

SERVICE AGREEMENT

1. **PURPOSE:** Crown Mountain Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of the service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public's health and welfare. Each customer must sign this agreement before the Crown Mountain Water Supply Corporation will begin service. In addition, when service to an existing connection has been suspended, transferred or terminated, the water system will not re-establish service unless it has a signed copy of this agreement and all fees have been collected.

When your property was purchased, you signed and agreed to deed restrictions. Part of those deed restrictions included becoming a member of Crown Mountain Water Supply Corporation:

1. **PROPERTY DEED RESTRICTIONS:** Member/Customer agrees to comply with all applicable property deed restrictions pertaining to membership, water usage and consumption, rates and fees, special assessments, debt and collections, discontinuation of service, easements, and all other restrictions that pertain to the herein requested water service.

The complete document of deed restrictions for each subdivision in the service area is listed below and can be located with the member/customer's conveyance documents or at the land records department within the Real County Clerk's Office.

a. Crown Mountain subdivision – *Restrictions, Covenants and Reservation of Crown Mountain Ranch, Unit I*. Recorded in Volume 60, page 579.

b. Oak Meadows Ranch Unit 1 subdivision – *Exhibit A*. Recorded in Volume 34, page 655.

c. Oak Meadows Ranch Unit 2 subdivision – *Covenants, Conditions, Easements and Restrictions of Oak Meadows Ranch Unit II*. Recorded in Volume 87, page 715.

2. **STATE RESTRICTIONS:** The following unacceptable 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 air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drink water supply shall be eliminated at the service connection by the installation of an air gap or reduced pressure-zone backflow prevention device.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or piping fitting which contain more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. Only lead-free piping and fittings are permitted. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3. TEMPORARY CONNECTION FOR CONSTRUCTION: A customer service inspection certificate shall be completed prior to providing continuous water service to new construction. During construction temporary water service can be provided to property owners/members. It must be renewed every six (6) months until construction is complete and a customer service inspection certificate is obtained.

TEMPORARY SERVICE AGREEMENT: *Applicable/ Not Applicable (circle one)*

The following are the terms of the temporary service agreement between Crown Mountain Water Supply Corporation (THE WATER SYSTEM) and (print out on line) _____ (THE CUSTOMER).

- A. The Water System will maintain a copy (digital or hard copy) of this agreement as long as the Customer/ Member and/or the premises are connected to the Water System in a Temporary Service Agreement.
- B. The customer shall allow his property to be inspected during reasonable daylight hours for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent when there is reason to believe that cross-connections or other potential contamination hazards exist and the Customer/Member has been notified.
- C. The Water System shall notify the Customer/Member in writing, by email, by phone, or in person of any cross-connection or other potential contamination hazard which has been identified.
- D. The Customer/Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.
- E. The Customer/ Member's temporary service connection expires on the last day of the month of _____ and must be renewed to continue with temporary water service. Failure to renew the temporary service agreement will result in termination of water service.
- F. Continuous water service will not be provided until a customer service inspection is provided by the Customer/Member.
- G. All Property Deed Restrictions, State Restrictions, Tariff and Policies of the Crown Mountain Water Supply Corporation are in place for temporary service.

4. CUSTOMER SERVICE INSPECTION: A customer service inspection shall be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

Additionally, a customer service inspection shall be completed prior to providing continuous water service to properties with a change of ownership. In the case of a change of ownership, an

executed customer service inspection certificate must be delivered to CMWSC within 90 days of closing on the property to avoid disruption of service. Utility service may be disconnected if the customer service inspection certificate is not received by CMWSC by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

Customer Service Inspections are at the customer's expense and must be scheduled by the customer. The customer is responsible for delivery of a completed inspection certificate to CMWSC mailed to: PO Box 305, Camp Wood, Texas 78833. Customer Service Inspectors may be found at the TCEQ website: http://www.tceq.texas.gov/goto/lic_reg_search

4. **SERVICE AGREEMENT:** The following are the terms of the service agreement between **Crown Mountain Water Supply Corporation** (THE WATER SYSTEM) and (*print out on line*) _____ (THE CUSTOMER).

- A. The Water System will maintain a copy (digital or hard copy) of this agreement as long as the Customer/ Member and/or the premises are connected to the Water System.
- B. The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent when there is reason to believe that cross-connections or other potential contamination hazards exist and the Customer/Member has been notified in writing.
- C. The Water System shall notify the Customer/Member in writing of any cross-connection or other potential contamination hazard which has been identified.
- D. The Customer/Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.

5. **RATE SHEET AND TARIFF:** A digital copy will be provided to the Customer/Member. These are periodically reviewed by the board of Crown Mountain Water Supply and it is the Custom/Member's responsibility to obtain the current Rate Sheet and Tariff for their records.

6. **BY-LAWS:** A digital copy will be provided to the Customer/Member. These are periodically reviewed by the members of Crown Mountain Water Supply and it is the Custom/Member's responsibility to obtain the current By-Laws for their records.

7. **ENFORCEMENT:** If the customer/member fails to comply with the terms of the Service Agreement, the Water System shall, at its option, terminate service. Any expenses associated with the enforcement of the agreement shall be billed to the Customer/Member.

CUSTOMER/MEMBER SIGNATURE: _____
DATE: _____