



SERVICE APPLICATION AND AGREEMENT

DATE: _____

Note: Form must be completed by applicant only: A county appraisal map indicating the service location survey/plat and a copy of the property warranty deed declaring the applicant's ownership must be attached with the Right-of-way Easement Form.

APPLICANT NAME: _____

CO-APPLICANT NAME: _____

DRIVER'S LICENSE OF APPLICANT: State _____ License # _____

EMAIL ADDRESS: _____

CURRENT BILLING ADDRESS: _____

FUTURE BILLING ADDRESS: _____

PHYSICAL ADDRESS OF METER LOCATION:

LEGAL PROPERTY LOCATION: (Include name of crossroad, subdivision with lot and block number)

PHONE NUMBER

PHONE NUMBER

Home: (_____) _____ - _____

Work: (_____) _____ - _____

NAME OF OWNERSHIP OF PROPERTY _____

HOW MANY WILL BE RESIDING AT THIS LOCATION: _____

LIVESTOCK: _____ SIZE OF PROPERTY: _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

Office Administration only:

Account #: _____ Stake#: _____ Engineer Study: _____ Engineer Date: _____



SERVICE APPLICATION AND AGREEMENT

Date: _____

Service Agreement made this _____ day of _____, _____, between **Creedmoor Maha Water Supply Corporation**, a corporation organized under the laws of the State of Texas and _____ (Applicant and/or Member name),

Witnessed: _____

The corporation shall sell and deliver water and /or Wastewater service to the Applicant and he Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and the tariff of the Corporation as amended from time to time by the board of Directors of the Corporation. Upon compliance with said policies, including payment of a membership fee, the applicant qualifies for membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a member. The Member shall have all rights, duties and responsibilities of membership under the Corporation’s Articles of Incorporation and Bylaws, and by the act of making application for service and membership, agrees to abide by and be bound by all terms, conditions and provisions of the same without exception, waiver, reservation or exclusion.

I agree and accept all terms written in the Creedmoor Maha Water Supply Corporation Tariff and Bylaws.

I understand by being approved for service for water and/or wastewater, the Board of Directors shall have the authority to discontinue service and cancel the membership of any member not complying with any policy, not paying any utility fees or charges as required by the Corporation’s published rates, fees, and conditions of service. At any time, service is discontinued, terminated, or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement. Any breach of this agreement shall give cause for the Corporation to liquidate as damages, the fees previously paid as an indication of interest. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation’s policies.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) or hoses to transfer utility service from one property to another, to share, resell or submeter water to any other persons, dwellings, businesses, or property, etc. is prohibited. Members shall not connect or allow any other person or party to connect, onto any water any water lines or hoses on his premises. Except in cases where the member has a contract with Corporation for reserve or auxiliary service, no other water service will be used by the Member on the same installation in conjunction with Corporation’s service, either by means of a cross-over valve or any other connection.

The Corporation shall have the right to locate a water service meter and pipe necessary to connect the meter on the Member’s property at a point to be chosen by the Corporation and shall have access to its property and equipment located upon Member’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 Corporation shall have the right to remove any of its equipment from the Member’s property.

The Member shall install, at their own expense, any necessary service line from the Corporation’s facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member’s property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

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Creedmoor-Maha Water Supply Corp.

The Corporation 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 Member of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations.

The Corporation shall maintain a copy of this agreement as long as the Member and /or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connection, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection.

Members shall be liable for any damage or injury to Corporation owned property or personnel shown to be caused by the Member his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Member agrees to make to take no action to create a health hazard or otherwise endanger, injure damage, or threaten Corporation's plant, its personnel, or its customers. Failure to comply this provision shall be grounds to terminate Member's service without notice.

The applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fee previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If the delivery of service is deemed infeasible by the Corporation as part of the project, the applicant shall be refunded.

The Corporation has adopted the Uniform Plumbing Code. All Member-owned plumbing, service extensions and/ or new facilities shall comply with that code and all standards established by TCEQ.

Under Creedmoor rule(s), standard must follow:

- The piping and other equipment on the premises furnished by the Member will be always maintained by the Member in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Corporation.
- The member will bring out his service line to his property line at a point designated by the Corporation.
- No water service smaller than 5/8" will be connected.
- The Member shall maintain a cut-off valve on the Member side of the meter and within 3 feet of the meter.
- No application, agreement or contract for service may be assigned or transferred without the written consent of Corporation.

