

# Bethesda Water Supply Corporation

## SERVICE APPLICATION AND AGREEMENT

### CORPORATION USE ONLY

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
F W Impact Fee: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_  
Book & Sequence Number: \_\_\_\_\_  
Base Map No.: \_\_\_\_\_ Page: \_\_\_\_\_  
Map Number: \_\_\_\_\_  
Line Size: \_\_\_\_\_  
Service Line: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Register Number: \_\_\_\_\_  
Pressure Plane: \_\_\_\_\_  
Date Installed: \_\_\_\_\_

Please Print:      DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS: \_\_\_\_\_ FUTURE BILLING ADDRESS (as of \_\_\_\_\_ date)

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER - Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ WORK (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

MOBILE NUMBER (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ EMAIL \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, county, subdivision with lot, and block number)

\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

\_\_\_\_\_

\_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

\_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

Bethesda Water Supply Corporation, a corporation organized under the laws of the State of Texas hereinafter called the

Corporation) and \_\_\_\_\_ (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein. The Member may either: (1) examine and review the tariff at the Corporation's principal office, located at 509 South Burleson Boulevard, Burleson, Texas 76097, during normal business hours; or (2) submit a written request to the Corporation for a copy of the tariff. Member acknowledges that he/she may be charged for the cost of such a copy, including a reasonable handling fee. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or/and the Corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- 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 proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

\_\_\_\_\_  
Initials

- 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 the installation or repair of plumbing at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to 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 Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members. Properties located within incorporated platted subdivisions with sanitary service may be exempt from this requirement if lot size is less than 1/2 acre or if building line is 25 feet or less. In these instances, Applicant agrees to provide easement for access to metering equipment as determined by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this service application and agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witnessed

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

**RIGHT OF WAY EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (hereinafter called "Grantor" whether one or more), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Bethesda Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual exclusive easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property [including that property's water meter(s) if the easement is located at or near the property line] as well as the Grantee's current and future system-wide customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_ or DI# \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty feet (20') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 20' in width the center line thereof being the pipeline as installed.

During the period of construction of the water pipeline, the easement shall be extended an additional twenty feet (20') in width as shown on Exhibit "A" for a total of forty feet (40'). Upon conclusion of all construction and the restoration of the surface to its preconstruction condition, the construction easement (the extra 20') shall revert to Grantor and shall not be available to Grantee without future consent of Grantor, which consent shall not be unreasonably withheld if the easement is needed for future construction on the water utility facilities.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement for the purposes of accessing the easement in the most efficient and effective manner but not to use Grantor's contiguous property for other purposes; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, services lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state thereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20' in width the center line thereof being the pipeline as relocated.

Grantor shall have the right to construct and maintain a driveway across the easement so long as it crosses the easement at an approximate ninety-degree (90°) angle that does not cover the easement for a protracted or unreasonable distance. Grantor takes this action with the full knowledge and understanding that Grantee may, at some unknown date, with or without advanced notice, have to excavate its water line for maintenance or repair. Thereafter, Grantee shall be charged only with a reasonable duty to restore the drive to a working condition without guarantee or warranty of aesthetic or pre-existing condition.

Grantor shall have the right to erect a fence(s) across the easement for the purpose of containing livestock and domesticated animals. However, if Grantor erects a fence(s), Grantor shall install a gate at each end of the easement (if the total easement exceeds 300 feet or if it crosses a watercourse). These gates may be locked but the locking combinations must be given to the Grantee and not changed without its prior knowledge. The Grantor's water meter shall be located in proximity to a gate for ease of reading if maintained behind the fence. One gate may be replaced by a stile capable of bearing a 300-pound person to be located at the site of the water meter. This requirement for gates and fence stiles may be waived in writing by Grantee on a landowner-by-landowner basis as the property passes in chain of title in recognition of Grantee's above-recited right of access across Grantor's contiguous lands if the waiver does not place an undue burden on meter readers.

The consideration recited herein shall constitute payment in full for all damages sustained by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors, and assigns. The Grantor covenants that he/she/they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. The easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR(S):

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

§  
§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed hereto, and acknowledged to me that he/she executed the same of the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for State of Texas

**EXHIBIT "A"**

CHECK APPROPRIATE DESCRIPTION

1. \_\_\_\_\_ The easement shall be located parallel to and within the first twenty feet (20') of the property line of the encumbered tract based upon that side of the tract fronting \_\_\_\_\_

OR

2. \_\_\_\_\_ The easement shall be located across the encumbered tract based upon the surveyed metes and bounds, which is attached hereto as Exhibit "B". Grantor shall be responsible for payment of any survey obtained in connection with this agreement.

OR

3. \_\_\_\_\_ The easement shall be located on a strip of land across the encumbered tract, twenty feet (20') in width, with the beginning of the strip being located near the \_\_\_\_\_ (describe landmark).

