NEW ACCT NO.	_
NEW ID NO	
ROUTE NO.	
DATE ENTERED & BY WHO:	

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

Please Print:				
		Date:		
<u>IF A REN</u>	TER: (Will need to have a Lan	dlord Consent Form	& Original Notarized Easemen	t by the <u>Property Owner</u>
Residential	Property Owner's Name Commercial	Indus	trial	
	If Commercial or Indus	trial Description:		Mark Mark
Applicant's Name _			Previous Cus	tomer?
			Previous Cus	
Billing Addr			Physical / Service Address:	
	<u> </u>	9 		Gate Code:
Must Have a Good Co	Contact Number	-		
		Cell·	Other:	
Email Address/s:			Omer.	
I want to receive my	bills/notices/notifications b	y email instead of remain on eBills for 1	mail Yes No 2 consecutive billing periods or c	TODAY Only sign redit will be applied back
Acreage	Number in Household _	Subdiv	rision	Lot Blk
			nual Testing Needed for Back	
			Livestock/Water Troughs_	
	enoveledge that I am respons	ible for installing a	personal cut-off valve outside	the meter box if one
installed. This valve wresult in a fee for meter	vill allow me to turn the water replacement.	or on and off as need Device al	ready there?	
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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 the 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. As part of the application process, the individual or organization must take responsibility for installing any required service lines from the District's facilities and equipment to their designated point of use. This includes installing customer service isolation valves, back-flow prevention devices, pressure regulators, clean-outs, and any other necessary equipment specified by the District at their own expense. It's important to note that the isolation valve located on the District's side of the meter is solely for the District's use. 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 that could result from improper practices. This service agreement serves as notice to each customer of the restrictions that are in place to provide this protection. The District shall enforce these restrictions to ensure 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 that allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting that 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 that provides water for human consumption.
- e. No solder or flux that 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 that provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises are 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 that 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 all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers/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.

*** Please note service with the District is const The applicant has 30 days, which would be by _	idered temporary until all requested documents and information are completed to complete and return all documents and (Date Due By)
information or are subject to forfeiture of service meter notifying the Applicant. (Initials)	e and all fees paid to date. Upon forfeiture, the District will hang a notice at the ***If not initialed, your signature will be your acknowledgment.
Applicant's Signature	Date
Approved and Accepted By	Date Approved

CYPRESS SPRINGS SPECIAL UTILITY DISTICT Mount Vernon, Texas 75457

RIGHT OF WAY EASEMENT

(hereinafter called "Grantor(s)"), in consideration of one dollar (\$1.00) at	I allow and malushly consideration maid by Cymress
of which is hereby acknowledged, does hereby grant, bargain, sell, transfer perpetual easement with the right to erect, remove wa acres of land, monopole acres over Grantor's adjacent lands for the purpose for which the above-new shall not exceed twenty feet (20') in width, and the grantee is hereby authority except that when the pipeline(s) is installed, the easement herein granted shall not exceed twenty feet (20') in width, and the grantee is hereby authority except that when the pipeline is installed, the easement herein granted shall center line thereof being the pipeline as installed. In the event, the easement hereby granted abuts on a public road and road so as to require the relocation of this water line as installed, Grantor across the land described above for the purpose of laterally, relocating improvements, which easement hereby granted shall be limited to a strip of	ol, (hereinafter called "Grantee"), the receipt and sufficiency and convey to said Grantee, its successors, and assigns, a ser lines and appurtenances over and across are particularly described in instrument recorded in Volume County, Texas, together with the right of ingress and mentioned rights are granted. The easement hereby granted and be limited to a strip of land twenty feet (20°) in width the did the county or state hereafter widens or relocates the public further grants to Grantee an additional easement over and said water line as may be necessary to clear the road
the pipeline as relocated.	land twenty feet (20) in width the center line thereof come
The consideration recited herein shall constitute payment in full installation of the structures referred to herein and the grantee will maintai that no unreasonable damages will result from its use to Grantor's premises. shall constitute a covenant running with the land for the benefit of the Granthey are the owners of the above-described lands and that said lands are following:	n such easement in a state of good repair and efficiency so This agreement together with other provisions of this grant tee, its successors, and assigns. The Grantors covenant that
The easement conveyed herein was obtained or improved through provisions of Title VI of the Civil Rights Act of 1964 and the regulations is to be used for the same or similar purpose for which financial assistance was is longer.	sued pursuant thereto for so long as the easement continues
IN WITNESS WHEREOF the said Grantors have executed this ins	rument this day of . 20
STATE OF TEXAS:	ACKNOWLEDGEMENT
STATE OF TEXAS: COUNTY OF:	ACKNOWLEDGEMENT
STATE OF TEXAS: COUNTY OF BEFORE ME, the undersigned, a Notary Public in and for said County and State, or	ACKNOWLEDGEMENT this day personally appeared,
STATE OF TEXAS: COUNTY OF BEFORE ME, the undersigned, a Notary Public in and for said County and State, or	ACKNOWLEDGEMENT this day personally appeared, names(s) is (are) subscribed to the foregoing instrument and acknowledged
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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

