

CYPRESS SPRINGS SPECIAL UTILITY DISTRICT

PO Box 591 * Mount Vernon* Texas 75457-0591

114 FM 115 (Off South Service Road)

903-588-2081 * FAX: 903-588-2085

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

NEW ACCT NO. _____

NEW ID NO. _____

ROUTE NO. _____

DATE ENTERED & BY WHO: _____

SERVICE APPLICATION AGREEMENT

EMAIL / FAXED COPIES WILL NOT BE ACCEPTED

Please Print:

Date: _____

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

Property Owner's Name: _____

Residential _____ **Commercial** _____ **Industrial** _____

If Commercial or Industrial Description: _____

Applicant's Name _____ Previous Customer? _____

Co-Applicant's Name _____ Previous Customer? _____

Billing Address: _____

Physical / Service Address: *****Must Have*****

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 _____ **HIGHLY RECOMMEND.**

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

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

Well on Property _____ Pool/Hot Tub _____ Sprinkler System _____ Livestock/Water Troughs _____

As the applicant, I acknowledge that I am responsible for installing a personal cut-off valve outside the meter box if one is not already installed. This valve will allow me to turn the water on and off as needed. Failure to install the valve may impact future adjustments and result in a fee for meter replacement. _____ Device already there? _____

*******5/8" STANDARD RESERVICE FEE: \$350.00***** 5/8" STANDARD NEW METER SET \$1,700.00*****
THERE IS A \$4 FEE FOR ANY CREDIT CARD PAYMENTS.**

NOTE: THE FORM MUST BE COMPLETED BY THE APPLICANT ONLY. A MAP OF THE SERVICE LOCATION MUST BE ATTACHED IF IT'S FOR A NEW METER SET.

****Service is temporary until all documents and all information are completed.****

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

OLD ACCT# _____ ID# _____ Size of Meter 5/8"-3/4" _____ 1" _____ 1 1/2" _____ 2" _____ 4" _____

The customer is responsible for notifying CSSUD in writing of any date changes. Once the current customer is removed from the system, the water meter will be pulled, and fees will be due to reestablish service. Once a 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

Non-Standard _____ Re-Service \$ _____ 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: _____

Between Id# _____ & Id#: _____ Plant: _____ Date Received _____

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 District's Service Policies, 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 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 furnished and installed by the District. The meter and/or connection are for the customer's sole use and are to provide service to only one (1) dwelling or one (1) business. Extension of Pipe(s) used to transfer utility service from one property to another, share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., are 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. State regulations prohibit the following undesirable practices:

- 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 air gap or a reduced pressure-zone backflow prevention assembly. 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 to install or repair 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 to install or repair 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. The district or its designed agent shall conduct these inspections prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's regular 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. At their expense, the Applicant shall adequately 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 that the total water supply is insufficient to meet the service needs of all the District's customers or there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policies. By executing 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 that service with the District is considered temporary until all requested documents and information are completed. The applicant has 30 days, which would be by _____, to complete and return all documents and information or are 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, your signature will be your acknowledgment.

(Date Due By)

(Initials)

Applicant's Signature

Date

Approved and Accepted By

Date Approved

CYPRESS SPRINGS SPECIAL UTILITY DISTRICT
Mount Vernon, Texas 75457
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 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 the 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 a 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 _____
Notary's Printed Name: _____
My Commission expires: _____

Service ID No: _____
Application Name: _____
Easement Information Due by: _____

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Non-Confidentiality Request Form

ACCOUNT HOLDERS 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, for 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, it is non-refundable; it was to keep your account information confidential until September 1, 2021.

Detach and Return This Section

- I request that my account information be made non-confidential.
- I rescind my previous request to make my account information non-confidential.

_____ Name of Account Holder	_____ Account Number
_____ Address	_____ Phone Number
_____ City, State, Zip Code	_____ Email Address
_____ Account Holder Signature	_____ Date

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CUSTOMER DRAFT FORM

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

You may also go to the website, register your account, and set either Bank Draft or Credit Card Draft (\$4.00).

Cypress Springs S.U.D. Customer Account Number/s: _____

Name (as shown on the above account): _____

Mailing Address: _____ **Please update on my account** _____

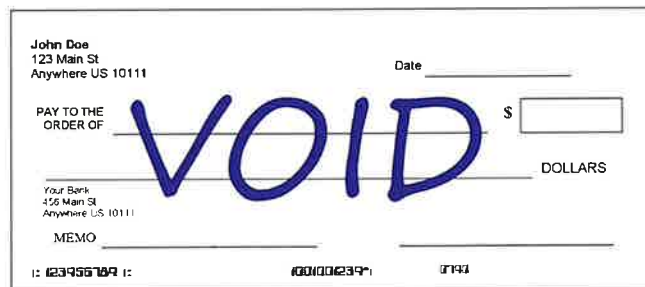
City: _____ State: _____ Zip: _____

Contact Number/s: _____ Email: _____

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

**To prevent the bank from Declining Bank Draft and a Return Check Fee (\$25.00)
Please make sure all information is correct.**

***ATTACH BLANK VOIDED CHECK HERE**



I authorize you to pay drafts drawn on my account by Cypress Springs Special Utility District; covering water service furnished to me at my residence and/or business. This draft will occur on or about the 5th of each month. This agreement may be revoked by either party upon written request. *Please note: If you no longer wish for CSSUD to draft your bank account, you are responsible for submitting a Stop Bank Draft Form before the next draft cutoff date. If the form is not received and the draft comes back for any reason, you are responsible for all amounts debited and any other fees associated with it until we receive the Stop Bank Draft Form.* _____

*Customer's Checking Account Signature

*Date

*Driver's License No.: _____ *State: _____ *D.O.B.: _____/_____/_____

* MUST BE COMPLETED

Draft Form Rec: _____ Draft Will Start: _____

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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 the service is provided.
2. ***Service Investigation Fee.*** The District shall conduct a service investigation of \$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 will be 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 the customer’s final bill is settled. The deposit will be used to offset the account's final billing charges. 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 reasonable faith efforts to secure the necessary easements and/or sites on 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 on 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 oversize 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	\$ 34.50 *
1"	2.5	\$ 76.00 *
1-1/2"	5.0	\$ 121.00 *
2"	8.0	\$ 201.00 *
4"		\$ 551.00 *
		**Effective 01/01/2026

- 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 - \$ 6.05 * per 1,000 gallons of any gallonage. **effective 01/01/24
 - (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 of \$12.00, 1 1/2", and larger meter size of \$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 that 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.** As required under Texas law and TCEQ regulations, a fee of 0.05% of the amount billed for water service will be assessed for each customer.
15. **Disputing Fee.** A \$25.00 fee may be assessed to customer accounts that dispute payments made to Cypress Springs SUD. The 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 the disconnection due date. Once Cypress Springs S.U.D. shuts off water for non-payment, reconnections are only done during business hours. ***01/01/2022.*
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 a Customer's request 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.