

## Headwaters Municipal Utility District Water/Wastewater Service Application

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Return to: Headwaters Municipal Utility District  
C/O Crossroads Utility Services  
2601 Forest Creek Drive  
Round Rock, Texas 78665-1232  
Work Order #: \_\_\_\_\_

By Email: [customerservice@crossroadsus.com](mailto:customerservice@crossroadsus.com)  
By Fax: 512-246-1900  
(if faxing, please call 512-246-1400 to confirm receipt)  
Today's Date: \_\_\_\_\_

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Applicant's Name: \_\_\_\_\_ Date to Begin Service: \_\_\_\_\_

Service Address: \_\_\_\_\_ Property Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Property Owner's Address: \_\_\_\_\_

Applicant's Cell Phone No.: \_\_\_\_\_ Property Owner's No.: \_\_\_\_\_

Applicant's Alternate Phone No.: \_\_\_\_\_ Applicant's Employer: \_\_\_\_\_

Spouse's Name & Phone No.: \_\_\_\_\_

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Applicant is:  Owner  Tenant  Other \_\_\_\_\_ (Property managers: provide TAX ID No. here)

The undersigned hereby makes application to Headwaters Municipal Utility District 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: \_\_\_\_\_

Signed: \_\_\_\_\_

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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: \_\_\_\_\_

Signed: \_\_\_\_\_

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**\*\*\*PLEASE SIGN AND RETURN THIS COPY\*\*\***

Headwaters Municipal Utility District Customer Service Agreement

**I. PURPOSE**

The Headwaters Municipal Utility District (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 the Headwaters Municipal Utility District 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 the Headwaters Municipal Utility District 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.
- F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

**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.

Signed: \_\_\_\_\_  
Customer's Signature

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
Customer's Signature

Printed Name: \_\_\_\_\_

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

## GRINDER PUMP SEWER SYSTEM SERVICE AGREEMENT

This **Grinder Pump Sewer System Service Agreement** ("**Agreement**") is entered into by and between **Headwaters Municipal Utility District of Hays County**, a conservation and reclamation district of the State of Texas (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 for the Property; and WHEREAS, the elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires installation of a pressure sewer system commonly known as a grinder pump system ("**System**") in order to transport Customer's sewage to the District's sanitary sewer system; and WHEREAS, the District's sanitary system is regulated by the rules and regulations of the Texas Commission on Environmental Quality ("**TCEQ**"); and WHEREAS, the rules and regulations of the TCEQ require that the District only allow the use of a System by a Customer under terms and conditions set forth in a service agreement; and WHEREAS, in accordance with TCEQ rules and regulations, the District and Customer desire to enter into this Agreement in order to set forth the parties' respective rights and responsibilities as they relate to the System;

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

1. Condition of Service. Customer acknowledges and agrees that the terms and conditions of this Agreement are conditions to initiation and continuation of retail wastewater service by the District to Customer for the Property. Any failure by the Customer to comply with its obligations under this Agreement, or to otherwise comply with the terms of this Agreement, may result in immediate termination of water and wastewater services by the District to the Property.
2. Design of Grinder Pump System.
  - a. Customer agrees that it must secure approval of the District for the design of the System, including size, materials and equipment, prior to installation of the System by Customer. It shall be the responsibility of the Customer to obtain from the District's Operator the design requirements for the System. A specific pump may be specified by the District's representative. The design requirements shall be determined by the District's representative and shall be in accordance with the rules of the TCEQ (30 Texas Administrative Code Chapter 217) for sewage collection systems and the District's rules and regulations, as all such rules and regulations are amended 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 date of installation.
  - b. The System must include a backflow or backwater prevention device of a type approved by the District and an operable ball valve on the force main at the point of intersection with the District's wastewater system, which point of intersection must be located within a public utility easement, public right-of-way, or easement dedicated to the District.
3. Purchase and Installation.
  - a. Customer shall be responsible for purchase and installation of the System at Customer's sole cost and expense. All such installation shall be performed by a licensed plumber in accordance with the laws of the State of Texas.
  - b. Customer shall be responsible for providing power to the System and for all costs associated therewith.
  - c. Customer acknowledges and agrees that its failure to properly install and maintain the System can cause odor problems and pump malfunctions which can lead to costly backups, overflows and public health issues.
4. Ownership. Customer shall own the System, and shall be solely responsible for any and all damage and liability relating to, or arising out of, the System. The Customer shall own all yard lines, service lines, the System and all other facilities and equipment located on the Customer's side of, and including, the backflow prevention device installed by Owner as part of the System. The District shall own all facilities and equipment located "downstream" of the backflow prevention device as part of the District's wastewater system.
5. Compliance with Rules and Regulations. Customer agrees to comply with all rules and regulations of the District concerning the design, installation and operation and maintenance of the System as set forth in the District's Rate Order and Rules and Regulations, as amended from time to time.
6. Access and Inspection.
  - a. An authorized representative shall inspect the installed System prior to initiation of service to the Property. Customer shall give the District at least two (2) business days' prior notice requesting an inspection. Customer agrees to correct any deficiencies prior to commencement of service. Customer shall pay an inspection fee for each inspection in the amount set forth in the District's Rate Order, as amended from time to time.
  - b. Customer hereby authorizes the District and its authorized representatives to enter the Property at any time in case of an emergency, and at other reasonable times in the event of a non-emergency, for purposes of inspecting, testing, operating, maintaining, repairing or replacing the System or any components thereof.
7. Electric Service. The System will be powered by Customer's electrical service. In the event that power service to the System is disrupted, Customer is solely responsible for taking measures to prevent the backup of wastewater on or from the Property.

