

CYPRESS SPRINGS SPECIAL UTILITY DISTRICT

PO Box 591 * Mount Vernon * Texas 75457-0591

114 FM 115 (Off South Service Road)

903-588-2081 or 888-588-1464 * FAX: 903-588-2085

E-Mail office@cssud.org Web site: www.cssudpay.com

NEW ACCT NO. _____

NEW ID NO. _____

DATE ENTERED & BY WHO: _____

SERVICE APPLICATION AGREEMENT

EMAIL / FAXED COPIES WILL NOT BE ACCEPTED

Please Print:

Date: _____

IF A RENTER: (Will need to have a Landlord Consent Form & Original Notarized Easement by the Property Owner)

Property Owner's Name: _____

Well on Property _____ Residential _____ Commercial _____ Industrial _____

Applicant's Name _____ Previous Customer? _____

Co-Applicant's Name _____ Previous Customer? _____

Billing Address: _____ Physical / Service Address: _____

Gate Code: _____

*****Must Have A Good Contact Number*****

Contact Number's: Primary: _____ Cell: _____ Other: _____

Email Address/s: _____

I want to receive my bills/notices/notifications by email instead of mail Yes _____ No _____

Acreage _____ Number in Household _____ Subdivision _____ Lot _____ Blk _____

County _____ Backflow Device installed? _____ Annual Testing Needed for Backflow Device? _____

I, the applicant, understand that if a personal cut-off valve has not been installed, I will be responsible for installing one on my side of the meter, outside meter box, for the purpose of turning the water on and off. Failure to do so may affect any future adjustments that may occur. _____ Device already there? _____

*****5/8" RESERVICE FEE: \$350.00***** 5/8" NEW METER SET \$1,550.00*****

THERE IS A \$4 FEE FOR CREDIT CARD PAYMENTS.

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED IF NEW METER SET. Service is temporary until all documents completed.

Seller: _____ Closing Date: _____ Date Taking Possession: _____

Customer is responsible to notify CSSUD in writing of any date changes. Once current customer is removed from system, water meter will be pulled and fees will be due to reestablish service. Once new customer is active, that customer will need to fill out a Deposit Refund Form to stop service, only receiving \$75.00 deposit back. _____

OFFICE USE

Re-Service _____ Seller Finale Out _____ Drop In _____ Bad Debt _____

New Meter Set _____ Line Ext. _____ Relocate _____ Road Bore _____ Hwy Bore _____

Other _____ Deferred Contract _____ (See Contract for full details) TOTAL DUE: _____

Credit Card Fee _____ Total Paid: _____ Cash _____ Check No. _____ Credit Card Auth. Code: _____

OLD ACCT# _____ ID# _____ Confidentiality _____ Easement _____ Landlord Consent Form _____

Route No. _____ Between Id# _____ & Id# _____ Plant: _____ Bank Draft: _____

Refund Form Received _____ Work Order Sent _____ Date: _____ By: _____

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies of the District, as amended from time to time by the Board of Directors of the District. Upon compliance with said Policies including payment of a deposit, the Applicant shall become eligible to receive service. (Charge for service begins when water meter is installed.)

The Applicant shall pay the District for service hereunder as determined by the District's Service Policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant 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, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District's published Service Policies. At any time, service is discontinued, terminated or suspended the District shall not re-establish service unless it has a current, signed copy of this agreement.

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 provide service to only one (1) dwelling or one (1) business. Extension of Pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the applicant's property at a point to be chosen by the District. The District shall have access to its meter and equipment located upon Applicant's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, the District shall have the right to remove any of its equipment from the Applicant's property. **The Applicant must install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of applicant's use, including any customer service isolation valves, back-flow prevention devices, pressure regulators, clean-outs, and other equipment as may be specified by the District. The isolation valve on the District's side of the meter is for the District's use only.** The District shall also have access to the Applicant'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 the District's Service Policies.

The District 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 District 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 airgap 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 any 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 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 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 Applicant and/or premises is connected to the public water system. The Applicant 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 District or its designed agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours, except in emergencies.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their 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 this service agreement shall cause the District to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connections. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

In the event the total water supply is insufficient to meet the service needs of all the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By execution of this Agreement, the Applicant hereby agrees to comply with the terms of said program.

