

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 (512) 856-2488 (Ofc) (512) 856-2029 (Fax)
Coupland, TX 78615
customerservice@manvillewsc.org

<i>Corporate Use Only:</i>	
Account #:	_____
Amount Paid:	_____
Date Paid:	_____

Service Application and Agreement

FORM MUST BE COMPLETED BY PROPERTY OWNER(S) ONLY

- Name(s) on application must be the same as name(s) of purchaser's on Deed of Record.
- Please be sure to initial pages 2 & 3 on the right-bottom sides of both pages.
- Proof of Ownership must be provided with application (Deed of Record).
- Copy of Photo I.D. for each applicant must be provided.
- Original Meter Easement form if service is not in a sub-division (page 5 of application).

TODAY'S DATE: _____

APPLICANT'S NAME: _____
DRIVER'S LICENSE #: Required

CO-APPLICANT'S NAME: _____
DRIVER'S LICENSE #: Required

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS: (once meter is set)

_____	_____
_____	_____
_____	_____

PRIMARY PHONE # _____
CELL PHONE # _____

WORK PHONE # _____
E-MAIL _____

PREVIOUS OWNER'S NAME

PHYSICAL ADDRESS OF PROPERTY (street address, city, subdivision and lot, block numbers)

COUNTY OF PROPERTY: _____ CLOSING/PURCHASE DATE: _____

ACREAGE _____ HOUSEHOLD SIZE (square feet) _____

NUMBER IN FAMILY _____ LIVESTOCK & NO. _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

EQUAL OPPORTUNITY PROGRAM

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

Race/National Origin			Gender		
African American	<input type="checkbox"/>	Caucasian	<input type="checkbox"/>	Pacific Islander/Hawaiian	<input type="checkbox"/>
American Indian/Alaskan	<input type="checkbox"/>	Hispanic	<input type="checkbox"/>	Female	<input type="checkbox"/>
Asian	<input type="checkbox"/>	Other _____ (specify)	<input type="checkbox"/>	Male	<input type="checkbox"/>

AGREEMENT made this _____ day of _____, 20_____, between **Manville 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:

1. The Corporation shall sell and deliver water service to the Applicant and 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 thereby may hereinafter be called a Member.
2. The Member shall provide the Corporation with proof of property ownership in the form of the deed of record that indicates current ownership.
3. Each member shall provide the Corporation with such utility easements as in the judgment of the Corporation may be required to provide continuous and adequate service to all utility ratepayers, and to otherwise meet the utility needs of the Corporation.
4. 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 is on file with the Utility and the Texas Commission on Environmental Quality.
5. The Board of Directors shall have the authority to cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges required by the Corporation's published rates, fees, and conditions of service.
6. Pursuant to Manville's Utility Extension Policy, the Member is responsible for the cost to extend water service, by line extension and/or road crossing, etc., to said property at their expense. The need for extension can be assessed in advance; however, only verification after receipt of the application and the funds guarantees the location of the water service and that no extension is necessary.
7. Applicant further agrees to pay, upon becoming a Member, the monthly charges for water service as prescribed in the Corporation's published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages; the fees previously paid as a Membership fee. In addition to any Membership fees forfeited, the Corporation may assess a lump sum equal to the current price of the meter, installation and inspection 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 Membership fee shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies.
8. The Member in whose name the meter is installed is responsible for all water charges accrued on the water meter. **THIS INCLUDES BILLS FOR RENTERS!**
9. All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or only one (1) business. **Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other person, dwelling, business, and/or property, etc., is prohibited.**
10. 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 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.
11. The Corporation's authorized employees shall have access to the Member's property or premises, service lines and plumbing facilities at all reasonable times for the purpose of inspection to insure compliance with state required Minimum Acceptable Operating Practicing for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or to other unknown water supply.
12. In the event the total water supply is insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Drought Contingency Plan as adopted by the Board of Directors and as specified in the Corporation's Tariff. By execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.
13. The Member shall install at his own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, clean outs, and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation if installed on or after July 01, 1988 but prior to January 4, 2014. Lead content in plumbing installed after January 4, 2014 should be less than or equal to .25% lead content and must be labeled as such. The member shall also install at his own expense the appropriate backflow prevention assembly in accordance with Commission regulations to avoid direct connection between the public drinking water supply and a potential source of contamination. No cross connection between the public drinking water supply and a private water system is allowed.