**Attach Exhibit "B"** (legal description of property)

**Utility Easement**

TO

Bethesda Water Supply Corporation  
509 S. Burlison Blvd.  
Burlison Tx 76028

after recording return to:

Bethesda Water Supply Corporation  
PO Box 130  
Burlison Tx 76097-0130

# BETHESDA WATER SUPPLY CORPORATION

509 S BURLESON BLVD  
BURLESON, TX 76028

PHONE (817) 295-2131  
FAX (817) 447-9370

P.O. BOX 130  
BURLESON, TX 76097

## Reduced Pressure Principal Backflow Prevention Assembly Requirements

Landscape irrigation systems on property that have **On-Site Sewage Facilities** (such as a septic tank or aerobic system) are considered a health hazard cross-connection to the water system due to the potential of backflow from the sprinkler heads entering the public water supply. The Texas Commission on Environmental Quality (TCEQ) requires the installation of a **Reduced Pressure Principal Backflow Prevention Assembly (RP)** on irrigation systems that have on-site sewage facilities, chemical injection, or an additional water source.

	<b>Texas Administrative Code</b>
<u>Title 30</u>	Environmental Quality
<u>Part 1</u>	Texas Commission on Environmental Quality
<u>Chapter 344</u>	Landscape Irrigation
<u>Subchapter E</u>	Backflow Prevention and Cross-Connections
<u>Rule § 344.51</u>	Specific Conditions and Cross-Connection Control

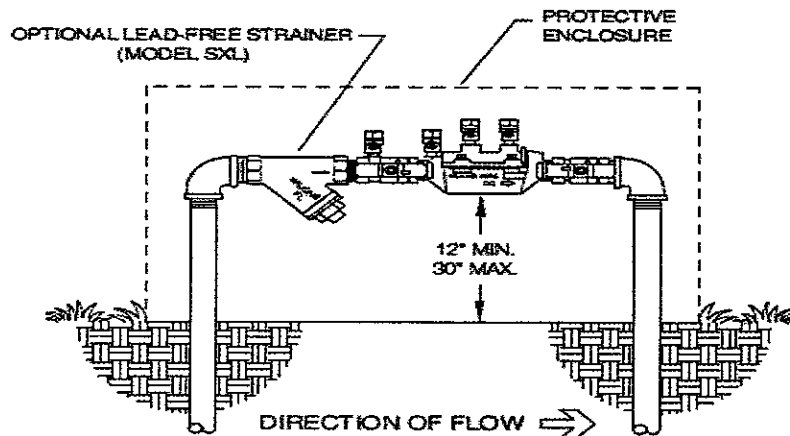
Existing irrigation systems installed when Double-Check Valve Assemblies were allowed will require a RP be installed after major irrigation system maintenance, alteration, repair, or service is performed.

All backflow assemblies are required to be tested when installed by a licensed backflow prevention tester. If a health hazard exists, the device must be tested annually thereafter. Original test results shall be provided to Bethesda Water Supply Corporation.

### **IMPORTANT NOTICE**

**A dual check/backflow assembly valve installed at the meter in the service line serving a residence creates a closed system. It is necessary that all water heaters have a working pressure relief valve (pop-off valve) and/or a thermal expansion tank to guard against damage from high pressure created by thermal expansion.**

All backflow assemblies are required to be tested when installed by a licensed backflow prevention tester. If a health hazard exists, the device must be tested annually thereafter. To schedule a backflow inspection, you must contact SC Tracking at (866) 232-0174 or at [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com). Original and annual backflow test results shall be submitted by the tester to [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com). Bethesda Water Supply Corporation's system ID number is 751214680.



**OUTDOOR INSTALLATION**

Initial \_\_\_\_\_

**BETHESDA WATER SUPPLY CORPORATION**

**509 S BURLESON BLVD  
BURLESON, TX 76028**

**PHONE (817) 295-2131  
FAX (817) 447-9370**

**P.O. BOX 130  
BURLESON, TX 76097**

**Reduced Pressure Principal Backflow Prevention Assembly Requirements**

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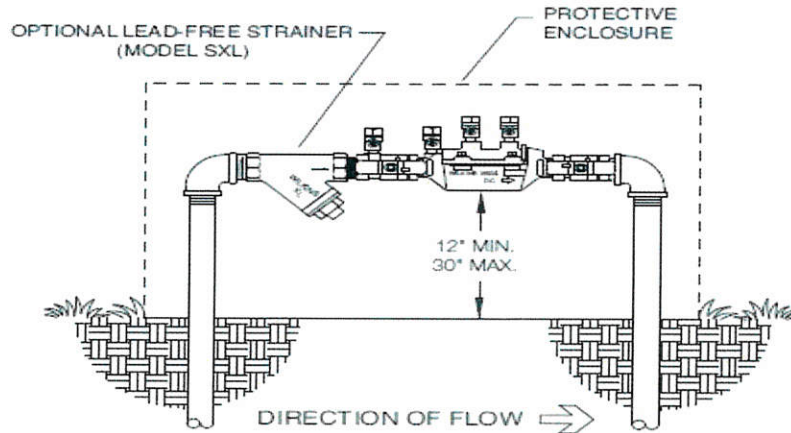
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<u>Title 30</u>	Environmental Quality
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<u>Rule § 344.51</u>	Specific Conditions and Cross-Connection Control

