

**Buena Vista-Bethel Special Utility District**  
**312 S. Oak Branch Road, Waxahachie, Texas 75167**  
**972-937-1212**  
**BVBSUD.com**

**Required Documents**

- BVBSUD Application
- Proof Ownership or Lease
- Legal Photo I.D.
- Deposit Check/Money Order

**Service Application and Agreement**

|   |                     |              |
|---|---------------------|--------------|
| TODAY'S DATE:   | OWN:                | RESIDENTIAL: |
| REQUESTED START DATE:   | RENT:               | COMMERCIAL:  |
| SERVICE ADDRESS:  |                     |              |
| BILLING ADDRESS (if different):   |                     |              |
| APPLICANT'S NAME:   | DRIVER'S LICENSE #: |              |
| E-MAIL ADDRESS:   | PHONE #:            |              |
| <b>CO-APPLICANT INFORMATION</b>   |                     |              |
| CO-APPLICANT'S NAME:  | DRIVER'S LICENSE #: |              |
| E-MAIL ADDRESS:   | PHONE #:            |              |
| <b>LANDLORD INFORMATION</b>   |                     |              |
| NAME:   | ADDRESS:            |              |
| E-MAIL ADDRESS:   | PHONE #:            |              |
| <b>SIGNATURES</b>   |                     |              |
| By signing this agreement Applicant agrees that all information is true and correct. Any misrepresentation of the facts by the Applicant on this Service Application and Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies. |                     |              |
| Customer Signature:   | Date:               |              |
| Co-Customer Signature:  | Date:               |              |
| District Witness:   | Date:               |              |

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This agreement is made on \_\_\_\_\_ (date) between \_\_\_\_\_ ("Customer") and Buena Vista-Bethel Special Utility District (the "District"). The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before service is provided to the Customer.

The District agrees to provide retail water utility service to Customer at \_\_\_\_\_ ("Property") and Customer agrees to pay all applicable fees for such service in accordance with the Rate Order of the District, as amended.

All bills shall be due and payable upon receipt and are past due beyond the due date indicated on the bill (15th of each month), after which time a penalty of \$25.00 shall be assessed. A second notice will be sent showing any late charges incurred and you will be given 10 (ten) days to pay from the original due date. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District by 5:00pm on the due date. Meter will be locked for nonpayment all amounts owed to the District in association with the subject account plus a delinquent fee of \$60.00. Water service will be restored to disconnected accounts only upon payment of all amounts due to the District with check, money order or credit card during normal business days of the District, Monday through Friday, 8:00 am to 5:00 pm, subject to the holiday schedule.

All water furnished by the district shall be metered by meters installed, maintained and owned by the district. Once installed, the meter may not be transferred or relocated, except by the District's authorized personnel. The meter and connection are for the sole use of the Customer and is to provide service to only (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or sub meter water to any other person, dwelling, business or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03. In the event any meter shall be used to furnish water other than to one single family residence, the District shall notify the Customer (and Tenant, as applicable) to comply with the District's policy, and if there is failure to comply at once, the District shall disconnect said meter and refuse to furnish water service until satisfactory evidence is furnished to the Board of Directors demonstrating Customer's compliance with the District's policies and the appropriate Reconnection Fee is paid to the District.

As a condition of service, the Customer agrees that the Customer and all persons or entities owning an interest in the property served by the meter will execute before a notary public the District's standard waterline easement. Customer understands and acknowledges that the District is under no obligation or liability to look for any water leaks occurring on Customer's property and the District may not know when or if a leak is on said property.

The District shall have the right to select the location of the water service meter, pipe and appurtenant equipment on Customer's property necessary to connect Customer to the District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the

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furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

Damage to the District's equipment (meter, endpoint, meter box, etc.) may result in repair or replacement fees charged to the customer.

Customer agrees to pay any applicable service trip charges and understands that these charges must be paid with the next monthly utility service bill or services will be disconnected in accordance with the District's Rate Order.

