

CITY OF DAISSETTA

410-B MAIN

P.O. BOX 549

DAISSETTA, TEXAS 77533

(936) 536-6761 PHONE (936) 536-6329 FAX

COUNCIL MEMBERS:
CINDY BURCHFIELD
EMILY SHIELDS
DON NEYLAND
DONNA CAIN
MIKE PARRISH

MAYOR
KELLIE TAYLOR

CITY SECRETARY
JOAN CARUTHERS

NAME: _____

DATE: _____

DEPOSITS FOR SERVICES ARE AS FOLLOWS:

GAS	\$150.00	\$25.00 CONNECTION FEE
WATER	\$150.00	\$25.00 CONNECTION FEE
SEWER	NO DEPOSIT OR CONNECTION FEE IS REQUIRED	

TYPE OF SERVICE NEEDED _____

ADDRESS OF SERVICE _____

PLEASE PROVIDE THE NAME AND MAILING ADDRESS OF NEAREST

RELATIVE: _____

ALL BILLS ARE DUE IN THE CITY OFFICE BY THE 20TH OF EACH MONTH. AFTER THIS DATE, THERE WILL BE A \$10.00 LATE CHARGE ADDED TO YOUR BILL. IF NOT PAID IN FULL BEFORE THE LAST DAY OF THE MONTH, SERVICES WILL BE DISCONNECTED AND A RECONNECTION FEE OF \$35.00 WILL BE DUE FOR EACH TYPE OF SERVICE DISCONNECTED.

IT IS YOUR RESPONSIBILITY TO LET THE CITY KNOW WHEN YOU MOVE OUT. IF YOU DO NOT, THE CITY WILL USE THE AMOUNT OF YOUR DEPOSIT TO PAY OFF THE DIFFERENCE. IF YOU FAIL TO CONTACT THE CITY, WE WILL NOT GO BACK ON THE MONTHS YOU WERE NOT IN THE HOUSE TO CREDIT YOU. IF ALL YOUR DEPOSIT IS USED AND A BALANCE IS LEFT ON YOUR BILL, YOU WILL BE HELD LIABLE FOR PAYING THE CHARGES.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY OFFICE AND WE WILL BE GLAD TO ASSIST YOU.

SIGNED

DATE

**CITY OF DAISSETTA
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 (____) _____ - _____

CELL-(____) _____ - _____

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.

Ethnicity: Hispanic or Latino
 Not of Hispanic or Latino

Race: White Black or African American American Indian/Alaska Native
 Asian Native Hawaiian or Other Pacific Islander

Gender: Male Female

AGREEMENT made this _____ day of _____, _____, between
CITY OF DAISSETTA 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),

Witness:

The Corporation shall sell and deliver water and/or wastewater 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
 - 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 and 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 and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only on (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 air gap 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 air gap 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 8.0 % 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 are 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 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 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.

Witness

Applicant Member

Approved and Accepted

Date Approved

I. PURPOSE. The CITY OF DAISSETTA is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the CITY OF DAISSETTA will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the CITY OF DAISSETTA (the Water System) and _____ (the Customer).

A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.

B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential TCEQ Publication RG-195 §290.47(b) Appendix B Revised June 2012 101 contamination hazards exist; or after any major changes to the private water

contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: _____

DATE: _____

CUSTOMER SERVICE INSPECTOR: _____

DATE: _____

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ATTENTION NEW CUSTOMER:

WE HAVE SEVERAL ORDINANCE IN THE CITY OF DAISSETTA, AS A NEW CITIZEN TO THIS CITY WE WOULD LIKE TO INFORM YOU OF A FEW OF OUR MOST HELPFUL TO PREVENT ANY OFFENSES TO THEM.

ORDINANCE #14

ALL DOGS AND CATS ABOVE THE AGE OF SIX MONTHS SHALL BE IMMUNIZED ANNUALLY BY MEANS OF AN ANTI-RABIES VACCINE, ADMINISTER BY OR GIVEN UNDER THE SUPERVISION OF A DULY LICENSED VETERINARIAN;

CITY LICENSE FEE IS \$5.00

THIS IS ONLY AN EXCERPT FROM THE ORDINANCE IF YOU WOULD LIKE A COMPLETE COPY OF THIS ORDINANCE OR TO REVIEW THE COMPLETE COPY CONTACT OUR CITY OFFICE.

ORDINANCE #15

AN ORDINANCE PROVIDING FOR THE DEFINITIONS OF GARBAGE, TRASH, WEEDS, BRUSH, RUBBISH, AND ALL OTHER OBJECTIONABLE, UNSIGHTLY OR UNSANITARY MATTERS; PROVIDING FOR THE PROHIBITION OF WEEDS, GRASS, ETC., ON SIDEWALKS, GUTTERS, AND PREMISES; PROVIDING THE LOTS BE KEPT CLEAN OF WEEDS, RUBBISH, STAGNANT WATER, ETC; PROVIDING FOR NOTICE TO CLEAR LOTS OR ABATE NUISANCE THEREON; PROVIDING FOR THE POWER OF THE CITY TO CLEAR LOTS OR ABATE NUISANCE THEREON AND ASSESS COST AGAINST PROPERTY; PROVIDING FOR PENALTY FOR FAILURE TO CLEAR LOTS OR ABATE THERE NUISANCES.

ALSO, IT IS THE DESIRE OF THE CITY COUNCIL TO CREATE A SUITABLE LIVING ENVIRONMENT FOR THE RESIDENTS WITHIN THE CITY; AND WHEREAS, IT IS DEEMED NECESSARY AND IN THE BEST INTEREST OF PUBLIC HEALTH AND WELL BEING OF THE RESIDENTS WITHIN THE CITY OF DAISSETTA, BURNING OF **HOUSEHOLD GARBAGE** WILL NOT BE PERMITTED INSIDE THE CITY OF DAISSETTA. ONLY THE BURNING OF YARD WASTE AND DEBRIS (I.E., LIMBS, LEAVES, AND WOOD-BY PRODUCTS) WILL BE PERMITTED, WITH THE SUPERVISION AND OR PERMISSION OF THE FIRE CHIEF AND FOR THE CITY OF DAISSETTA. THEREFORE ANY PERSON(S) WHO FAIL TO COMPLY WITH THE PROVISIONS OF THIS ORDINANCE, SHALL BE DEEMED GUILTY OF A CLASS (C) MISDEMEANOR.

THIS IS ONLY AN EXCERPT FROM THE ORDINANCE IF YOU WOULD LIKE A COMPLETE COPY OF THIS ORDINANCE OR TO REVIEW THE COMPLETE COPY CONTACT OUR CITY OFFICE.

IMPORTANT PHONE NUMBERS

CITY OF DAISSETTA (WATER OFFICE)	936) 536-6761	FAX 936) 536-6031
CITY OF DAISSETTA (POLICE DEPT)	936) 536-6120	
CONSTABLE'S OFFICE	936) 587-4920	
SHERIFF'S DEPT	936) 336-4500	
HULL DAISSETTA VFD	936) 536-1334	OR IN CASE OF EMERGENCY (911)
POST OFFICE	936) 536-6000	
HULL DAISSETTA ISD	936) 536-6321	

PRIVATE OWNED TRASH SERVICES IN DAISSETTA (THE CITY OF DAISSETTA DOES NOT HAVE TRASH SERVICE)

PINEY WOODS SANITATION – 936) 876-5640

HULL-DAISSETTA LANDFILL – 936) 536-3522
(LANDFILL ONLY, NO TRASH PICKUP)