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Creedmoor-Maha Water Supply Corp.

- The Member shall grant to the Corporation now or in the future, any easements or right of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary the Corporation to extend improve service for existing or future Members, on such forms as are required by the Corporation. The easement hereby granted shall be, and not less than, 20 feet width.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge all Membership Fees against any balance due the Corporation. Liquidation of said Membership fee shall give rise to discontinuance of service under the terms and conditions of the Corporation’s Tariff.

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

Any misrepresentation of the facts by the Applicant on any pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation’s tariff.

Applicant/Member Name (Print):

Date of Application

Co-Applicant Name:

Membership Acknowledgement

Under Section E: Rules and Regulations, Creedmoor’s 2019 Tariff and bylaws,

I, _____, acknowledge the following rules and regulations. I understand that failure to update my contact information in the event the Corporation is notifying affected members based on any event such as: loss water, repairs, delinquent account(s) and damage to equipment may result in additional charges towards the current billing period.

Billing

- The billing period is from the first day of the month to the last day of the month of the prior month. For new meter installation, service termination and/or membership transfer, charges shall be prorated from the date service started with new/previous owners.
- The Corporation shall mail all bills to each customer and members of Creedmoor to the address listed on the account. All bills shall be due on **the 20th of every month.** If the due date is on the weekend or a holiday, payments shall be made without any penalty the next day the Corporation’s office is open for business after the said weekend/ holiday.

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Creedmoor-Maha Water Supply Corp.

- All payments for water services shall be made online at our website, delivered, or mailed to the utility's business office at 13709 Schriber Road, Buda, Texas 78610. Utility service crews shall not be allowed to collect payment on Customer/Member accounts in the field.
- Late charges will apply to the unpaid balance during the current billing period after the due date. Late charges consist of \$10.00 or 10% of the amount exceeding over \$100.00.
- The Corporation may notify members of the past due balance 10 days after due date, if payment is not received within 10 days of the 1st notice, a final notice shall be sent by email or phone, 10 days for payment prior to disconnection. All notifications will be made via phone or by email.
- Failure to make payment by 5pm the day prior to disconnection, a disconnect fee and reconnection fee shall be applied to any member's account a past due balance.

1. **Disconnection and Reconnection of Service:**

Water utility service may be disconnected upon proper notice. A disconnection charge will apply in the current billing period. The following reasons:

- Returned Check- In the event a check, draft or any other similar instrument is given by person, firm, corporation, or partnership to the Corporation and the instrument is returned by bank, Corporation shall charge a \$30.00 plus the amount originally owed. Corporation shall consider any such that if two or more checks are returned within any 12 months period, the customer shall be required to make all future payments online or by cash or money order. Failure to meet these terms shall initiate disconnection of service.
- Failure to pay delinquent account for utility service or failure to comply with terms of a deferred payment arrangement.
- Failure to provide access to the meter under the terms of this Tariff or to the property at which water service is received when there is reason to believe hazardous conditions or policy violation exists for which access is necessary to verify.
- Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment.
- In instances of tampering with the corporation's meter or equipment, bypassing the meter or equipment, or other diversion of service.
- A threat to preform or actual performance of: (a) bodily injury to any Corporation employee, agent, or representative, or (b) damage to any Corporation property. The display of any firearm or other weapon in a confrontational, menacing, or threatening manner shall be deemed to be a threat to perform bodily injury regardless of the condition of said firearm or weapon.

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Creedmoor-Maha Water Supply Corp.

In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership Agreement, the Corporation shall collect any remaining account balance by initiation of legal action.

Re-instatement of service shall be subject to the terms of the Activation of Service of this Tariff (See Rate Chart).

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge all Membership Fees against any balance due the Corporation. Liquidation of said Membership fee shall give rise to discontinuance of service under the terms and conditions of the Corporation's Tariff.

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

Any misrepresentation of the facts by the Applicant on any pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Applicant/Member Name (Print):

Date of Application

Office Administration only:

Account #: _____ Stake#: _____ Engineer Study: _____ Engineer Date: _____