

**Travis County Municipal Utility District #5
Water/Wastewater Service Application**

Return to: Travis County MUD #5
C/O Crossroads Utility Services
2601 Forest Creek Drive
Round Rock, TX 78665-1232

Work Order #: _____

Today's Date: _____

Applicant's Name: _____

Date to Begin Service: _____

Service Address: _____

Billing Address: _____

Applicant's Phone No. _____

Applicant is: Owner Tenant Other _____

Applicant's Driver's License: _____

Applicant's Employer: _____

Applicant's Social Security No.: _____

Work Phone: _____

Spouse's Name & Work No.: _____

Does Property Have:

Irrigation System Water Softener Pool Spa

The undersigned hereby makes application to Travis County Municipal Utility District #5 for water and wastewater services. We/I understand and agree that we/I will be responsible for all water and wastewater services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's Rules and Regulations regarding utility services. We/I agree to comply with the District's Rules and Regulations and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the Rules and Regulations may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

Signed: _____

House Bill 859 requires "government-operated" Utilities to notify customers of their right to confidentiality. You have the right to request confidentiality of your personal information contained in our records. "Personal information" as defined by the statute means an individual's address, telephone number, or social security number.

Accept

Decline

Signed: _____

For District Use Only

Date of Application: _____

Test and maintenance report.

Security Deposit: _____

Service inspection certification.

Application Fee: _____

Transfer document (builder to owner).

PLEASE FILL IN BLANKS, SIGN, AND RETURN WITH THE SECURITY DEPOSIT FEE

I. PURPOSE

Travis County MUD #5 (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before Travis County MUD #5 will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System will not re-establish service unless it has a signed copy of this Agreement.

II. PLUMBING RESTRICTIONS

The following unacceptable plumbing 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 drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection that allows water to be returned to the public 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 at any connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between Travis County MUD #5 and _____ (the "Customer").

- A. The Water System will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice that has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance shall be provided to the Water System.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer Service Agreement, the Water System shall, at its option, 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 customer.

By: _____
Customer's Signature

Printed Name: _____

Date: _____

**Service Agreement Concerning
Grinder Pump Sewer System for Customer**

This Agreement concerning Grinder Pump Sewer System for Customer Service is entered into by and between **Travis County Municipal Utility District No. 5** (the "District") and

_____ ("Customer") for sanitary sewer service to the property located
at _____ ("Property").

RECITALS

WHEREAS, the District owns, operates and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires Customer's installation of a pressure sewer system commonly known as a grinder pump system ("Grinder Pump") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality ("Commission"); and

WHEREAS, the rules and regulations of the Commission require that the District only allow the use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement; and

WHEREAS, Customer desires to connect to the District's sanitary sewer system to receive sewer service from the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and Customer agree as follows:

1. As a condition and continuation of sanitary sewer service to Customer by the District:
 - a. The District shall have the right for prior approval of the design of the Grinder Pump, including materials and equipment, prior to installation of the Grinder Pump by Customer. It shall be the responsibility of the Customer to obtain from the District's engineer the design requirements for the Grinder Pump for the Property. A specific pump may be suggested by the District's representative upon request by Customer. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the Commission (30 Texas Administrative Code 317.2) for sewage collection systems, as those rules are amended by the Commission from time to time. The final design provided by the Customer shall be submitted to the District's representative at least five (5) business days in advance of desired installation.
 - b. District shall have the right to inspect the installed Grinder Pump prior to initiation of service to the Property. Customer shall give the District at least two (2) business days notice requesting an inspection. Customer agrees to correct any deficiencies.
 - c. District and Customer agree that the Customer shall contract and hereby does contract with the District for the District's representative to maintain and repair the Grinder Pump on behalf of the Customer and Customer shall pay to the District all costs incurred in such maintenance and repair in accordance with the District's Rate Order and Rules and Regulations, as amended from time to time.

- d. Customer agrees that the District shall have the right to stop any discharges from the Grinder Pump in order to prevent contamination of state waters.
 - e. Customer agrees that the District and its representatives shall have the right to enter the Customer's property go operate, maintain and repair the Grinder Pump on behalf of the Customer, as well as to stop discharge from the Grinder Pump in order to prevent contamination of state waters.
2. The District and Customer agree that, although the Grinder Pump is owned by Customer, the Grinder Pump shall be regarded as an integral component of the District's sanitary sewer system and not as a part of the home plumbing for the Property as required by the Rules of the Texas Commission on Environmental Quality.
 3. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in the District's Rate Order and Rules and Regulations or failure of Customer to allow the District and its representatives to enter Customer's property, as set forth in Section 1.e. above, shall be grounds for the disconnection of water and wastewater service to the Property.
 4. This Agreement shall be performable in Travis County, Texas, which county shall be the exclusive place for venue for any disputes arising under this Agreement.
 5. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
 6. This Agreement is not assignable by Customer. Upon termination of service of the Property, any new customer desiring to receive water and/or wastewater service from the District, shall be required to execute their own service agreement.

ENTERED INTO this the _____ day of _____, 20____.

DISTRICT:

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

By: _____
Crossroads Utility Services, L.L.C.
The District's Representative

CUSTOMER:

By: _____

Printed Name: _____