8. Operation and Maintenance.

- a. Customer shall be responsible for operation, maintenance, repair and replacement of the System, and all costs associated therewith. The facilities for which Customer is responsible include the backflow prevention device and all other facilities and equipment located on the Customer's side of the backflow prevention device. The District shall be responsible for operation and maintenance of the District's wastewater system, which consists of all facilities located on the District's side of the backflow prevention device installed by the Customer as part of the System.
- b. All repairs and maintenance to the System undertaken by or on behalf of the Customer shall be performed only by a licensed plumber.
- c. In the event of failure of the System or if any discharge from the System interferes with, or threatens to interfere with or adversely impact the hydraulics or proper operation of the District's wastewater collection system, compromises or threatens to compromise the integrity of the District's wastewater system, or potentially contaminates the waters of the State of Texas, as determined in the sole discretion of the District, then an authorized representative of the District may require the Customer to immediately repair or replace the System, or any component thereof.
- d. Customer agrees that the District and its representatives shall have the right to enter the Property to operate, maintain, repair and replace the System, or any component thereof, on behalf of the Customer. Customer is responsible for all costs and expenses incurred by the District in connection with repair or replacement of the System. Such costs may be added to Customer's monthly bill for water and sewer services, or may be separately invoiced. Failure to timely pay such bill in full may result in immediate termination of water and sewer services to the Property.

9. Enforcement.

- a. Unauthorized Discharges. Customer agrees that the District shall have the right to stop any discharges from the System in order to prevent contamination or threatened of the waters of the State of Texas.
- b. Fines and Penalties. Bypassing required alarms and controls is a violation of the state law and may lead to criminal prosecution or fines on the Owner levied by the TCEQ. Violation of the District's rules and regulations relating to the System may result in civil penalties by the District for violation of the District's rules.
- c. Remedies. The District shall have available all remedies at law and in equity to enforce the terms of this Agreement. In the event the District prevails in any proceeding, Customer shall be responsible for payment of all costs and expenses incurred by the District in connection with enforcement, including reasonable attorneys' fees.
- d. Termination of Service. Customer agrees that upon any violation of the terms of this Agreement by Customer, including failure to timely pay in full for any costs incurred by the District payable by the Customer hereunder, the District shall have the right to terminate water and wastewater services to the Property.

10. Indemnification. **CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS INCURRED BY THE DISTRICT ARISING OUT OF OR RELATING TO THE BREACH BY CUSTOMER OF THIS AGREEMENT, OR THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE GRINDER PUMP SYSTEM.**

11. Miscellaneous.

- 1. Venue. This Agreement shall be performable in Travis County, Texas, which county shall be the exclusive place for venue for any disputes arising under the Agreement.
- 2. Amendments. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
- 3. Assignments. This Agreement is not assignable by Customer. Upon termination of service to the Property, any new customer desiring to receive water and/or wastewater service from the District shall be required to enter into a new service agreement.
- 4. Severability. If any terms or provisions set forth in this Agreement shall be held invalid as to any court or agency of appropriate jurisdiction, then remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ENTERED INTO this the last date of execution below.

