CITY OF YANTIS

"THE HEART OF LAKE FORK"

P.O. Box 245 • 103 City Circle • Yantis, TX 75497 • (903) 383-2610

APPLICATION FOR SERVICE

Water • Sewer • Residential Refuse

Today's Date:	Date to Begin Service:
Applicant's Name:	Co-Applicant's Name:
Applicant's Employer:	No. of Persons Living in House:
Social Security #:	Driver's License #: State Issued:
Primary Telephone #:	Alternative Telephone #:
Address Where Service Is Desired:	
Billing Address — Street/P.O. Box:	
Billing Address — City/State/ZIP:	

ACCOUNT TYPE

Commercial Account	Residential Account	Occupancy	Tax ID No.
☐ Yes ☐ No	☐ Yes ☐ No	☐ Own ☐ Rent	_____
Proof of Residence		**Landlord / Telephone**	
☐ Warranty Deed ☐ Rental/Lease Agreement Other: _____		Landlord: _____ Telephone #: _____	

Residential Rates

Type of Service	Rate	Type of Service	Rate
Deposit	$300.00	Return Check Fee	$35.00
Basic Water	$30.00	Re-Connect	$50.00
Sewer	$20.00	Re-Connect (after hours)	$75.00
Garbage	$20.00	Water per 1,000 gallons	$5.50

Commercial Rates

Type of Service	Rate
Deposit	$600.00
Water — 1" meter	$100.00
Water — 1 ½" meter	$135.00
Water — 2" meter	$175.00
All water usage	$5.50 per 1,000 gallons
Sewage	$20.00 per dwelling
Garbage	$20.00 per dwelling

Dumpster Rates

Size	Rate	Size (2X)	Rate
2-yard	$58.00	2-yard (2X)	$115.00
3-yard	$84.00	3-yard (2X)	$148.00
4-yard	$101.00	4-yard (2X)	$185.00
6-yard	$140.00	6-yard (2X)	$213.00
8-yard	$176.00	8-yard (2X)	$247.00

CUSTOMER SERVICE POLICIES

Section 1: Purpose

The Yantis Water Department is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure public health and welfare. Each customer must sign this agreement before the Yantis Water Department begins service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

Section 2: Definitions

Applicant: Any individual, firm, partnership, corporation, authority, or other entity residing or owning land located within the service area applying for water service.

City Council: The governing body of the City of Yantis Water Department, Yantis, Texas.

Customer: Any individual, firm, partnership, corporation, authority, or other entity which has applied for or is currently receiving water service.

Point of Delivery: The point of delivery of service to each customer shall be at the meter, unless otherwise specified in the Water User's Agreement.

Point of Use: For each customer of the City of Yantis Water Department, the point of use shall mean the precise location at which water is used or consumed (a residence, building, dwelling, business, etc.) or similar location on the customer's premises, where water is to be used by the customer.

Service: The term "service" shall mean the availability for use by the customers of water adequate to meet the customer's requirements. Service shall be considered "available" when the Utility maintains the water supply at normal pressure at the point of delivery in readiness for the customer's use, regardless of whether or not the customer makes use of it.

Service Area: The geographic areas served by the Utility described generally as the city limits of the City of Yantis.

Service Line: The water line that extends from the point of delivery to the point of use for each customer of the City of Yantis Water Department.

Utility: Yantis Water Department/City of Yantis.

Water User's Agreement: The agreement or contract between the customer and the Utility, pursuant to which water service is supplied and accepted.

Water Service Connection: A water service connection consists of a water meter and other facilities for supplying water to a single point of use (one residence, dwelling, property, or premises, structure, business, etc.). A single customer may be supplied by more than one service connection if that customer has more than one point of use.

Section 3: General Rules

1. Each customer of the Utility shall be eligible to receive service only after a Water User's Agreement has been executed between (signed by) the customer and the Utility. If a customer requires service at more than one point of use, a separate Water User's Agreement shall be executed for each additional point of delivery.

2. The Utility agrees to provide service to the point of delivery, and install and maintain at its expense, one metered service connection for each customer point of use, based on a valid Water User's Agreement.

3. The Customer will install and maintain, at his own expense, service lines from the point of delivery to the point of use. The Customer will make repairs on a timely basis as necessary.

4. A metered service connection is for the sole use of the applicant or customer. Customers shall not permit the extension of pipes for the purpose of transferring water from one property to another, from one point of use to another, nor shall resell, or sub-meter water to any other person or entity.

5. Multiple Residential and Point of Use Properties: The standard residential rates of the System shall be applicable to all multiple residential and point of use properties. Multiple residential properties include mobile home parks, apartment buildings, motels, housing complexes, or similar residential properties through a single master meter. In such cases, the owner must agree in writing that he/she will be responsible for payment of the monthly water bill.

