



FOR OFFICE USE ONLY:

Acct # _____

Location # _____

Meter # _____

MAXWELL SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND SERVICE AGREEMENT (WHISPER)

Date: _____

☐ Tenant

☐ Owner

Applicant or Company Name: _____

Co-Applicant/Spouse Name: _____

Current Address: _____

Billing Address: _____

Driver's License # or Tax ID #: _____

Phone/Home: _____ Cell: _____ Work: _____

Email: _____

Service Location/Address: _____

What will be the primary usage of water?

Closing/Effective Date: _____

- ☐ Residential
- ☐ Commercial
- ☐ Irrigation
- ☐ Other _____

MAXWELL SPECIAL UTILITY DISTRICT
PO BOX 158
MAXWELL, TEXAS 78656-0158
(512) 357-6253 FAX (512) 357-0152

RE: INDIVIDUAL SERVICE AGREEMENT

1. This Individual Service Agreement ("Service Agreement") is made this ____ day of _____, 20__ between MAXWELL SPECIAL UTILITY DISTRICT ("District"), a political subdivision of the State of Texas, created and operating pursuant to Chapter 49 and 65, Texas Water Code, and _____ ("Applicant") located at _____.
2. The District shall sell and deliver metered water to the Applicant and the Applicant shall purchase metered water from the District in accordance with the District's rules and rate order (collectively the "Service Policy") as amended from time to time by the Board of Directors of the District. Upon compliance with said policies and payment of all fees, including payment of a Application Fee, the Applicant qualifies for service.
3. The Applicant shall pay the District for service hereunder as determined by the District's Service Policy upon the terms and conditions set forth therein. A copy of this Service Agreement shall be executed before service may be provided to the Applicant.
4. The District may discontinue service to any customer who fails to comply with any applicable District policy.
5. As a condition of service, Applicant shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Applicants, or such forms as are required by the District.
6. Fees to be paid to the District prior to initiation of service are listed below and subject to change.

- | | |
|-----------------------------------|------------------|
| 1. Deposit Fee: | \$ 150.00 |
| 2. Permit Application/Review Fee: | \$ 50.00 |
| | \$ 200.00 |

7. Applicant agrees to pay monthly minimum charges of: \$36.75 (0 gallons)
Tiered Rate:
\$8.90 per 1,000 gallons (0 gallons to 5,000 gallons)
\$9.90 per 1,000 gallons (5,001 gallons to 10,000 gallons)
\$11.00 per 1,000 gallons (10,001 gallons to 15,000 gallons)
\$12.25 per 1,000 gallons (over 15,001 gallons).
Payment must be received on or before the close of business the 15th day of each month.
A late charge of \$20.00 will be assessed after the 15th of each month.
8. Applicants with more than one account with the District will keep all accounts current. Failure to maintain a current status on any one account will result in discontinued service of all accounts owned.

9. Non-payment of the water bill will result in the termination of service thirty (30) days after the due date of the bill.
10. Multiple connections to a single tap are prohibited. Sub-metering or charging a fee to another person shall be considered as a multiple connection and result in discontinuance of service. Service will also be discontinued for tampering with a water meter, bypassing a meter, or in any other way receiving non-metered water.
11. All water shall be metered by meters to be furnished and installed by the District. The meter/connection is for the sole use of the Applicant or Customer and is to provide service to only one (1) dwelling or only one (1) business and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other person, dwellings, business, or property, etc.
12. The District shall have the right to locate a water meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District and shall have access to its property 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 operation, and upon discontinuance of service, the District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall provide access to the meter at all times for the purpose of reading, installing, checking, repairing, or replacing the meter. Applicant shall allow the District to place a District lock on gates where the meter is located inside the Applicant's fenced property and gates are kept locked. The Applicant shall install at their own expense any necessary service lines from the District's meter to the point of use, including any customer service isolation valves, back-flow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.
13. The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The Applicant shall see that all plumbing connections shall be made to comply with the Texas Department of Health and the Texas Commission on Environmental quality. All connections shall be designed to ensure against back-flow or siphonage into the District's water supply. This Service Agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public's health and welfare. The following undesirable plumbing practices are prohibited by State regulations:
 - a. No direct connection between the public drinking water supply and potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate back-flow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with State plumbing codes.
 - b. No cross-connections 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 an air-gap or a reduced pressure-zone back-flow prevention assembly, and a service agreement must exist for annual inspection and testing by a certified back-flow 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 through December 31, 2013 at any connection which provides water for human consumption.

- e. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing on or after January 1, 2014 at any connection which provides water for human consumption.
 - f. No solder or flux which contains more than 0.2% lead may be used for installation or repair of plumbing on or after July 1, 1988 at any connection which provides water for human consumption.
 - g. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.
14. The District shall maintain a copy of this Service Agreement as long as the Applicant and/or the premises is connected to the public water system. The Applicant shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
15. The District shall notify the Applicant in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable plumbing practice on their premises. The Applicant shall, at his expense, properly install, test, and maintain any back-flow 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 either terminate service or properly install, test, and maintain an appropriate back-flow prevention device at the service connection. Any expense associated with the enforcement of this Service Agreement shall be billed to the Applicant.
16. The District ownership, maintenance responsibility, and liability ends at the District meter. If the District is called out to check on a leak in the meter box and the leak is found to be on the Applicant's side of the meter, a \$30.00 Service Call will be added to the Applicant's water bill.
17. The Applicant is required to provide a working cut off valve on the Applicant's side of the meter. The Applicant **will not use** the District's angle stop. The cost of repair for damages to District equipment by the Applicant will be paid by the Applicant.
18. Applicant acknowledges the Texas Commission on Environmental Quality requires that the District charge a 0.5 percent (0.5%) tax on water consumed.
19. In the event the total water supply is insufficient to meet all of the Applicants, or in the event there is a shortage of water, the District may initiate the Drought Contingency Plan/Emergency Rationing Program as specified in the District's Tariff. By execution of this Service Agreement, the Applicant hereby shall comply with the terms of said program.
20. By the 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 Applicant/Users of the District, normal failures of the system, or other events beyond the District's control.
21. By execution hereof, the Applicant agrees that non-compliance with the terms of this Service Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.
22. Any misrepresentation of the facts by the Applicant on this Service Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's tariff.

Applicant's Signature