



102 Trophy Drive  
The Hills, Texas 78738  
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### COMMERCIAL SERVICE AGREEMENT

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ START SERVICE DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

CUSTOMER'S BUSINESS NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ALTERNATE NUMBER: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

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

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

Check Applicable Items:  COMMERCIAL

BILLING/NOTIFICATIONS:  EMAIL  MAIL  BOTH

**I. PURPOSE.** The Customer agrees to pay all established rates, charges and fees, and to comply with all rules and regulations of the District now existing or revised. The Hurst Creek Municipal Utility District (the "District") is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions, which are in place to provide the protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

**II. PLUMBING RESTRICTION.** The following undesirable 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 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 airgap or a reduced pressure-zone backflow prevention device.
- 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 0.25% lead may be used for installation or repair of plumbing at any connection, which provides water for human use.
- E. 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.

**III. SERVICE AGREEMENT.** The following are the terms of the service agreement between the District (the Water System) and \_\_\_\_\_ **(the Customer)**

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises practice. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
- B. The Customer shall allow and consents to his property to be accessed for sampling, repairs and maintenance, and inspection for possible cross-connections and other undesirable plumbing practices. These activities requiring Customer property access shall be conducted by the District or its designated agent prior to initiation of service and periodically thereafter as needed. Except in an emergency and with prior notice to Customer, access to Customer property for sampling, repairs, maintenance, and inspection shall be conducted during the district's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connections and other undesirable plumbing practice on his premises.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. Customers shall comply with the current District Water Conservation and Drought Contingency Plan. In the event the total water supply is insufficient to meet all the needs of the Customers, or in the event there is a shortage of water, all Customers are required to comply with any water rationing plan indicated by the District.
- G. The District has adopted the 2018 Edition of the Uniform Plumbing Code (Code)

**IV. ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, 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.

**V. BILLING.** The District uses a one-month billing period. Bills are mailed out around the first week of every month, and are due the last day in which the bill was generated. Failure to pay could result in termination of service. A Customer's obligation to make timely payments for service is not released or diminished because a bill was not received. A \$35.00 charge will be added to the customer's bill for returned checks to cover the District's cost of handling and service may be subject to termination.

**VI. RESTORATION OF SERVICE.** A reconnection fee of \$100.00 is required with all other amounts due before service is restored. In such an event, payment of the amount due must be in the form of cash, money order or cashier's check. Payments must be received during normal business hours for service to be restored. If after disconnection service is restored by anyone other than the District's personnel, the meter will be locked or removed and a fee of \$300.00 will be required before service is restored.

**VII. CUSTOMER SERVICE AND PROTECTION.** Extreme Weather Emergency. The Public Utility Commission adopted new rules regarding disconnections and late fees for nonpayment during Extreme Weather Emergencies based on legislation following the 2021 Winter Storm Uri. Under the new rules, the District is prohibited from disconnecting service or imposing late fees during an extreme weather emergency for nonpayment of a bill that is due during the emergency until after such emergency is over.

Under Section 24.173(b)(1), an extreme weather emergency is defined as a period beginning when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for the area. An extreme weather emergency expires on the second business day in which the temperatures exceeds 28 degrees Fahrenheit. District customers may request a payment schedule within 30 days from the date the extreme weather emergency ends to allow the customer to pay, in one or more installments, an unpaid bill due during an extreme weather emergency after its due date. The provisions of this §24.173 adopted to be effective November 9, 2022, 47 TexReg 7405. Extreme Weather Emergency Notice can be found posted at site of work and on our website at <https://www.hurstcreekmud.org/Faq.aspx?QID=164>

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(digital or physical acceptable)

## Hurst Creek MUD Commercial Payment Guide

### Payment options:

- Online Bill Pay ([www.hurstcreekmud.org](http://www.hurstcreekmud.org)) Click the green button on the front page
- 1. Auto-pay on the due date via Credit/Debit Card or Bank Draft
- 2. Schedule/make one-time payments via Credit/Debit Card or Bank Draft
- 3. Quick Pay option (without logging into your account)

\*Auto pay instructions can be found online under Services > Utility Rates & Billing

- 24/7 phone line 866-398-9456 (have your account number and last payment amount ready - first time customers please use 0.00)
- QR Code on the front of your bill

- Mail check payments to our office:  
102 Trophy Drive  
The Hills, TX 78738

You can also drop payments in our mailbox (stone entrance sign) at the same location or the drop box outside the office door (during business hours)

Call our office during business hours for one-time Credit/Debit Card payments  
512-261-6281 (Monday - Friday 7 AM to 4PM closed for lunch 11AM -12PM)

Customers have access to their water meter at [www.waterscope.us](http://www.waterscope.us) which provides digital reads every 5 minutes. We encourage our customers to sign up for this and set up leak alerts to manage their water usage. (You will need the meter number from your bill to sign up or call our office if you need assistance!)