6. At no time shall any customer or individual connect a non-system water source to any service line or water line that is also connected to the System. Representatives of the Utility shall have the right to enter customers' premises for the purpose of inspection and enforcement of this policy at all reasonable hours. Violations of this policy shall constitute cause for immediate disconnection of service.

7. It is the responsibility of each customer to anticipate changes in occupancy and to have service transferred to the new customer in accordance with the policy for obtaining service. Until service is formally transferred, the original customer shall be responsible for payment of service. The City Council may refuse to transfer service until all past-due bills and charges have been paid.

8. Customers agree to pay the established fees for the water service in accordance with applicable rate schedules at the time service is provided by the Utility.

9. Representatives of the Utility shall have the right at all reasonable hours to enter the customer's property in order to: read water meters; inspect piping; and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by either the customer or the Utility.

10. The Utility shall make all reasonable efforts to supply continuous, uninterrupted service. However, it should have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify customers who may be affected by such interruptions, but the Utility will not accept responsibility for losses which might occur due to such necessary interruptions, nor does the Utility accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.

Section 4: Restrictions

The following unacceptable practices are prohibited by State regulations:

1. No direct connection between the public 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 device.
2. 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 airgap or a reduced pressure-zone backflow prevention device.
3. No connection which allows water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
5. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

Section 5: Service Agreement

1. The Utility will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Utility.
2. 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 Utility or its design agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential 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.
3. 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 re-inspection.
4. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
5. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Utility. Copies of all testing and maintenance records shall be provided to the Utility.

Section 6: Enforcement

If the Customer fails to comply with the terms of the Service Agreement, the Yantis Water Department shall, at its option, 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.

Section 7: Obtaining Water Service

1. Applications for service shall be taken at the System office, must be accompanied by a meter deposit of $200.00. The meter deposit will be maintained in a special account to ensure payment if water charges. When service is discontinued, any portion of the deposit remaining after current bills are paid will be returned to the customer within 15 days. Customers with service termination due to non-payment will have their deposit applied to their account to satisfy arrears (past due amounts) prior to actual termination of water service.
2. Before installing a service connection and providing water available for use, the Utility may require the applicant to pipe his home and be ready to accept service.
3. Customers should arrange for a licensed plumber to make connections between the service line and the meter. The System operator will inspect all work prior to completion of the work.

Section 8: Customer Billing

1. Customers will be billed monthly in accordance with the rate structure of the Utility.
2. Water meters will be read between the 20th and 30th day of each month.
3. Bills will be mailed on or about the 1st day of the month.
4. Water consumption and sewer will be billed as separate items on the bill.

Section 9: Payment Terms

1. Payment is due on the 15th day of each month.
2. Payments made after the 15th day of the month will incur a late charge of $15.00.
3. Payment type accepted: Cash/Check/Money Order Only.

Section 10: Termination of Water Service

1. Customers who fail to pay the entire amount due by the 15th day of the month will be subject to termination of water service by the 1st day of the following month.

2. Customers with unpaid bills on the 1st day of the month will be notified by mail that water service may be shut off on the 10th day of the month unless payment is made. This shut-off notice will be mailed no later than 10 days prior to termination of service.

3. Customers subject to termination of water service will be charged a disconnect fee of $35.00.

4. Customers may avoid termination of service by: (1) paying the amount arrears at the Utility office before the scheduled shut-off date; or (2) receiving a hardship deferment and signing a deferred (time) payment plan specifying payment terms before the scheduled shut-off date.

5. Customers may appeal a notice of termination of water service. The Yantis City Secretary is designated as the Utility representative to hear customer appeals of notice of termination of water service. The representative is authorized to correct errors of the utility and adjust the amount due to the utility, receive payment to satisfy the amount arrears, and negotiate deferred payment plans.

6. A written hearing record (of a customer appeal) will be prepared and maintained on file by the Utility representative.

7. The City Council will hear appeals at regularly scheduled City Council meetings only after the customer has followed the above administrative procedure.

Section 11: Deferred (Time) Payment Plan for Hardship Cases

1. A customer may apply for deferred payment before the shut-off date by claiming a hardship by going to the Utility office and filing with the bookkeeper. If the hardship qualifies, the customer will sign a deferred payment plan.

2. Hardships eligible for time payment plans include Loss of job; medical emergency; excessive bill (such as one resulting from large leaks); and extraordinary financial difficulties.