In the event the total water supply shall be insufficient to meet all of the needs of the Customers and users or in the event there is a shortage of water, the District will implement its **Water Conservation and Drought Contingency Plan**.

#### **CROSS CONNECTION CONTROL & CSI/BACKFLOW**

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This Agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

1. 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 assembly.
2. 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 assembly.
3. All Industrial and Commercial customers will install a Backflow Device at the meter. Upon completion of construction, Buena Vista-Bethel Special Utility District will require a CSI (Customer Service Inspection) to identify any other possible cross connections. Backflow Device must be tested when installed and tested annually by a certified inspector.
4. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
5. 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 which provides water for human consumption after January 4, 2014. Plumbing installed on or after January 4, 2014 may not contain more than 0.25% lead content.

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6. No solder or flux which contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

7. All irrigation systems must have a proper backflow prevention device installed and tested.

The Customer agrees to permit their property to be inspected for possible cross-connections, potential contamination hazards, multiple connections on a single meter, and illegal lead materials. 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, except in emergencies. [30 TAC § 291.81 (a)(2)]

The District shall notify the Customer in writing of any cross-connections or other potential contamination hazard which has been identified during the initial or the periodic re-inspection. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises. The Customer shall, at his/her 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 as required.

If the Customer fails to comply with the terms of this 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.

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Service Applicants and Homeowners please check all that apply:

|   |                                       |                                    |
|---|---------------------------------------|------------------------------------|
| Proposed Use of Property: Residential___ Commercial___ Agricultural___ Other_____               |                                       |                                    |
| Manufactured home (mobile home): _____ Site Built Home: _____<br>Year built/manufactured: _____ |                                       |                                    |
| Do you have any plans to renovate/remodel?  | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| Is there a well on the property?  | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| If yes, do you plan on using the well?  | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| Will there be livestock on the property?  | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| Will there be a water trough?   | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| If yes, how will it be filled?  | Automatic<br><input type="checkbox"/> | Manual<br><input type="checkbox"/> |
| Is there a swimming pool on the property?   | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| If yes, how will it be filled?  | Automatic<br><input type="checkbox"/> | Manual<br><input type="checkbox"/> |
| Is there an irrigation/sprinkler system on the property?  | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |
| Do you plan on installing or replacing an irrigation/sprinkler system on the property?          | No <input type="checkbox"/>           | Yes <input type="checkbox"/>       |

By signing this agreement, the Customer agrees to comply with the terms of this Agreement and the District's Rate Order, if the Customer fails to comply with the terms, the District shall, at its option, terminate service.

The District's Rate Order is available at [www.bvbsud.com](http://www.bvbsud.com)

|       |                        |
|-------|------------------------|
| Date: | Customer Signature:    |
| Date: | Co-Customer Signature: |

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| <b>COST OF SERVICE NOTICE</b>   |                   |                 |
|---|-------------------|-----------------|
| <p>The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the Deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your Deposit to the final bill and refund the difference.</p> |                   |                 |
|   | Deposit           | <b>\$200.00</b> |
|   | Activation Fee    | <b>\$101.00</b> |
|   | <b>TOTAL</b>      | <b>\$301.00</b> |
|   | CUSTOMER INITIALS |                 |

**I have been informed to sign up for BVBSUD alerts for information regarding the water system.**

\_\_\_\_\_

CUSTOMER INITIALS

**The Customer understands that prior to the installation or replacement of an irrigation system on the Property, the Customer must submit an irrigation system plan and obtain the District's written approval of such plan. The customer further understands that failure to obtain prior written approval for the installation of an irrigation system will result in substantial penalties being assessed by the District.**

**Upon construction completion, TCEQ requires a customer service inspection of the premises to identify potential sources of contamination.**

