

HERMLEIGH WATER WORKS

WATER SYSTEM REGULATIONS

ADOPTED: _____, 2019

HERMLEIGH WATER WORKS WATER SYSTEM REGULATION

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HERMLEIGH WATER WORKS WATER SYSTEM REGULATIONS

1) DEFINITIONS

For the purposes of these Regulations, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Agricultural water use: water use for the production of crops and livestock such as water to be used for the application of chemicals or supplemental water for animals.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by Hermleigh Water Works.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscape areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right-of-ways and medians.

Non-essential water use: water uses that are not essential, nor required for the protection of public, health, safety, and welfare, including:

- a. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- d. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i. Use of water from hydrants for construction purposes or any other purposes other than firefighting.

2) TYPE OF WATER SERVICE

- a) Water service will be provided for domestic and agricultural use only.
- b) Water obtained at the water station, by individuals, shall be for domestic and agricultural use only. These individuals must be citizens of Scurry County.

3) SERVICE AGREEMENT AND WATER METER DEPOSIT

- a) A Service Agreement will be issued at the time of a request for water service. The Service Agreement must be signed, dated by the customer and submitted with the appropriate fees to the Scurry County Treasurer's Office before a service connection will be authorized. A copy of the Service Agreement must be on file in the Scurry County Treasurer's Office. There shall be no debt owed to Scurry County by the individual submitting the request.
- b) A fee of \$50.00 will be charged as a deposit for water service. This fee will be returned to the consumer upon termination of service and the final bill is paid. Upon termination of service, the water meter will be removed.

4) METER INSTALLATION

- a) New Service Installation – A fee of \$350.00 will be charged for each new service installation.
 - Refundable water meter deposit \$50.00
 - Water meter installation \$100.00
 - Tap and connect to service main \$200.00
- b) Re-connect of water meter – A fee of \$150.00 will be charged for each re-connect of a water meter where a water meter connection currently exists.
 - Refundable water meter deposit \$50.00
 - Water meter installation \$100.00
- c) Water service will be offered to all consumers within the original townsite of Hermleigh. All water piping will be installed in the streets and alleys to the nearest deeded property line of the consumer.
- d) Water service to unknown lots, where there are no deeds, leases, or proof of title in the consumer's name, will have water meters connected to existing water service mains only. The consumer, at his/her expense, will install water lines from existing water mains using streets and alleys as designated by the Commissioners Court. All piping and trenching must meet the specifications set by the Commissioners Court. These specifications are listed on page 5 of these regulations.
- e) If the residence is to be a mobile home unit, this unit must be in place before water service will be installed.
- f) If the residence is to be a permanent structure, the foundation must be started before water service will be installed.

5) WATER METER ACCESS

- a) Water meters must remain clear of any barriers or dangerous animals(s) to allow Scurry County employees and/or agents to have access to the water meters for maintenance and the monthly recording of water usage.

- An amount equal to the delinquent water bill must be paid.
 - A re-installation fee of \$50.00 must be paid.
 - Payment of the delinquent water bill must be paid.
- following conditions must be met:
- f) When the Hermligh Water Works is left with a delinquent water bill, because the customer moved from the townsite of Hermligh, and would like to have service re-connected, the re-installation charge applied. Before service will be re-instated, a Service Agreement must be signed by the customer and placed on file in the Treasurer's Office.
 - e) When payment is received after a water meter has been removed or locked, there will be a \$50.00 will set the terms of the agreement.
 - d) A written request to enter into a payment agreement for a delinquent water bill may be submitted to the County Judge's Office. The request will be placed on the agenda to be considered at the next meeting of the Commissioners Court. If the request is approved, the Commissioners Court terminated and the water meter will be removed or locked.
 - c) If full payment, is not received by the end of the second month, the water service will be the amount due with a \$20.00 late fee applied.
 - b) If payment is not received by the 30th of each month, a second notice will be sent by mail listing the amount due with a \$20.00 late fee applied.
 - a) Payment for water used will be due by the 30th of each month.

7) PAYMENT FOR WATER USED

- d) Requests to purchase water for commercial or industrial use shall be considered by the Commissioners Court on a per case basis. These requests should be written and submitted to the County Judge's Office to be placed on the agenda of the next Commissioners Court meeting.
- c) Water obtained at the water station, by individuals, (for domestic or agricultural use only), will be charged \$33.25 per first 2000 gallons, \$5.50 per each 1000 gallons thereafter. See Section 6 of this document concerning payment for water usage.
- b) The monthly minimum rate will be charged from the date of installation and each month thereafter even if there is no water usage. (Minimum rate is per first 2000 gallons used.)
- a) Water rates are as follows:
 - \$35.00 per first 2000 gallons-\$5.50 per each 1000 gallons thereafter.