By execution hereof, the Applicant 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 customer/users of the District, normal Failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system-wide service for existing or future customers.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension of service until such time as the violation is corrected to the satisfaction of the District.

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 District's Service Policies.

*** Service with the District is considered temporary until all requested documents are completed. The Applicant has 60 days, which would be by _____, to complete and return all documents or is subject to forfeiture of service and all fees paid to date. Upon forfeiture the District will hang a notice at the meter notifying the Applicant. _____ ***If not initialed, signature will be your acknowledgement.
(Date Due By)
(Initials)

Applicant's Signature

Date

Approved and Accepted

Date Approved

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor(s)"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Cypress Springs Special Utility District, PO Box 591, Mt. Vernon, Texas 75457-0591, (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, remove water distribution lines and appurtenances over and across _____, acres of land, more particularly described in instrument recorded in Volume _____, page _____, Official Public Records, _____ 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 hereby granted shall not exceed twenty feet (20') in width, and grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the pipeline as installed.

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 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 as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors 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 to Grantor's 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 Grantors 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:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI 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 Grantors have executed this instrument this _____ day of _____, 20____.

STATE OF TEXAS;
COUNTY OF _____:

ACKNOWLEDGEMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ know to me to be person(s) whose names(s) is (are) 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 _____, 20____.

Notary Public, State of Texas
Notary's Printed Name: _____
My Commission expires: _____

Service ID No: _____

Application Name: _____

Easement Information Due by: _____

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SECTION G. **RATES AND SERVICE FEES**

UNLESS SPECIFICALLY DEFINED IN THIS SERVICE POLICY, ALL FEES, RATES, AND CHARGES ARE STATED HEREIN SHALL BE NON-REFUNDABLE.

1. ***Classes of Users*** – All users of the District's water services shall be classified as either: standard or non-standard service, as further defined in Section E (2) of this Service Policy. Either class of users may be further classified into sub-classes according to the meter size by which service is provided.
2. ***Service Investigation Fee.*** The District shall conduct a service investigation \$50.00 for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
 - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project of sufficient amount to cover all administrative, legal, and engineering fees required by the District to:
 - (1) provide cost estimates of the project,
 - (2) develop detailed plans and specifications as per final plat,
 - (3) advertise and accept bids for the project,
 - (4) execute a Non-Standard Service Contract with the Applicant, and
 - (5) provide other services as required by the District for such investigation.
3. ***Deposit.*** At the time the application for service is approved, an Applicant for standard Service shall pay an account Deposit which will be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset final billing charges of the account. In the event that a surplus of FIVE DOLLARS (\$5.00) or more exists after the final billing is settled, the balance will be paid to the customer within 45 days, when the District is provided with a suitable address. All requests for refunds shall be made in writing and must be filed within 90 days of terminations. In the event that an outstanding balance exists after the Deposit is applied, the District shall attempt to collect the outstanding balance by all lawful means available.
 - a. The Deposit for water service is \$ 75.00 for each service unit.
 - b. The Deposit for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served.
4. ***Easement Fee.*** When the District determines that dedicated easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure the necessary easements and/or sites in behalf of the District and/or pay all costs incurred by the District in validating, clearing, and retaining such easements or sites in addition to tap fees otherwise required pursuant to the provisions of this Service Policy. The costs may include all legal fees and expenses necessary to attempt to secure such easements and/or facilities sites in behalf of the District.

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5. **Installation Fee (Tap Fee).** The District shall charge an installation fee for service as follows:

- a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service shall be charged on a per tap basis as follows:

<u>Meter Size</u>	<u>Water Installation (Tap) Fee</u>
(not to exceed three times the actual and reasonable costs)	
5/8" X 3/4"	\$ 1,550.00 **effective 05/11/21
For over size meters: (1", 1-1/2", 2")	contact office for cost **effective 05/12/2015

- b. **Non-Standard Service** shall include any and all construction labor and materials, Inspection, administration, legal, and engineering fees, as determined by the District under the rules of Section F of this Service Policy.
- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E.2. (d) (6) of this Service Policy or other system improvements.