**DISTRICT: HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY  
and CUSTOMER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**PLEASE READ, SIGN, AND RETURN WITH YOUR APPLICATION**



2601 Forest Creek Drive  
 Round Rock, Texas 78665  
 512.246.1400

November 2019

New Customers  
 Headwaters Municipal Utility District  
**RE: Rates and Usage- New Construction**

Dear Customer:

Headwaters Municipal Utility District -The MUD’s responsibility is to serve and distribute water, wastewater, solid waste, and storm water in these neighborhoods. The Mud levy’s a tax rate for debt service for the system and operation and maintenance of the system.

Also, as a new customer, you need to be aware of your water use that accompanies new sod/grass. Once you establish a start date with this application, Crossroads will make a reading of your meter in person and bill you and your builder accordingly for actual water use during the mid-month billing period for your first month. After that initial month, Crossroads will read your meter each month in person and bill you for water use. In recent months, the MUD has experienced customers not aware of their water usage utilized for their new sod. In some cases, Headwaters Customers were not aware their controllers were setup and using 40,000-60,000 gallons of water per month. In most of these cases this was attributed to the irrigation use of water for new sod. Please be aware that your builder may set up your irrigation controller in order to establish the new sod for your home. If you suspect an issue with watering or would like more information about your controller or water use, please contact your builder directly. It is the responsibility of each homeowner to understand their water use. If you do not have an automatic system, please be aware that you will be billed for water usage after you establish a start date on your account. If your builder is not complete with your landscaping or is planning to install sod after the start date on your account with the MUD, you will be billed for water consumption after your start date.

The MUD has adopted the same retail tiered water rates as its supplier, the West Travis County PUA. Please be aware on water rate includes increasing volumetric tiers. Below is a chart of rates for a typical 5/8” and 3/4” water meter in Headwaters.

Water Base Rate <sup>1</sup>	\$42.00 (5/8")	Wastewater Base Rate	
	\$63.00 (3/4")	\$42.00	
		Wastewater Volume	\$ 2.90

Water rate	Per 1,000 gal.
0-2,000	\$2.76
2,001-5,000	\$4.62
5,001-10,000	\$5.09
10,001-20,000	\$5.86
20,001-25,000	\$7.03
25,001-30,000	\$8.44
30,001-40,000	\$12.66
Over 40,000 gallons	\$19.00

NOTES  
 1. Solid Waste and Recycling Rates included

On behalf of the Board of Directors of Headwaters, we welcome you to the neighborhood!  
 Should you have any questions or concerns, please contact Headwaters MUD operator, Crossroads Utility Services, LLC Monday thru Friday, 8am to 5pm at 512-246-1400 or [customerservice@crossroadsus.com](mailto:customerservice@crossroadsus.com)

Resident Initial(s): \_\_\_\_\_  
 Date: \_\_\_\_\_

# PLEASE READ, SIGN, AND RETURN WITH YOUR APPLICATION

## Wastewater averaging (WWA) - What is wastewater averaging, you ask?

In the winter months the MUD assumes that our water usage is lower than any other time of year -simply because it's cold out and watering our yards is not common during this time. During winter the lawn and landscape isn't growing, it's going dormant. No need to water it at all, just an occasional watering once a month is plenty.

During the indicated month's water consumption is low, the MUD uses these 3 billing cycles (Nov-Dec, Dec-Jan, Jan-Feb) to determine how much you're going to be charged for wastewater (a.k.a. sewer) for the rest of the year. The MUD has no meter on the wastewater line coming out of your house, so we can't see exactly how much water is being put down the drains; we make an educated assumption that all water being used at your house is going down the drain.

Since no water is being used outdoors (Right?? Turn off those sprinkler systems!), then the theory is that all water is being used indoors, for necessary purposes—baths, showers, toilets, sinks, dish and clothes washers, etc.

## Per HEADWATERS MUD Rate Order Winter Averaging is calculated as follows:

- i. **Bills for sewer service shall be computed: (i.) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January and February; or (ii) on the basis of the customer's current monthly water bill, whichever is less; provided, however, any customer who did not have an approved wastewater connection during the prior winter averaging period, shall not be entitled to use the winter usage; or (ii) on the basis of 10,000 gallons of water usage per month, whichever is less.**
- ii. **If a residential customer does not have an acceptable history of water usage during the preceding December, January and February, the customer's monthly sewer bill shall be calculated based upon: (i.) the customer's currently monthly water usage; or (ii.) on the basis of 10,000 gallons water usage per month, whichever is less.**

You now have online access to your hourly water usage information.