Initial Here

14. By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line 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.

15. The Member shall grant to the Corporation, now or in the future, any easements or right-of-ways for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

16. By execution of this Service Application and Agreement, Member shall guarantee payment of all other rates, fees, and charges due on any account, for which said Member owns a membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees should give rise to discontinuance of water utility service under the terms and conditions of the Corporation's tariff. **APPLICANT ACKNOWLEDGES THAT NONPAYMENT OF AMOUNTS DUE TO MANVILLE WILL RESULT IN TERMINATION OF MEMBERSHIP AND DISCONNECTION OF THE WATER SERVICE TO MEMBER'S PROPERTY. IN THE EVENT WATER SERVICE IS DISCONNECTED, ALL CHARGES FOR USAGE AND A FEE SET BY MANVILLE IN ITS TARIFF MUST BE PAID BEFORE MEMBERSHIP IS REINSTATED AND SERVICE RECONNECTED.**

17. By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant should constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

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

19. Manville Water Supply Corporation is your **"drinking water"** supplier only. It is your responsibility to make sure you set up sewer service with the provider in your area. In cases of non-payment of sewer services, Manville will at the request of the sewer service provider, discontinue your water service until sewer charges are satisfied. Consult your sewer service provider for details.

20. Under Section 182.052 of the Texas Water Code, you may request that the water utility keep the following information confidential: your address, telephone number, social security number and any information relating to the volume of utility usage or the amounts billed to or collected from you for utility usage.

YES, I wish to have my utility information as described above be considered confidential.

NO, I do not wish to have my utility information as described above be considered confidential.

Applicant/Member _____

Co-Applicant/Member _____

For existing water service;

Members purchasing a home with existing water service must complete this application and return it with proof of ownership and payment for the cost of water service of **\$160.00** within three (3) business days of closing/purchasing property. For proof of ownership, owner needs to provide a copy of the deed of record. ***All required documentation and fees must be received at the Manville WSC office within three (3) business days from transfer of ownership to avoid service interruption.**

For new meter installation, please complete the application and follow these additional instructions: (additional costs will apply)

1. Mark meter location by placing a stake in the ground inside the property line with a sign that reads "Water Meter Here" and your last name. If a meter box is on your property, place the stake by the meter box. **METER SIGNS MUST BE VISIBLE FROM THE ROAD and meter will NOT BE SET if location is not marked.** The estimated time for completion is up to five (5) working days. Estimated times for completion are based on applicants that need water service where a waterline is currently located. If a road crossing or line extension is needed to provide water service, please allow an additional fifteen (15) to thirty (30) working days.
2. Include a map of the service location. If you do not have a map, a drawing is acceptable.
3. Return application along with proof of ownership and a payment for the cost of water service.

NOTE: Upon installation of the meter, you will be billed a monthly base rate of **\$20.12**. Usage is calculated based on a conservation rate schedule. (This minimum monthly cost is for a residential 3/4" x 5/8" meter. Larger or commercial use meters may have a higher monthly charge.) **YOU ARE BILLED A BASE RATE WHETHER YOU USE WATER OR NOT!**

Initial Here

THIS PAGE IS INTENTIONALLY BLANK

METER RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, _____, and _____, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corporation, a Texas Non-Profit 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 use, operate, inspect, repair, maintain, replace, and remove one or more water meters, as requested by Grantee, and such water service and water distribution lines and appurtenances as are reasonably necessary to service the said meter(s), over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____ Page _____, or Instrument # _____, Deed 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 15' in width, and Grantee is hereby authorized to designate the location and course of the easement herein conveyed except that when servicing pipe line(s) is (are) installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

Property service address: _____

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road 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 meter and appurtenant water line as may be necessary to clear the road improvements.

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:

Note: This easement is in addition to and not in lieu of any other easements burdening the subject property for water distribution or service lines, and does not replace same.

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, which ever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20 _____

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he(he)(they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20 _____

(Seal) _____

Notary Public in and for _____ County, Texas

MUST RETURN ORIGINAL FORM FOR FILING

MWSC is an equal opportunity provider and employer