6) WATER RATES

- d) To re-instate water service under Section 4, the customer must apply to the Scurry County Commissioners Court. Upon approval of the Commissioners Court, a Service Agreement must be signed by the customer and placed on file in the Scurry County Treasurer's Office.
- c) When a customer has been notified two (2) times for removal of the barrier or dangerous animal(s), water service will be terminated and the water meter will be removed.
- b) When a Scurry County employee and/or agent is denied access to a water meter by a barrier or customer must permanently remove the barrier or dangerous animal(s) within ten (10) days. If the barrier is not removed within the time period allowed, the water usage for that month will be set at the previous month's usage plus 50%.

- A Service Agreement must be signed and placed on file the Treasurer's Office.

The re-installation fee is not refundable.

- g) Scurry County is not responsible for leaks beyond the water meter. (This refers to the customers plumbing.) All charges for water will be based on the water meter readings. There will be no adjustments of the water meter readings or the charges incurred, unless the readings are proved to be erroneous and are validated by an employee or agent of the Hermleigh Water Works.
- h) There will be a \$20.00 fee for testing of a water meter when requested by the customer.
- i) It shall be unlawful for any person to take or use water from the system of the Hermleigh Water Works except under the terms and conditions specified.
- j) Anyone who whole or in part causes impairment or interruption of any public water supply, or causes to be diverted in whole, in part, or in any manner, including installation or removal of any device for such purpose, any public water may be held criminally responsible under Texas Penal Laws.

8) RETURNED CHECKS AND OTHER FEES

- a) There will be a service charge of \$35.00 for each returned check.
- b) All checks returned as insufficient must be redeemed in cash or money order by date stated on notice plus a returned check fee. If the check is not redeemed by the date stated on the notice, the service will be discontinued and an additional disconnect charge of \$25.00 will be added.
- c) Before ANY services can be provided, deposits must be made; inspections must be completed by Hermleigh Water Works.

9) SERVICE TO PERSONS OUTSIDE OF HERMLEIGH TOWNSITE.

- a) Water meter taps may be provided only if water is available. The Commissioners Court will consider each request for water meter taps on a per case basis.
- b) If water service is approved by the Commissioners Court, the customer will, at his or her, own expense, provide pipe, ditching and all labor for this installation. All piping will meet specifications set by the Commissioners Court.
- c) Water charges will be applied at the same rate as the townsite of Hermleigh.

10) INSTALLATIONS FOR PROVIDING LIVESTOCK WATER

- a) All installations used for livestock purposes will be metered. New installations will be inspected and documented by water department personnel before a water meter is installed. Existing installation will be subject to random inspections by water department personnel.
- b) Vessels used for livestock watering shall be water tight and constructed of concrete, steel, plastic, fiberglass, or other approved material. Vessels or plumbing material used for any purpose other than water storage or supply is strictly prohibited.
- c) An air gap of six (6) inches or more must be provided at each installation. Any installation that fails to maintain the air gap requirement will be in violation of TCEQ rules and will be taken out of service immediately by water department personnel. Water service will be continued when the violation is corrected. Water department personnel will inspect and document corrections made to the installation.

- Trenches shall be a minimum of 16" in depth.
- Trenches shall have a flat, graded bottom.
- Trench bottoms shall be free of rocks, concrete, stumps or other foreign material that has the potential to damage piping.

TRENCHING:

- Piping shall be schedule 40 or better.
- Piping shall be schedule 40 or better.
- Piping shall be PVC, copper, brass, or any poly-based material meeting the specs listed above. Note: Steel or iron pipe will not be permitted.
- Fittings shall be those approved for use with the type of pipe being installed. Note: Steel or iron pipe fittings will not be permitted.
- Fittings shall be PVC, copper or brass.
- A water valve shall be installed on the customer side of the water meter to be used by the customer to stop the flow of water to a structure in the event of a piping failure or during times of non-use. The valve shall be equivalent to the piping size and constructed of PVC, copper, brass or stainless steel.

PIPING AND FITTING SPECIFICATION:

Prior to backfill, the consumer shall notify the County Judge's Office and schedule an inspection of the installation. A Scurry County employee and/or agent will conduct an inspection of the installation and the backfill material. Upon approval, the trench may be backfilled.

