

OFFICE USE ONLY

Date Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_

Meter Reading: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sequencer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rate Code: \_\_\_\_\_ Route: \_\_\_\_\_\_\_

Date Service Started: \_\_\_\_\_\_\_\_\_\_

**CITY OF EAST MOUNTAIN WATER**

**103 MUNICPAL DR GILMER, TX 75645**

**(903) 297-6041**

**SERVICE APPLICATION AND AGREEMENT**

**Please Print**: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPLICANT’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO-APPLICANT’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_COUNTY (U/G) \_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DRIVER’S LICENSE #\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: (Home/Cell) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ PLEASE WITHOLD PERSONAL INFORMATION FROM MY ACCOUNT SUCH AS NAME, ADDRESS, TELEPHONE NUMBER, SOCIAL SECURITY NUMBER, ETC.

\_\_\_\_\_YOU MAY RELEASE PERSONAL INFORMATION FROM MY ACCOUNT.

**IS RESIDENCE INSIDE CITY LIMITS? Y OR N (CIRCLE ONE)**

IN CASE OF EMERGENCY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RELATI0N: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WATER SERVICE AGREEMENT:

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, between

City of East Mountain 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).

I, the undersigned, do hereby attest or affirm that I have read and understand the restrictions and

requirements of East Mountain, Texas City Ordinance #87 covering the initiation or resumption of water

service to the residence located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1 .IF PAYMENT IS MADE IS PAST DUE DATE A $15.00 LATE WILL BE ADDED.**

**2. IF SERVICE IS TERMINATED FOR NON-PAYMENT OF ACCOUNT, $50.00 RECONNECT FEE,**

**PLUS PAST DUE AMOUNT WILL BE REQUIRED PAID PRIOR TO SERVICE BEING RESTORED.**

**NEW TAPS: WATER WILL BE CHARGED TO YOUR ACCOUNT BEGINNING THE DAY THE TAP IS SET. IF YOU DO NOT USE ANY WATER YOU WILL BE CHARGED THE MINIMUM CHARGE EACH MONTH.**

I further agree to comply with the entire requirement of City of East Mountain Ordinance No. 87.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY CLERK SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



CITY OF EAST MOUNTAIN

AUTHORIZATION FOR BANK DRAFTING ON WATER ACCOUNTS

**AUTHORIZATION AGREEMENT FOR AUTO DRAFTS**

COMPANY NAME: City of East Mountain COMPANY TAX ID NUMBER: 75-1678338

I(we) hereby authorize THE CITY OF EAST MOUNTAIN, hereinafter called COMPANY, to initiate credit entries to my (our) ( ) CHECKING or ( ) SAVINGS ACCOUNT (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account.

DEPOSITORY NAME (bank): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ROUTING NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY AND DEPOSITORY a reasonable opportunity to act on it.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WATER ACCOUNT NUMBER: \_\_\_\_\_\_\_\_

(PLEASE PRINT)

DATE: \_\_\_\_\_\_\_\_\_\_ SIGN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY OF EAST MOUNTAIN

103 MUNICIPAL DR.

GILMER, TX 75645

903-297-6041

**APPLICATION FOR TRASH SERVICE**

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE\_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY (U/G):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DL # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IS RESIDENCE INSIDE CITY LIMITS? YES or NO

Rates:

Inside City Limits $23.00 + Tax

Outside City Limits $29.00 + Tax

Extra Container $11.00 + Tax

PROPERTY: OWNER or RENTER

IF YOU ARE RENTING, PLEASE COMPLETE THE FOLLOWING:

Name of Property Owner (If different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­

**For Office Use Only**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acct #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rate Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ Route: \_\_\_\_\_\_\_\_\_\_\_\_

CITY OF EAST MOUNTAIN

103 MUNICIPAL DR

GILMER, TX 75645

**IMPORTANT INFORMATION TO KNOW:**

FOR ALL RENTERS AND HOME OWNERS

1. ALL WATER BILLS ARE DUE ON THE **5TH** OF THE MONTH UNLESS IT FALLS ON SATURDAY OR SUNDAY THEN THEY ARE DUE FOLLOWING MONDAY

2. IF PAID AFTER THE **5TH** THERE WILL BE A **$15.00** LATE FEE ADDED.

3. CUTT-OFFS IS THE **15TH** OF THE MONTH AND A **$50.00** RECONNECT FEE WILL BE ADDED TO ACCOUNT.

4. IF YOU HAVE OUR TRASH SERVICE TRASH WILL BE PICKED UP ON **MONDAYS**. TRASH MUST BE PUT IN TRASH CAN; **NOTHING OUTSIDE OF CAN WILL BE PICKED UP.**

TRASH CAN/S NEED TO BE PUT OUT EARLY OR THEY COULD BE MISSED

**ONCE WATER BILLS HAVE BEEN MAILED FROM POST OFFICE THEY ARE NOT OUR RESPONSIBILTY ANY LONGER.**

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form RD-TX-442-9

(Rev 6-06)

Property address: \_ Account:

## UNITED STAES DEPARTMENT OF AGRICULTURE

**Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

**KNOW ALL MEN BY THESE PRESENTS,** that

{hereinafter called "Granters" ), in consideration of one dollar {$1.00) and other good and valuable consideration paid by CITY OF EAST MOUNTAIN {hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and se, operate, insect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across acres of land, more particularly described in instrument recorded in Vol. , Page , Deed Records, Upshur County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement herby granted shall not exceed 15' in width, the center line therof to be located across said land.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including wit out limitation, {1) the reasonable right of ingress and egress over and across lands owned by Granter which are contiquous that to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal therof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Granter, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer lines as installed, Granter further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Granters 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 of Granters' 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 Granters 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:

Granter does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part therof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title IV 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 Granters has executed this instrument this\_ day of 20 \_

**ACKNOWLEDGEMENT**

(Individual)

**STAT OF TEXAS** §

**COUNTY OF** §

This instrument was acknowledged before me on by \_

**(SEAL)**

**Notary Public, State of Texas**

CITY OF EAST **MOUNTAIN**

103 MUNICIPAL DRIVE

***GIIMER,* TX** 75644

**CITY ORDINANCE #87**

**AMENDED and APPROVED Apri19, 2018**

**INTRODUCTION:·** The City .of East Mountain provides drinking water to the residents of the City of East Mountain and surrounding areas through the East Mountain Water Supply System, and is responsible for protecting the system's drinking water from contamination or pollution, which could result from improper plumbing practices.

I. **PURPOSE:** The purpose of this ordinance is to institute a process to inform a new customer to the East Mountain Water Supply System of restrictions that are in place to provide this protection.

Furthermore, in order to ensure that the public health and welfare are not compromised, East Mountain Water Utility System assumes any and all rights and privileges that the system administrators deem necessary to enforce these restrictions. Each new customer to the East Mountain Water System must sign a copy of this agreement with the City of East Mountain Water System, prior to commencement of service.

In addition, if the water service to an existing connection has been suspended or terminated, for whatever reason, the Water Supply System reserves the right to not re-establish said service unless it has a signed copy of this agreement.

Il. **PLUMBING RESTRICTIONS:** The Following are plumbing practices which are prohibited by the State of Texas and the United State of Government

1. A new water service will not be installed (a new lap on undeveloped property or an existing tap on undeveloped property) unless the properly has been inspected and approved, meeting all local, county and state requirements concerning waste water disposal for lhe structure to be built or moved on to said property.
2. A direct connection between the public drinking water supply and any potential source of contamination is prohibited. Furthe1more, any potential source of contamination to lhe water supply system will be isolated from public water system by an air gap of at least 3 inches in distance, or a backflow prevention device of a Lype which has been accepted and approved by the American Water \tVorks Association for use in public waler supply service.
3. *A* cross-connection between the public water supply service and any privately owned water system is not permitted. This potential threat to the quality of public drinking water shall be eliminated al the service connection by the installation of an air gap at least 3 (three) inches in length or by the installation of a reduced pressure zone backflow prevention device.
4. Any connection which allows waler to be returned to the public drinking water supply

is prohibited.

1. No pipe or pipe fitting which contains more than 8.0% (eight percent} lead will be used as a component for the installation or repair of any plumbing which is used to provide water for human consumption.
2. Solder or flux containing more than 0.2% lead will not be used for the installation or repair of any plumbing at a service, which is used to provide water for human consumption.

**ill. SERVICE AGREEMENT:** The following are the terms of the service agreement between the East Mountain Water System and the new water customer:

1. TI1e water system ,vill be responsible for the maintenance of a properly signed copy of this agreement, so long as the afore-named customer is connected to the East Mountain Water Supply System.
2. 111e customer shall allow his property Lo be inspected for any possible cross-connection or undesirable plumbing practices at that location. This inspection shall be conducted by an official of the Water System, or its designated agent, prior to initiating service and periodically thereafter. These inspections shall be conducted during the Water System's normal business hours.
3. The Water System shall notify the customer in writing of any undesirable plumbing practices which have been identified during the initial inspection or the periodic re­ inspection. The customer, at his or her own expense, shall immediately c01Tect any undesirable plumbing practices which have been detected on his premises.
4. The customer shall, at his own expense, install, test and properly maintain any back flow prevention device required by the Water System. Copies of testing and maintenance records shall be provided to the V\Tater System.
5. Check valves will be installed for all new water customers.

IV. **ENFORCEMENT:** In the event tf1at a \Nater Supply System customer fails to comply with the terms and conditions of this service agreement, the East Mountain Water System shall, at its own discretion, and with due notification to the customer, terminate all ·water service to this location, 0 R properly install and test any equipment or devices deemed necessary to bring this service connection into compliance with this service agreement, and any and all other State of Texas or United States Government requirements, as mandated in the Safe Drinking Water

Act of 1976. Any and all expenses associated with providing this seniice will be the responsibility of the customer. •

The customer shall further be advised that payment is due on the *5a,* day of each month. If the 5th clay of the month falls on a weekend or a holiday, the payment is due by 5:00 **P.M.** on the follm\iing business day. A late fee of *$15.00* will be assessed if the payment is not received by 5:00 **P.M.** on the due elate. If service is disconnected due to non-payment, a $50.00 re-connect fee will be added. If an illegal re-connect has been made after seniice has been disconnected (cutting lock, etc.), a fee of ***$352.00* will** be assessed.

Passed for amendment, re-approval by majority vote this 26a, day of March, 2018.