As part of our ongoing efforts to improve services to our customers, we are now offering you direct and secure access to your water usage data. The Barton Creek Water Supply Corporation EyeOnWater suite of available tools includes a secure online website to review and analyze your usage patterns. A consumer smartphone app will be made available after the initial online sign-up.

Powered By  Badger Meter

To access your personalized online portal visit:

<https://eyeonwater.beaconama.net/signup>

You will need the following information to register for an online account:

Zip Code  
Account Number or Access Code  
E-mail Address

Resident Initial(s): \_\_\_\_\_

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



## Checklist for New Applicants

(512) 246-1400

**Office Address:** 2601 Forest Creek Dr Round Rock, TX 78665

**Mailing Address:** PO Box 4901 Houston, TX 77210-4901

Hours: Monday – Friday 8 am to 5 pm

**Emergency Services 24/7 (512) 246-1400**

[www.crossroadsus.com](http://www.crossroadsus.com)

### Application:

Please complete pages 1-6 of the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to [customerservice@crossroadsus.com](mailto:customerservice@crossroadsus.com), or fax to 512-246-1900. Please call 512-246-1400 after submitting your application to pay the deposit and administrative fee.

- Page 1- Service Application **(signed)**
- Page 2- Customer Service Agreement **(signed)**
- Page 3-4 Grinder Pump Agreement **(signed)**
- Page 5 Rates and Usage – New Construction **(initial)**
- Page 6 Wastewater Averaging and Electronic Meter Information **(initial)**
- Copy of driver's license** or government ID for all signers
- Security Deposit & Applications Fee (call for amounts and pay over the phone with debit/credit card)



## Important Information For New Utility Customers

(512) 246-1400

PO Box 4901

Houston, TX 77210-4901

Hours: Monday – Friday 8 am to 5 pm

**Emergency Services 24/7 (512) 246-1400**

[www.crossroadsus.com](http://www.crossroadsus.com)

Welcome to Headwaters Municipal Utility District,

You have recently opened your utility account and we want to provide you information about your utility billing services. Crossroads Utility Services, LLC manages the water and wastewater systems and the utility billing activities of Headwaters Municipal Utility District.

The utility bills for Headwaters Municipal Utility District have a due date of the 20TH every month. If the due date falls on a holiday or weekend, the due date is extended to the next business day. Bills paid after 5pm on or after the due date are subject to a 10% late fee. All payments are posted to your account the business day the payment is received. Your water will be disconnected if your bill is in arrears upon notice and in accordance with Headwaters Municipal Utility District policies.

**Payments:      There are several options for paying your utility bill.**

1. **Walk-in Payment** at our Office, Monday thru Friday from 8 am to 5 pm (closed most federal holidays). We accept cash, checks, money orders, cashier checks, and all major credit cards. Our office is located at 2601 Forest Creek Drive, Round Rock, TX 78665.
2. By **Mail**, with check or money order, and your payment will be credited the day that we receive it. Please write your entire 15 digit account number on the check or money order. Please send payment payable to Headwaters Municipal Utility District PO Box 4901 Houston, TX 77210-4901. Your account number is located on your billing statement.
3. By **Phone**, with any major credit or debit card. There is a 5% credit card processing fee any time debit or credit card is used in this district. You may also set up automatic monthly payments with your credit or debit card by phone. The same 5% fee applies with autopayment.
4. Our **Website** 24/7 at [www.crossroadsus.com](http://www.crossroadsus.com) with any major credit card or checking account. Payments will be posted next business day. Please click on the "Pay my Bill" tab. You may also set up automatic monthly payments with your credit or debit card by using the website. There are no fees for payments made on the website.
5. **Automatic Draft** Please mail in or bring in a copy of a VOIDED bank check along with your bill stub. The back of your bill stub has our reoccurring monthly auto-draft agreement that needs to be completed with the voided check. There is a \$1.00 charge each time for ACH payments.
6. By **QR Code** There is a QR code located at the bottom of your bill. After downloading a free QR reader application, you may then scan the bar code with your smart phone and follow instructions to complete your payment.
7. Your bank's **Online Bill Pay Service** If you use your bank's online bill pay company, it is critical that the full 15 digit account number found on your bill is clearly shown on the check to ensure your payment is posted promptly and correctly to your account. Please allow 7-10 business days to ensure your payment is received before your due date. Please send payment payable to Headwaters Municipal Utility District PO Box 4901 Houston, TX 77210-4901.