

# CYPRESS SPRINGS SPECIAL UTILITY DISTRICT

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](mailto:office@cssud.org) Web site: [www.cssudpay.com](http://www.cssudpay.com)

## SERVICE APPLICATION AGREEMENT

**EMAIL / FAXED COPIES WILL NOT BE ACCEPTED**

Please Print:

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

Owner \_\_\_\_\_ Renter \_\_\_\_\_ if a renter Property Owner's Name: \_\_\_\_\_

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Previous Customer? \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_ Previous Customer? \_\_\_\_\_

Billing Address: \_\_\_\_\_ Physical / Service Address: **Gate Code:** \_\_\_\_\_

\_\_\_\_\_

Email Address/s: \_\_\_\_\_

\*\*\*Must Have Good Contact Number\*\*\*

Contact Number's: Primary: \_\_\_\_\_ Cell: \_\_\_\_\_ Other: \_\_\_\_\_

Acreage \_\_\_\_\_ Number in Household \_\_\_\_\_ Subdivision \_\_\_\_\_

County \_\_\_\_\_ Backflow Device installed? \_\_\_\_\_ Annual Testing Needed for Backflow Device? \_\_\_\_\_

When available would you like to receive bills/notices/notifications by email? \_\_\_\_\_ email: \_\_\_\_\_

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 \$1,500.00\*\*\*\*\*  
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.**

### (OFFICE USE ONLY)

Re-Service \_\_\_\_\_ Drop In \_\_\_\_\_ New Meter Set \_\_\_\_\_ Line Ext. \_\_\_\_\_ Relocate \_\_\_\_\_

Road Bore \_\_\_\_\_ Hwy Bore \_\_\_\_\_ Deferred Contract \_\_\_\_\_ (See Contract for full details)

Total Paid: \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Credit Card Auth. Code: \_\_\_\_\_

Seller: \_\_\_\_\_ Seller's Moving Date: \_\_\_\_\_

OLD ACCT# \_\_\_\_\_ ID# \_\_\_\_\_ NEW ACCT# \_\_\_\_\_ EASEMENT LANDLORD CONSENT FORM

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.

c. 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.

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Applicant's Signature

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Date

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Approved and Accepted

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Date Approved

"In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. To file a complaint of discrimination, write USDA, Director of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)"

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Farmers Home Administration**  
**RIGHT OF WAY EASEMENT**  
*(Please use BLUE INK)*

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 \_\_\_\_\_, Deed 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\_\_\_\_.

**ACKNOWLEDGEMENT**

STATE OF TEXAS;  
COUNTY OF \_\_\_\_\_:

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: \_\_\_\_\_