\_\_\_\_\_

CUSTOMER INITIALS

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District Policy

1. Water bills are mailed out on the last working day of the month and are due on the 15<sup>th</sup> of each month.
2. If your water bill is unpaid by the 15<sup>th</sup>, a penalty of \$25.00 will be charged for late payment. A second notice will be sent showing a late charge and you will be given 10 (ten) days to pay from the original due date. Payment for utility service is delinquent if the full payment, including late fees, is not received at the District by 5:00pm on the due date. Meter will be locked for nonpayment and all amounts owed to the District for account plus a delinquent fee of \$60.00 will be applied to account. Water service will be restored to disconnected accounts only upon payment of all amounts due to the District with check, money order, debit or credit card during normal business days of the District, Monday through Friday, 8:00 am to 5:00 pm, subject to the holiday schedule.
3. Payments by check or money order are accepted at the District Office between 8:00 am and 5:00 pm, Monday through Friday (subject to holiday schedule) or in the water payment drop box located in front of the office. If you mail your money order or check, it must be post dated on or before the 15<sup>th</sup> of the month. You may pay with debit or credit card by signing up for an online account, visit our website BVBSUD.com for more details. You may also call 469-553-0715 and pay with debit or credit card by phone.
4. Service Trip Fee. The District shall charge a trip fee of \$60.00 during office hours for any service call or trip to customers tap as a result of a request by the Customer or resident (unless the service call is in response to damage of the District's or another customer's facilities)

**Visit our website to sign up for alerts**

**BVBSUD.com**

Rate Schedule (5/8" x 3/1-" meter) standard service

Base Rate \$47.41 zero gallons

|                   |                        |
|-------------------|------------------------|
| 0-5,000 GAL       | 5.90 per thousand gal  |
| 5,001-10,000 GAL  | 6.78 per thousand gal  |
| 10,001-20,000 GAL | 7.80 per thousand gal  |
| 20,001-30,000 GAL | 8.98 per thousand gal  |
| 30,001 +GAL       | 10.32 per thousand gal |

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*For office use only*  
Acct # \_\_\_\_\_  
Completed: \_\_\_\_\_

Electronic Funds Transfer (EF) Authorization

Contract Information

Account Holder Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Bill Payments

- Monthly (draft is between the 10<sup>th</sup> – 12<sup>th</sup> of each month)
- Minimum \$200.00
- No maximum
- We will only draft your amount owed, if bill is more than the maximum allowed, your bill will not draft and you will have to make an alternative payment.

Maximum payment amount authorized

\$ \_\_\_\_\_

Bank Account Information

Financial Institution Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Authorization

By signing this form, I (the bank account owner) understand and accept these terms and conditions:

- You will withdraw the scheduled bill payment from my account.
- You will only consider a bill paid if a draft is honored by my financial institution.
- You may discontinue withdrawals at any time and bill me directly.
- I must contact you at least three business days before a scheduled withdrawal to change or cancel this authorization.

Signature of bank account owner:

\_\_\_\_\_

Date:

\_\_\_\_\_

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Texas Commission on Environmental Quality  
**Customer Service Inspection Certificate**

|                      |                 |
|----------------------|-----------------|
| Name of PWS:         | BUENA VISTA SUD |
| PWS ID #:            | 0700037         |
| Location of Service: |                 |

| Reason for Inspection:   |                          |
|--|--------------------------|
| New construction   | <input type="checkbox"/> |
| Existing service where contaminant hazards are suspected                 | <input type="checkbox"/> |
| Material improvement, correction or expansion of distribution facilities | <input type="checkbox"/> |

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

| Compliance               | Non-Compliance           |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.               |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.   |