These specifications are set by the Scurry County Commissioners Court. Any variance to these specifications must be reviewed and approved by the Commissioners Court. A written request must be submitted to the County Judge's Office. The request will be placed on the agenda for consideration at the next meeting of the Commissioners Court. The request must list the specifications to be considered for change and a detailed description of the items to be used as an alternative.

SPECIFICATIONS FOR WATER SERVICE LINES THAT ARE PROVIDED AND INSTALLED BY THE CONSUMER AS DICTATED BY SECTION 3(d) OF THESE REGULATIONS.

- (d) Any leakage or overflow of water from the vessel should be repaired or corrected to water department satisfaction as soon as possible by the owner. Any leakage or overflow from a vessel will be documented by water department personnel and the owner will be notified. A notice will be issued after ten (10) days if the cause of the leakage or overflow is not corrected. If it is not corrected within thirty (30) days water service will be terminated. A re-installation fee of \$50.00 will be applied.
- (e) Supplying water to any type of earth receptacle is strictly prohibited. A violation will result in immediate termination of water service at this site. Any consideration for future water service must be presented to the Scurry County Commissioners Court and will require a personal appearance by the customer. This method of water storage and supply is deemed inefficient and poses considerable risk of contamination to the public water supply.

- Backfill material shall be free of rocks, concrete, stumps or other foreign material that has the potential to damage piping.
- Backfill material shall be compacted and the trench shall be free of voids.

REDUCED PRESSURE BACKFLOW ASSEMBLY AND REDUCED PRESSURE ZONE ASSEMBLY:

- All backflow prevention assemblies that are required according to Chapter 290.44(h) and associated table located in Chapter 290.47(i) of the “Rules and Regulations for Public Water Systems” shall be tested upon installation and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must be tested and certified to be operating within specifications annually.
- All testing must be provided by a recognized backflow prevention assembly tester. All test reports must be completed, signed and dated by the recognized tester. The original report must be submitted the County Judge’s Office for recordkeeping purposes.

NOTE: For installations that require a reduced pressure backflow device to be installed, refer to the document titled *“Installation Instructions for Reduced Pressure Backflow Assembly (RPBA) and Reduced Pressure Zone Assembly (RPZA)”*. This document lists the requirements necessary to install these devices and the procedure for proper testing. It will be provided to the consumer upon determination that a backflow device is required. It is available in the County Judge’s Office upon request.

THESE REGULATIONS WERE ORIGINALLY ADOPTED ON _____, 2019.

 Dan R. Hicks Jr
 County Judge

 Terry Williams
 Commissioner Precinct #1

 Craig Merritt
 Commissioner Precinct #2

 Shawn McCowen
 Commissioner Precinct #3

 Jim Robinson
 Commissioner Precinct #4

ATTEST:

 Melody Appleton
 County Clerk

HERMLEIGH WATER WORKS

INSTALLATION INSTRUCTIONS FOR REDUCED PRESSURE BACKFLOW ASSEMBLY (RPBA) AND REDUCED PRESSURE ZONE ASSEMBLY (RPZA).

All backflow prevention devices must be installed in accordance with the manufacturer's installation instructions and the following Hermleigh Water Works specifications.

- Pipelines shall be thoroughly flushed to remove foreign material and debris before installing the backflow device.
- Commercial installation shall be considered on a per case basis.
- Residential installation is on side of building or house. (recommended)
- The backflow prevention device assembly shall include two (2) shut off valves in full compliance of the device manufacturer and supplied with the backflow device. The inlet valve shall have a test port (cock) on the upstream side of the valve.
- The backflow device shall be placed in a horizontal position unless otherwise specified by the manufacturer's instructions. The device must be protected from freezing temperatures.
- The backflow device shall be installed in an accessible location to facilitate testing and servicing. Installation shall be either on the master water meter assembly downstream just after the water meter or near the property line when a meter is not used. When conditions will not allow a backflow device to be installed as designated in the rule, a request for waiver of the rule may be submitted to the County Judge's Office. The request must be submitted in writing by the consumer and will be considered on a per case basis by the County Judge and the water system Operator. Water meter pipe size normally dictates the backflow device size. Head loss and volume requirements should be determined prior to installation; see manufacturer's head loss curve for more information.
- Parallel backflow devices may be necessary if water shut down during testing is not practical.
- The backflow device shall be installed with a minimum of 12" (inches) clearance between the relief valve opening and ground level. A 3" (inch) drain to daylight shall be provided at ground level in order to prevent any part of the device from becoming submerged. A screen with ¼" maximum openings shall be installed on the outside of the drain to daylight. The area under the backflow device shall have a minimum of 4" (inches) of drainage rock to prevent pooling during testing. See page 3 for illustrations.
- Backflow devices installed in modified enclosures shall have at least 12" (inches) of clearance on each side of the device to facilitate testing and servicing.
- Never plug or solidly pipe the relief valve into a drainage ditch, sewer pipe or pump. The relief valve discharge opening shall terminate at a minimum of 12" (inches) above ground level so that it is clearly visible and accessible. The device shall be adequately supported to prevent the assembly from sagging.
- The backflow device test ports (cocks) shall be threaded and plugged, and not used for any other

