



Non-Standard Service Application (NSSA) Process

This NSSA process applies to all **developers and subdivisions** requesting water service outside of standard retail service.

Non-Standard Service Application (NSSA) - the NSSA is the initial request.

Non-Standard Service Agreement (NSSA) - is the resulting formal contract. The NSSA is the legal contract that outlines the specific terms and conditions under which a water utility will provide service that falls outside of its standard offerings.

Step 1: Submit Application & Fees

- Complete and submit the **Non-Standard Service Application (NSSA)** packet.
- Include all **required exhibits**:
 - \$100 CMWSC Fee (non-refundable).
 - Engineering Study Fee (see schedule below).
 - Vicinity map/location of project.
 - Preliminary or Final Plat or site plan.
 - Water Service Plan (quantity, phasing, service needs).
 - Appraisal District Tax Plat with property indicated.
 - Development Construction Plans (preferred, not required).
 - Easement (**Original hard copy** – no copies accepted)
- **Engineering Study Fee Schedule**:
 - 0–4 acres: \$1,200
 - 5–24 acres: \$2,500
 - 25–49 acres: \$3,000
 - 50–99 acres: \$3,500
 - 100+ acres: By proposal

Step 2: Application Review

- CMWSC staff reviews the application for completeness.
- Once fees are received, MRB Group (CMWSC's contracted engineers) is authorized to begin the Engineering Study.

Step 3: Engineering Study

- MRB will evaluate the proposed development to determine:
 - Water availability and capacity.
 - Required system improvements or offsite infrastructure.
 - Number of **Living Unit Equivalents (LUEs)** required.
 - Estimated costs and timelines.
- Results are provided to CMWSC management
- CMWSC will distribute findings to the developer/applicant.

Step 4: Non-Standard Service Agreement (NSSA) Agreement

- If the study confirms service can be provided:
 - MRB Group and LG (CMWWS's legal counsel) collaborate to prepare the Non-Standard Service Agreement (NSSA).
 - The NSSA is a binding contract that includes, but is not limited to:
 - LUEs required and reserved for the development.
 - Capital Improvement Recovery (CIR) Fee amount and payment schedule.
 - Required offsite or onsite improvements (if any).
 - Timelines for design, construction, and inspection.
- The NSSA is reviewed by CMWSC management
- CMWSC management will email the NSSA to the developer/applicant.

Step 5: Implementation & Service Connection

- The NSSA must be executed by the developer and CMWSC.
- The NSSA is presented to the **CMWSC Board of Directors** for approval (if required).
- Once executed, service capacity is reserved.

Step 6: Implementation & Service Connection

- Developer completes required design and construction per NSSA.
- MRB and CMWSC review and approve all improvements.
- Upon satisfactory completion, CMWSC authorizes water service connection under the terms of the NSSA.

Key Notes

- **Engineering Studies expire after six (6) months.** Expired studies may require resubmittal.
- CMWSC is **not obligated to provide service** until a fully executed NSSA is in place.
- Applicants bear responsibility for all costs associated with the Engineering Study, legal review, and system improvements.



Creedmoor Maha Water Supply Corporation

Non-Standard Retail Water Utility Service Application Packet

This packet provides guidance, requirements, and forms for requesting non-standard water service. It is based on the standard format used by Dunaway but customized for Creedmoor Maha WSC.

Applicants should carefully review all instructions and complete all sections before submission.

Creedmoor Maha WSC

General Manager - Matthew Pickle

Operations Manager - Scott Rickabaugh

Customer Service Manager - Kristi Temple

Business Manager - Cassie Taylor

(512) 243-2113

MRB Group

Engineer - Aaron Rojas, P.E.

Aaron.Rojas@mrbgroup.com

(915) 760-0979



NON-STANDARD SERVICE APPLICATION (NSSA) RETAIL WATER UTILITY

_____("Applicant")
requests non-standard water utility service from Creedmoor-Maha Water Supply Corporation ("Utility.") to property located inside/outside the Utility's state-certificated service area ("CCN"). Applicant understands and agrees that retail water utility service will only be available under the terms and conditions of Utility's Tariffed extension policies, the regulations of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Water Code and the Texas Health & Safety Code.

By signing and submitting this application for non-standard retail water utility service, Applicant declares that they are the owner of the property in question of a developer with legal contractual rights to develop the property. If the Applicant is not the landowner or developer, they must have written legal authority to make this application and to bind the landowner/developer to the terms of any resulting service contract. [Attach copy of sworn power of attorney]

The information solicited below shall be the minimum information the Applicant shall be required to initiate non-standard service to the property in question. Applicant shall also be required to timely provide any additional information required by Utility and/or its designated consulting engineers to evaluate the service request, its effects on Utility's existing water system and customers and any additional service capacities that might need to be developed to fulfill this request.

This is only an application for non-standard service. Utility is not obligated to provide service until the application has been evaluated and a final service extension contract executed by all necessary parties. The resulting engineering study and capacity determination are only valid for six (6) months.

