change also includes all 1" and above meters already in service, prior to 1/15/21. All future maintenance to those regulators will be at customer expense. Approved by a unanimous vote of the Board of Directors on January 14, 2021.

The Woodbine Special Utility District Board of Directors, met on April 19, 2022, for our regular monthly meeting. This month's meeting included an agenda item regarding servicing ¾" regulators. In years past, the Board of Directors chose to no longer service any regulators larger than ¾". As of April 19, 2022, with a unanimous vote by the Board, Woodbine Special Utility District will supply any new customer that is purchasing a ¾" meter with a regulator, but as of this date, **will no longer perform any maintenance on any regulator in the ground.**