6. **Monthly Charges.**

- a. **Service Availability Charge –**

Water Service – The monthly charge for metered water service, which may or may not include allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of 3/4" meters (as per American Water Works Association maximum continuous flow specifications – see Miscellaneous) equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and any allowable gallonage. Rates and equivalents are as follows:

METER SIZE	5/8" x 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" x 3/4"	1.5	\$ 27.50 *
1"	2.5	46.50 *
1-1/2"	5.0	74.50 *
2"	8.0	112.50 *

**Effective 01/01/2017

- b. **Gallonage Charge** – In addition to the Service Availability Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

- (1) Water - \$ 5.50 * per 1,000 gallons of any gallonage. **effective 01/01/21
- (2) The District shall, as required by Section 5.235, Water Code, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this Service Policy.

7. **Late Payment Fee.** Once per billing period, a penalty of standard meter size of \$10.00, 1" meter size \$12.00, 1 1/2" and larger meter size \$15.00 and all commercial/industrial/institutional ten percent (10%) shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

**effective 01/01/20

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8. **Returned Check Fee.** In the event a check, draft, or other similar instrument is given by a person, firm, District, or partnership to the District for payment of services provided for in this Service Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of twenty-five Dollars (\$25.00).
***effective 10/26/15*
9. **Reconnect Fee.** The District shall charge a fee of Fifty Dollars (\$50.00) * for reconnecting service after the District has previously disconnected the service for any reason provided for in this Service Policy, except for activation of service under Section E.3.b. Re-Service
***After Hours reconnect fee shall be Seventy-Five Dollars (\$75.00). **effective 06/12/07*
10. **Re-Service Fee.** The District shall charge a fee of Two Hundred and Seventy-Five Dollars (\$275.00* plus \$75 deposit equaling \$350.00) for restoring service at a current or previously active service location. This fee does not include any delinquent charges of an Applicant owing for previous service received by the District.
***effective 05/12/15 (See Section E.3.b. Re-Service.)*
11. **Service Trip Fee.** The District shall charge a trip fee of twenty-five Dollars (\$25.00) * for any service call or trip to the Customer's tap as a result of a request by the customer or resident (unless the service call is in response to damage of the District's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services **effective 06/12/2007.*
***After Hours service trip fee, shall be Seventy-Five Dollars (\$75.00). **effective 06/12/07*
12. **Fee for Unauthorized Actions.** If the District's facilities or equipment have been damaged By tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the District's facilities and shall be paid before service is re-established. The fee shall also include the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authorization. All components of this fee will be itemized, and a statement shall be provided to the Customer. If the District's facilities or equipment have been damaged due to unauthorized use of the District's equipment, easements, or meter shut-off valve, or due to other unauthorized acts by the Customer for which the District incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence.
Note: Payment of this fee will not preclude the District from requesting appropriate criminal prosecution.
13. **Meter Test Fee.** The District shall test a Customer's meter upon written request of the Customer. Under the terms of Section E of this Service Policy, the actual and reasonable costs for the testing service** shall be imposed on the affected account. ***01/01/2008.*
14. **Non-Disclosure Fee.** A fee of \$10.00** shall be assessed any customer requesting in writing that personal information under the terms of this Service Policy not disclosed to the public. ***effective 01/01/2008*
15. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water service will be assessed each customer; as required under Texas law and TCEQ regulations.
16. **Other Fees.** The actual and reasonable costs for any services outside the normal scope of Utility operations that the District may be compelled to provide at the request of a Customer shall be charged to the Customer.



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Check Out Our Website!

- **eBILL** is AVAILABLE NOW!
 - View and Pay Your Bill Online *Plus* See Your Account History
 1. Now there is a **QUICK PAY** Button, No longer log in to pay
need 4-digit account number then credit card information
 2. Set up for Recurring Credit Card
will be drafted from your credit card around the 10th of every month \$4.00 fee
 3. Set up for Bank Draft with the office
would be drafted from your checking account the 5th of every month
 - Get Rates and Policy Information
 - Print Off Most Forms
 - Get Current News and Notices
 - Get Weather Updates
 - **Sign up for Alerts**
 - Get Related and Helpful Links
 - Get Answers to Most Asked Questions
 - View Helpful Tips on Water Conservation Practices
- Because EVERY DROP COUNTS!***
- Find Out Information on Leak Detection Rewards

So be sure to visit us at **WWW.CSSUDPAY.COM**

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Draft Will Start: _____