1. Applicant Information

Legal Name:	
Designated Contact:	
Physical Address:	
Mailing Address:	
Phone Number:	
Fax Number:	
Email Address:	

2. Landowner / Developer Information

Legal Name:	
Designated Contact:	
Physical Address:	
Mailing Address:	
Phone Number:	
Fax Number:	
Email Address:	

3. Property Information

Attach County key map or Google Earth map, showing location of property with street/road names, and the description of the area to be served asked for in 30 TAC §291.105(a)(2) (A- G)¹

Property Location	
Property ID & County:	
Number of Acres:	
Type of Development:	
Single Family Resident (Lots):	
Apartment/Rental Unit (Units):	
Commercial/Industrial (Sq Ft of Floor):	
RV Park (Units):	
Is application for entire property?	☐ YES ☐ No
If no, will the development be phased?	☐ Yes ☐ No
Number of Phases:	
Phase(s) for which service is being requested in this application:	
Number of standard services required (per Phase):	

Attach a site plan of entire property with all phases clearly delineated on it. Plat must indicate where individual service locations are anticipated. If a location will require service at more than 10 gpm through a 5/8 X ¾-inch meter, designate the location(s), type of water usage and AWWA flow capacity of all large meters that will be needed.

¹ Separate description not required if property is completely within existing service area.

4. Water Service Needs

Applicant must submit a detailed service plan tied to a site plan of the property delineating all phases, number of service locations in each phase, all large water users, and types of water uses to be located on the property.

The water service plan must state the quantity of service for current and projected needs, and the projected land uses that support the requested level and manner of service.

Water volume and pressure requirements:

Annual Volume (gallons):	
Peak Day Use (gallons):	
Peak Demand (gpm):	
Average Daily Use (gallons):	
Required Pressure (psi):	
Low:	35
Average:	
High:	
Special Service Needs ² :	
Type:	
Quantity:	
When needed:	
Where needed:	

5. Project Timeline

Applicant must provide a statement of current needs, and a projection (including dates) of future needs.

Commencement of construction on the Property:	
Commencement of construction on each phase:	
Date initial water service needed on the property:	
Type and quantity of this initial service:	
Time between commencement of construction on each phase and a time actual delivered water service will be required	

6. Required Exhibits (PDF preferred)

Please submit the application and the following documents electronically (PDF):

- ☐ Preliminary or Final Plat / Site Plan
- ☐ Water Service Plan
- ☐ Appraisal District Tax Plat
- ☐ Development Construction Plans (preferred, not required)
- Easement (**Original hard copy** – no copies accepted)

²Utility does provide fire flows or firefighting services within its service area. If fire flows are needed, provide additional information on fire flow needs for the property and for each phase. This will be identified in the

“Special service needs” section. This submittal should state whether Applicant will be willing to enter into a contract for excess water capacities that Applicant could chose to use or fire flows.

7. Application & Study Fees

CMWSC Application Fee:	\$100
Engineering Study:	
0–4 Acres:	\$1,200
5–24 Acres:	\$2,500
25–49 Acres:	\$3,000
50–99 Acres:	\$3,500
100+ Acres:	By Proposal

8. Signature

Print Name:		
Applicant Signature:		
Date of Submission:		
Date of Receipt by Utility:		

9. Mail completed application, with payment, to:

Creedmoor Maha Water Supply Corporation
13709 Schriber Road, Buda, TX 78610
Email: kristi@creedmoorwsc.com
Phone: (512) 243-2113

For Office Use Only

Date Received: _____ Received By: _____

Fee Paid: \$ _____ Method: _____

Application Complete: ☐ Yes ☐ No



UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, (hereinafter called "Grantor", whether one or more), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **Creedmoor Maha Water Supply Corporation** (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, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ **acres of land**, more or less, in the _____ Survey No. _____, Abstract No. _____, _____ County, Texas, or known as Lot _____, Block _____, _____ (Subdivision name), Plat Ref. _____, being more particularly described in deed recorded in Vol. _____, Pg. _____ or Document No. _____, of the _____ Records of _____ County, Texas, together with the right of ingress and egress over Grantors' 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, being located across said land as follows:

The easement herein conveyed shall run the length of the Grantor's property line, parallel and adjacent to _____.

In addition to the twenty feet (20') permanent easement area granted above, Grantor also grants Grantee a temporary workspace easement which shall not exceed twenty feet (20') in width. Said twenty feet (20') wide temporary workspace easement shall run adjacent and parallel to the twenty feet (20') permanent easement. The twenty feet (20') temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal, repair and laying of the pipeline is taking place; and, except when said activities are being completed from time to time, the twenty feet (20') temporary workspace easement shall revert to the sole ownership and control of the Grantor. Grantor reserves the right to enter upon and use the permanent and temporary easement area, for all lawful purposes and to erect improvements thereon, including driveways made out of any material but in no event shall Grantor use the easement area in any manner which interferes in any material way or is inconsistent with the rights granted hereunder.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

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 and/or sewer 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 and/or sewer 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 Grantors' 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:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

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____.

GRANTOR:

Printed

Printed

Signature

Signature

**ACKNOWLEDGEMENT
(Individual)**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 20____,
by _____.
Grantor

(SEAL)

Notary Public, State of Texas