Please contact the Scurry County Treasurer's Office with any questions concerning these regulations and to schedule an inspection of an installation. The office number is (325) 573-5382. Our office hours are 8:00 am - 12:00 noon and 1:00 pm - 5:00 pm, Monday thru Friday.

- The backflow device shall meet the requirements of ASSE standard 1013 and AWWA standard C511.
- A strainer is recommended and may be installed ahead of the device to extend service life by preventing fouling from debris.
- All backflow prevention assemblies that are required according to Chapter 290.44(h) and associated table located in Chapter 290.47(i) of the "Rules and Regulations for Public Water Systems" shall be tested upon installation and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must be tested and certified to be operating within specifications annually.
- All testing must be provided by a recognized backflow prevention assembly tester. All test reports must be completed, signed and dated by the recognized tester. The original report must be submitted to the County Judge's Office for recordkeeping purposes.
- A copy of the TCEQ rule governing all backflow prevention assemblies is available, upon request, at the County Judge's Office.

SCURRY COUNTY COMMISSIONER'S COURT

1806 25TH ST
SNYDER, TEXAS 79549
325-573-5382

TERRY WILLIAMS
COMMISSIONER - PRECINCT #1

CRAIG MERRITT
COMMISSIONER - PRECINCT #2

DAN HICKS
COUNTY JUDGE

SHAWN MCCOWEN
COMMISSIONER - PRECINCT #3

JIM ROBINSON
COMMISSIONER - PRECINCT #4

_____, 2019

To Hermleigh Water Works Customer,

In review of our records it has come to our attention that we do not have a Retail Service Agreement on file for your water meter connection. This agreement is required by the Texas Commission on Environmental Quality. It is mandated in Chapter 290.47(b), Public Drinking Water, to have a signed agreement for each retail customer.

You will find enclosed a Retail Service Agreement. Please sign the agreement and mail it to the County Treasurer's office using the enclosed envelope.

If you have any questions, comments or concerns regarding this agreement or any other issues you may contact the County Treasurer's office at 325-573-5382 or by email at _____.

Thank you for your time and attention on this matter.

Respectfully,

Dan Hicks
Scurry County Judge

HERMLEIGH WATER WORKS SYSTEM

RETAIL SERVICE AGREEMENT

1. PURPOSE

The Hermleigh Water Works is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing 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 Hermleigh Water Works will begin 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 signed copy of this agreement.

2. PLUMBING RESTRICTIONS

The following plumbing practices are deemed unacceptable and 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% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3. SERVICE AGREEMENT

The following are the terms of the Service Agreement between the Hermleigh Water Works (the Water System) and [Click here to enter text.](#) (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. 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 a cross-connections exists, a connection to an unknown water source exists, other unacceptable plumbing practices exist; or after any major changes to the private plumbing 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-connections or other unacceptable plumbing practices which has been identified during the initial inspection or the periodic inspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.

E. The Customer shall, at his/her 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.

4. ENFORCEMENT

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

CUSTOMER SIGNATURE

I have read, understand, and agree to all of the provisions of the Hermleigh Water Works Service Agreement. I agree to abide by the Service Agreement, the Hermleigh Water Works Regulations and all other applicable laws and rules.

_____		[..]	
Customer Signature		Customer Name (printed)	
_____		_____	
[..]		[..]	
Physical Address (service location)		Customer Phone Number	
_____		_____	
[..]	[..]	[..]	[..]
Mailing Address	City	State	Zip Code
_____		_____	
[..]		[..]	
Owner Name		Owner Phone Number	
_____		_____	
[..]	[..]	[..]	[..]
Mailing Address	City	State	Zip Code
_____		_____	
[..]		[..]	
Date Submitted			

For office use only.	Date received: _____	Received by (initial): _____
	Date entered in billing system: _____	Entered by (initial): _____
	Membership Fee: <input type="checkbox"/>	Account Number: _____
	Agreement Type: <u>Select One</u>	Fee Paid: <u>Select</u>