Non-Confidentiality Request Form

ACCOUNT HOLDER CAN NOW REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS BE RELEASED TO UNAUTHORIZED PERSONS

The Texas Legislature has enacted a bill, effective September 1, 2021, government-operated utilities to give their customers the option of making the customer's address, telephone number and account records (including all billing and usage information) confidential. (TX Utility Code Confidential, HB 182.052 (b) Section 4-8)

HOW CAN YOU REQUEST THIS or RESCIND PREVIOUS REQUEST?

Account holder simply needs to complete the form at the bottom of this page and return to:

By Mail: Cypress Springs S.U.D.
PO Box 591
Mount Vernon, TX. 75457-0591
Or
By Email: office@cssud.org

Your response is not necessary if you do not want this service.

If you previously paid a confidentiality fee, is confidential until September 1, 2021.	ur account informatio	
Detach and Return This Section		
I request to make my account information non-co	nfidential.	
I rescind my previous request to make my accoun		
Name of Account Holder	Account Number	_
Address	Phone Number	
City, State, Zip Code	Email Address	
Account Holder Signature	Date	

P.O. 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

CUSTOMER DRAFT FORM

AUTHORIZATION FORM FOR FINANCIAL INSTITUTION TO PAY CYPRESS SPRINGS SPECIAL UTLITIY DISTRICT FOR WATER BILLS:

You may also go to the website a	nd register your accoun	nt and set either	Bank Draft or Cred	lit Card D	raft (\$4.00).
Cypress Springs S.U.D. Cus					
Name (as shown on above a	ccount):				
Mailing Address:			Please update of	on my ac	ecount
9					
City:	State:	Zip:		_	
Contact Number/s:					
I want to receive my bills/ne	otices/notifications l	by email inste	ead of mail Yes_	No	0
	ank from Declining Bai Please make sure all CH BLANK V	information is	correct.		
John Do	16				
Anywher PAY TO ORDER		Date	s		
Your Pool Affiliation And American MEN	o US 10111	11	DOLLARS		
1: (2395	56789 (: 100100	239 °) 9798			
I authorize you to pay drafts do service furnished to me at my re This agreement may be revoked to draft your bank account, you at form is not received and draft com associated until we receive Stop Ba	esidence and/or busine by either party upon w re responsible to submit tes back for any reason, y	ss. This draft w ritten request. a Stop Bank Di you are responsi	ill occur on or about Please note: If you no raft Form before the	t the 5 th of o longer wi next draft	f each month. ish for CSSUD cutoff date. Ij
*Customer's Checking Accour	nt Signature		*:	Date	
*Driver's License No.:		State:	* <mark>D.O.B.:</mark>		
* MUST BE COMPLETED	Draft Form Re	ec:	Draft Will St	art:	

P.O. 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

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 settle, 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:

Meter Size Water Installation (Tap) Fee (not to exceed three times the actual and reasonable costs)

5/8" X 3/4" \$ 1,700.00 **effective 01/01/22

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 -

<u>Water Service</u> – 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 ¾" 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	\$ 34.00 *	
1"	2.5	\$ 75.00 *	
1-1/2"	5.0	\$ 120.00 *	
2"	8.0	\$ 200.00 *	
4"		\$ 550.00 *	
	**Effecti	ve 01/01/2023	

- 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 \$ 5.95 * per 1,000 gallons of any gallonage. **effective 01/01/23
 - (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
- 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

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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 standard 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 **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. *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.
- 15. *Disputing Fee.* A fee of \$25.00 may be assessed to customer accounts that dispute payments made to Cypress Springs SUD. Fee will only be assessed if fraudulent activity is not confirmed.
- 16. Administrative/Locked Fee. The District shall assess an Administrative/Locked Fee of Fifty Dollars (\$50.00) on the day of disconnection due date. Once water is shut off by Cypress Springs S.U.D. for non-payment, reconnections are only done during business hours.
- 17. *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.
- 18. **Leak Reward.** Anyone who notifies the Cypress Springs SUD office of an undetected water leak on a main water line, and it is verified as a water leak, that person will receive a \$20.00 reward. Only the first reported and verified leak will be awarded the leak reward. If a customer account is not found the leak reward will be mailed to the address taken by the office.



P.O. 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

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