

PO Box 248  
Coupland, Texas 78615



Office - (512) 856-2488  
customerservice@manvillewsc.org

## 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 page 1 & page 2 on the bottom right side of page & sign on page 3
- Proof of Ownership must be provided with application (Deed of Record)
- Copy of Photo I.D. for each applicant must be provided
- Easement may be required; if so Manville will provide applicant the form
- Septic permit & drawings (if applicable)

*Corporate Use Only:*

Account #: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Payment Method: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

**DRIVER'S LICENSE / ID #:** *Required*

CO-APPLICANT NAME: \_\_\_\_\_

**DRIVER'S LICENSE / ID #:** *Required*

PRIMARY PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SECONDARY PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

E-BILL:      YES      NO

BILLING ADDRESS:

**TYPE OF METER**

RESIDENTIAL

COMMERCIAL

AGRICULTURAL

INDUSTRIAL

IRRIGATION

SPRINKLER/IRRIGATION SYSTEM ON-SITE:      YES      NO

PRIVATE WELL ON-SITE:      YES      NO

COUNTY OF PROPERTY: \_\_\_\_\_ CLOSING/PURCHASE DATE: \_\_\_\_\_

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

PREVIOUS OWNER(S) NAME: \_\_\_\_\_

ACREAGE: \_\_\_\_\_

HOUSEHOLD/BUILDING SIZE: (square feet) \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT:

Initial Here



## SERVICE AGREEMENT

**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 is an owner of title to real property or a purchaser under an executory contract for conveyance of real property ("contract for deed"), whose name the meter is installed and who is responsible for all charges accrued on the water meter for service. THIS INCLUDES BILLS FOR RENTERS!
3. 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.
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 Public Utility Commission (PUC).
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 must 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. 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 to serve only one (1) dwelling or one (1) business. Pursuant to 16 Tex. Admin. Code § 24.169(a)(4), each residential, commercial, or industrial service connection must have its own meter. Extension of pipe(s) or hose(s) 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.
9. 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 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.
10. 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.
11. Members are required to notify Manville of an actual or potential contamination hazard. The Member shall allow the property to be inspected for possible cross-connections and other unacceptable plumbing practices. The Member shall, at his/her expense, properly install, test, and maintain any backflow prevention assembly required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation. Manville will test any unreported and/or suspected contamination hazards at the members' expense; test fee per the Corporation's Tariff, Exhibit B.
12. If Member chooses to install a pressure relief valve or other pressure-reducing equipment on the Member's side of the meter, Member shall be solely responsible for such installation and Member willing assumes responsibility for any or all risks associated with the valve or equipment. Member hereby waives, releases, and discharges the corporation of any and all liability, claims, demands, actions, or rights of action, or damages of any kind related to, arising from, or in any way connected with, Member's installation, maintenance or failure to maintain, inspect, or replace, of a pressure relief valve or other pressure-reducing equipment on Member's side of the meter,
13. 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.

Initial Here



14. 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.

15. 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.

16. Manville requires a member or an applicant to provide notification if a concrete or asphalt driveway is to be installed on the property. Member expressly acknowledges that is a concrete or asphalt driveway is installed over a Manville water line without notifying Manville in writing and paying Manville to encase the water line, a leak repair or other maintenance to the water line may result in damage to the driveway for which Manville will not compensate the member.

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 wastewater service with the provider in your area. In cases of non-payment or failure to set up wastewater services, Manville will, at the request of the wastewater service provider, discontinue your water service until wastewater charges are satisfied. Consult your wastewater service provider for details.

20. Under Section 182.052 of the Texas Water Code, a utility cannot disclose a customer's personal information unless the customer submits a written request for it to be disclosed. Personal information includes a customer's address, phone number, and data about utility usage or billing amounts.

21. 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, INCLUDING A RECONNECT FEE SET BY MANVILLE IN ITS TARIFF MUST BE PAID BEFORE MEMBERSHIP CAN BE REINSTATEDED AND SERVICE RECONNECTED.**

22. To avoid termination of your service for non-payment, you must pay the balance of your account by the due date. Once your service has been terminated; the **FULL account balance must be paid**. Fees must be paid by credit/debit card, cash, cashiers check or money order. **Additional suspension fees will apply. NO PERSONAL CHECKS ACCEPTED.**

23. By submitting this application, Applicant consents to receiving all forms of notice via electronic and other written communications (including but not limited to text messages, emails, automated calls, and telephone calls) relating to Manville's water services. Such communications may include, but shall not be limited to, notices regarding service outages, late payment notices, disconnection notices, and boil water or other public notices.

**\*\*Failure to receive a bill does not exempt you from making your monthly payment or disconnection\*\***

NOTE: Upon installation of the meter, you will be billed the monthly base fee per exhibit A of the Tariff. Usage is calculated based on the conservation rate schedule of the Tariff. **YOU ARE BILLED A MONTHLY BASE FEE WHETHER YOU USE WATER OR NOT.**

Applicant/Member Signature	Co-Applicant/Member Signature
<b>For existing water service, active only;</b> Person(s) purchasing a home/property with existing active water service must complete this application and return it with proof of ownership and other documents stated on page one (1). <b>*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.</b> (An inactive service will be subject to an additional suspension fee). Return the completed application and documents by email to; <a href="mailto:customerservice@manvillewsc.org">customerservice@manvillewsc.org</a> . You will be contacted for payment.	
<b>For new service; after site evaluation or feasibility study completion;</b> Once a site evaluation/feasibility study is completed and you have met all the requirements to apply for service you will be provided with a completion notice/final acceptance letter. Please complete this service application and provide all the documentation stated on the application, including your completion notice or final acceptance letter. Return the completed application and documents by email to; <a href="mailto:customerservice@manvillewsc.org">customerservice@manvillewsc.org</a> . You will be contacted for payment.	