3. The maximum length of a deferred payment plan shall be 90 days unless the approved plan specifies otherwise.

4. Minimum monthly payment amounts shall be in addition to the regular service bill amount.

Section 12: Re-Connection of Water Service after Termination for Non-Payment

Customers desiring restoration of water service after termination for non-payment must:

1. Pay arrears in the full amount.

2. Pay an additional deposit in accordance with the fee schedule of the Utility.

3. Pay the service fee for Re-connection in accordance with the Utility's fee schedule.

Section 13: Meters

1. Only one residential and/or commercial unit shall be serviced through each tap unless otherwise agreed upon by the Customer and the Utility.

2. The Customer shall provide access to the meter tap at all reasonable times for the purpose of reading, installing, checking, repairing or replacing the meter and/or water line. Customer should provide a key to locked gates. The Utility's ownership and maintenance responsibility of water supply and metering equipment shall end at the point where the meter connects to the service connection provided by the Utility during installation of the metering equipment. Therefore, all water usage registered upon and/or damage occurring to the metering equipment shall be subject to charges.

3. The Utility requires each Customer to provide a cut-off valve on the Customer's side of the meter for purposes of isolation of the Customer's service pipeline and plumbing facilities from the Utility's water pressure. The Customer's use of the Utility's curb stops or other similar valve for such purposes is prohibited. Any damages to the Utility's equipment shall be subject to service charges.

4. Meters shall be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the Utility without cost to the customer.

5. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the Utility as often as deemed necessary.

6. Service meters whose errors do not exceed 2% fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that percentage arrived at by taking the average of the error at full load and that at 10% load, unless a customer's rate of usage is known to be practically constant, in which case, the error at such constant use will be used.

7. Meters shall be set in an accessible location on the outside of buildings, except where otherwise directed by the Utility.

8. All meters shall be set horizontally and never connected to vertical pipe.

9. Meters set outside of a building shall be placed in a meter box furnished and installed by the Utility.

10. Meter tests requested by customers shall be performed without cost to the customer if the meter is found to be in excess of 2% fast. Otherwise, the customer who requested the test will be charged for the cost of making the test.

11. The customer shall be responsible for any damage caused to the meter, other than normal wear and tears, installed for service.

Section 14: Notice of Meetings of the City Council

The City Council meets in regular session on the 4th Tuesday of each month at 6:00 p.m. Special meetings of the Council are held as necessary. Notices of special meetings are posted at the Utility office at least 24 hours prior to the meeting. The agenda for all regular and special meetings shall be posted in the Utility office at least 24 hours before the meeting.

Section 15: Changes in Policies

1. These policies are subject to change as required and voted on by the City Council.

2. The City Council shall establish rates and fees for service as necessary to operate and maintain the Utility.

Customer Agreement and Signatures

I hereby agree with the following conditions:

1. To abide by all orders, rules and regulations adopted by the City of Yantis governing the furnishing of water, sewer service, and garbage which are now in effect, or hereafter which may be passed or adopted by the City of Yantis.
2. To pay the applicable fees/charges and monthly service bill for water, sewer, and garbage consumption. Prompt payment will avoid established past due service bill and other past due charges.
3. It is my responsibility to know that I should receive a monthly bill each month.
4. The deposit made by me is for the payment of any outstanding fees, charges or bill owed by me to the City of Yantis at the termination of service. Deposits due to the customer will be refunded in a reasonable amount of time.
5. Where payment in full is not timely received by the City of Yantis for services rendered, I agree to be responsible for all outstanding fees, additional past due charges, penalties, collection agency fees, attorney fees, court cost, and any interest on such sums allowed by law.
6. If I default in any of the above agreements or if I do not pay during each month for water, sewer, or garbage services furnished to me or violate the service agreement of the City of Yantis in any way, I will not hold the City of Yantis liable for the disconnection of said service by the City of Yantis upon the occurrence or any of the contingencies.
7. The Customer shall hold the Utility harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other individuals, normal failures of the system, or other events beyond the Utility's control.
8. The Customer shall grant to the Utility, now and in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Utility to extend or improve service for existing or future Customers, on such forms as are required by the Corporation.
9. I have received a copy of the Customer Service Policies and agree to abide by them.

Signature of Applicant: _____	Date: _____
Signature of Co-Applicant: _____	Date: _____
Printed Name(s): _____	

Office Information

Office Hours: Monday – Thursday, 8:00 a.m. – 2:00 p.m. **Closed on Friday**

David Freeman, Water Superintendent	903-335-4291
Blanca Reyna, Administrative Assistant	903-440-3678
Tonya Norris, City Secretary	903-348-4612
John D. Norris, III, Mayor	903-348-4611

EMERGENCY CONTACTS

OFFICE USE ONLY

Account No.	_____	**Connect Date**	_____
Deposit Amount	_____	**Disconnect Date**	_____
Application Processed By	_____		