I further certify that the following materials were used in the installation of the private water distribution facilities:

|                |                               |                                    |                                       |                                |
|----------------|-------------------------------|------------------------------------|---------------------------------------|--------------------------------|
| Service lines: | Lead <input type="checkbox"/> | Copper <input type="checkbox"/>    | PVC <input type="checkbox"/>          | Other <input type="checkbox"/> |
| Solder:        | Lead <input type="checkbox"/> | Lead Free <input type="checkbox"/> | Solvent Weld <input type="checkbox"/> | Other <input type="checkbox"/> |

|          |  |
|----------|--|
| Remarks: |  |
|          |  |
|          |  |

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

|                             |  |                       |   |
|-----------------------------|--|-----------------------|---|
| Signature of Inspector:     |  | License Type:         |   |
| Inspector Name(Print/Type): |  | License Number:       |   |
| Title of Inspector:         |  | Date / Time of Insp.: | / |

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

AFTER RECORDING RETURN TO:  
Whitman Land Group, LLC  
1251 Pin Oak #131-152  
Katy, Texas 77494

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**WATER UTILITY EASEMENT AND RIGHT-OF-WAY**  
(Including a Temporary Easement for Construction)

THAT \_\_\_\_\_ (individually or collectively, "Grantor"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration paid by BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, and to Grantee's successors and assigns, a perpetual and exclusive easement and right-of-way in, under, upon, over and across that certain tract or parcel of land situated in Ellis County, Texas, and described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

Grantee is hereby authorized to designate the course of the easement and right-of-way, which shall be limited to 20-foot-wide strip of land, the center line thereof being the first waterline installed on the Property by Grantee hereunder (the "Easement Property").

The purpose of the perpetual easement is for constructing, installing, replacing, repairing, reconstructing, operating, inspecting, modifying, removing, and maintaining one or more waterlines within the Easement Property, together with all appurtenances thereto, used for the supply and provision of public water utility service to the Property and to other current and future customers of Grantee's water utility system (the "Facilities").

Grantor also grants and conveys unto Grantee a temporary construction easement being additional 5-foot-wide strips of land outside and adjacent to the boundary lines of the Easement Property to accommodate construction equipment, materials, and excavated earth during construction of the Facilities. The temporary construction easement shall terminate upon Grantee completing construction of the Facilities.

Grantee shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted herein including, without limitation: (1) the reasonable right of ingress, egress and regress over and across lands owned by Grantor that are contiguous to the Easement Property only to the extent that the Easement Property is not accessible by using existing public rights-of-way; (2) the right from time-to-time to remove any trees and undergrowth, structures, and other obstructions within the Easement Property which, in the reasonable opinion of Grantee, may be a hazard to the Facilities or which may otherwise unreasonably interfere with the exercise of Grantee's rights hereunder; and, (3) the right to abandon-in-place the Facilities.

Upon completing any construction, maintenance, repairs or other work within the Easement Property, Grantee shall promptly repair any and all damage to the Easement Property or Property caused by such work so as to restore the Property to substantially the same condition it was in prior to the commencement of such work.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not unreasonably interfere with the use or enjoyment of the Easement Property by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and for construction and maintenance of public and private driveways and roads, fences, landscaping, sidewalks, and drainage. Grantor is prohibited from placing or constructing any building, structure, or reservoir upon, over or across the Easement Property without Grantee's prior written consent, which consent shall not be unreasonably withheld.

The provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee. The easement rights of use granted herein are exclusive to Grantee. Grantor covenants that Grantor owns the Property.

TO HAVE AND TO HOLD the Easement Property and the rights appurtenant thereto unto the Grantee until the Facilities are declared permanently abandoned by Grantee, in which event the Easement Property and the rights appurtenant thereto shall terminate and revert to Grantor.

Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the property rights and interests herein granted to Grantee against every person whomsoever claiming or to claim the same or any part thereof.

When context requires it, singular nouns and pronouns include the plural. Any reference to Grantee in this instrument includes Grantee's successors and assigns. Any reference to Grantor in this instrument includes Grantor's heirs, executors, administrators, and successors.

**GRANTOR:**

\_\_\_\_\_  
[GRANTOR NAME]

\_\_\_\_\_  
[GRANTOR SIGNATURE]

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas