



MOUNTAIN SPRINGS WATER SUPPLY CORPORATION

NEW METER REQUIREMENTS

1. Owner must complete a Service Application and Agreement.
2. Copy of the front page of Warranty Deed showing proof of ownership with Volume & Page.
3. A Right of Way Easement Form *completed by all property owners, signed and notarized (must be original.)
4. Cut-Off Valve/Pressure Regulator Notification
5. Copy of plat or survey of property.
6. Two (2) checks payable to MSWSC for amount based on current rates in Tariff for a 5/8" x 3/4" standard meter.
 1. \$7,600.00 - Capital Contribution Fee
 2. \$1,400.00 - Meter, Installation & Membership Fee
 - \$9,000.00 - Total Meter Cost (additional costs for Bore)

Office and field operation hours are Monday thru Friday, 8:00 am - 12 noon.

Operations Manager ~ Sam Tuggle
Office Manager ~ Marla Kassen

*Easement can be notarized at Mountain Springs Water Supply Office.

**P.O.Box 219 • 7131 E. FM 922
Valley View, Texas 76272
Phone 940-637-2219 • Fax 940-637-2531
mountainspringswatersupply.com
mswsc@ntin.net**



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P.O. BOX 219 • 7131 E. FM 922 • VALLEY VIEW, TEXAS 76272

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RUS-TX Bulletin 1780-9 (Revised 5/99)

WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT _____

CURRENT BILLING ADDRESS: _____

FUTURE BILLING ADDRESS: _____

PHONE NUMBER - Home (_____) _____ - _____ Work (_____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

☐ White, Not of Hispanic Origin ☐ Black, Not of Hispanic Origin ☐ American Indian or Alaskan Native ☐ Hispanic ☐ Asian or Pacific Islander ☐ Other (Specify) ☐ Male ☐ Female

AGREEMENT made this _____ day of _____, _____, between

Mountain Springs

Water Supply Corporation,

a corporation organized under the laws of the State of Texas (hereinafter called the corporation) and

_____ (hereinafter called the Applicant

and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and 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 pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member 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 service and cancel the Membership of any Member not complying with any policy or 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. 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 fees 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 delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection 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) 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.

The Corporation shall have the right to locate a water service meter and the 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, and 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 lines 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.

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 customer 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:

- 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 an 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.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

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-connections, 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. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, 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 Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

See sheet E-15 and E-16 of Tariff

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 any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees 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 of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Applicant Member

Application Date

Approved By

STATE OF TEXAS §

COUNTY OF COOKE §

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, husband and wife/a single person (hereinafter referred to as “Grantor”), for and in consideration of the benefits accruing to Grantor as the owner of property benefited by this grant of right of way, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, sells and conveys to the Mountain Springs Water Supply Corporation (hereinafter referred to as “Grantee”) a permanent easement over, upon and across Grantor’s property described in a Deed recorded in Vol._____, page_____ of the Official public Records of Cooke County, Texas, for the purpose of placing constructing, operating, inspecting, repairing, replacing, relocating and removing a waterline or waterlines, and for making connections therewith. The easement hereby granted is a 30 foot wide strip of land, measured from the centerline of the waterline or waterlines, the location of which shall be determined by Grantee as reasonably necessary and convenient for the purposes of easement, (hereinafter referred to as “Easement Property”) together with the right of ingress and egress over the surface of Grantor’s property that is adjacent to the Easement Property as may be reasonably necessary for the easement purposes herein recited. In the event that the easement hereby granted is in the vicinity of a public road, and the county or state widens or relocates the public road, thereby, making it required or advisable to relocate the waterline as installed, Grantor further grants to Grantee an additional easement over and across Grantor’s property for the purpose of relocating the waterline.

Grantor warrants that he is the owner of the property, and binds Grantor and Grantor’s heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This easement is appurtenant to and runs with all or any portion of Grantors land described in the Deed referenced above, and shall inure to the benefit of Grantee and Grantee’s successors and assigns.

In the event of any breach or threatened breach of the Easement by any party or their successors or assigns, and the default or threat continues after the claiming party gives the defaulting party notice of the claim of default and a reasonable opportunity to cure the default (if the default is capable of being cured), then the claiming party may enforce the terms of this Easement by restraining order and by temporary land permanent injunction, prohibiting such breach and commanding the offending party to comply with all the terms of the Easement. Restraining orders and injunctions will be obtainable upon proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or waiver of any other rights or remedies available at law or in equity. Any party who is the prevailing party in any legal proceedings against another party brought under or in connection with this Easement Agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney’s fees, expert fees, and all other litigation expenses.

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice-versa.

This Easement Agreement may be amended, modified, or terminated, in whole or in part, only by the written agreement of the parties, or their successors and assigns.

Date

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

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

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

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

Notary Public, State of Texas

MOUNTAIN SPRINGS WATER SUPPLY CORPORATION

CUT-OFF VALVE INSTALLATION PRESSURE REGULATOR NOTIFICATION

At the time of new installation of Mountain Springs Water Supply Corporation service, a ball valve will be installed for your use in turning your water off and on. This installation is a one-time service and it is understood and agreed that any future maintenance or replacement of the ball valve is the customer's responsibility. If you are applying for re-service where a meter was once installed, you will need to install a ball valve on your side of the meter **BEFORE** we will re-service the meter. **The corporation stop on Mountain Springs WSC's side of the meter is NOT FOR CUSTOMER USE!**

I also understand and agree that it is the customer's responsibility to take necessary precautions to control pressure by installing a pressure regulator, if needed, on the customer's side of the meter. All water passing through the meter will be charged to the customer's account. Please check your meter reading periodically to avoid preventable problems.

Applicant Name

Applicant Signature

Date

RATE SHEET

15. Monthly Charges.

- a. MINIMUM MONTHLY CHARGE, the monthly charge for metered water service, is based on demand by meter size. Each charge is assessed based on the number of 5/8" x 3/4" meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge. Rates and equivalents are as follows:

Meter Size	Equivalent	Rate of Flow	Monthly	Rate Code
5/8" X 3/4"	1.0	10 gpm	\$17.30	1
Churches	1.0	10 gpm	\$5.90	2
1"	2.5	25 gpm	\$35.75	3
2"	8.0	80 gpm	\$114.40	4

- b. GALLONAGE CHARGE - In addition to the Minimum Monthly Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

Rate 1 up to 20,000 @ \$1.90/thou, up to 50,000 @ \$2.90/thou, up to 100,000 @ \$7.30/thou, over 100,000 @ \$12.30/thou

Rate 2 over @ \$1.90/thou

Rate 3 up to 20,000 @ \$1.90/thou, up to 50,000 @ \$2.90/thou, up to 100,000 @ \$7.30/thou, over 100,000 @ \$12.30/thou

Rate 4 up to 20,000 @ \$1.90/thou, up to 50,000 @ \$2.90/thou, up to 100,000 @ \$7.30/thou, over 100,000 @ \$12.30/thou

- 1) The Corporation shall, as required by [Texas Water Code Section 5.701](#), collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to [Section G. 14. Monthly Charges of this Tariff. 30 TAC 291.76\(d\)](#).
- 2) A Water Use Fee of \$.15 per thousand gallons of water used by each Member shall be collected for North Texas Groundwater Conservation District production fee.
- 3) The Corporation, as a part of its billing process, collects voluntary contributions on behalf of the Valley View, Northshore and Indian Creek Volunteer Fire Department.