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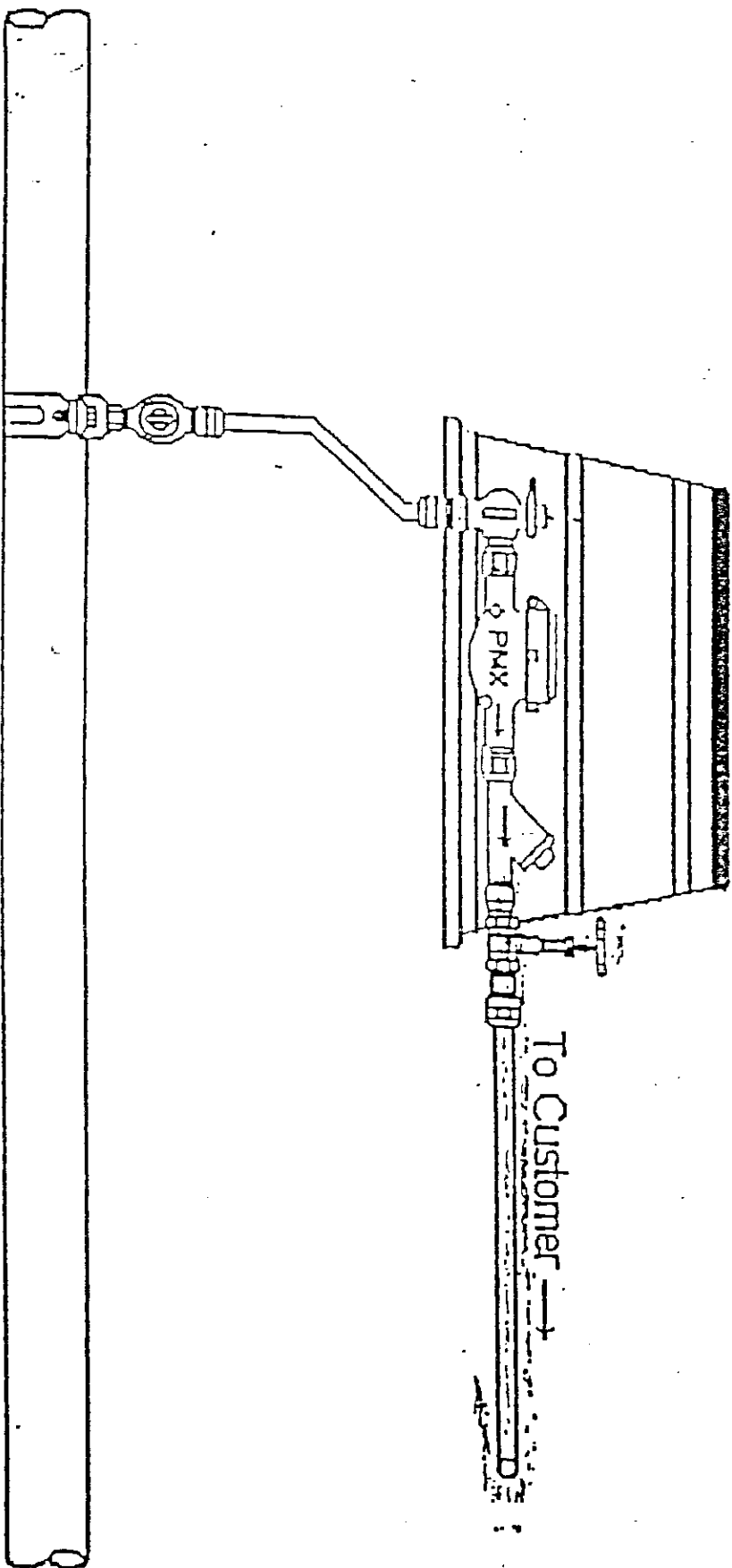
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**OUTDOOR INSTALLATION**

Initial \_\_\_\_\_

# Bethesda Water Supply Corp. Water Service Detail





## BETHESDA WATER SUPPLY CORPORATION -- MISCELLANEOUS INFORMATION

Standard monthly minimum bill is \$18.50 for zero gallons plus:

0 -10,000 gallons is	\$4.25 per 1,000 gallons
10,001 - 20,000 gallons is	\$4.50 per 1,000 gallons
20,001 - 30,000 gallons is	\$4.75 per 1,000 gallons
30,001 - 40,000 gallons is	\$5.00 per 1,000 gallons
Over 40,000 gallons is	\$5.25 per 1,000 gallons

The TCEQ (Texas Commission on Environmental Quality) fee is .005% based on your water billed each month. Your monthly bill is due by the past due date on the bill. If your payment and reading are not in our office by the past due date a penalty of 5% on the late payment (minimum \$1.00) and \$3.00 on the late reading will be charged.

You can pay your bill by phone using credit card or e-check at 1-877-258-9445. You may also pay your bill online at [www.bethesdawatersupply.com](http://www.bethesdawatersupply.com). You may call your reading into 817-295-2131.

It is the policy of our Corporation that each member read and reports their own meter reading monthly. It is very important that we receive a meter reading each month. Your reading is also due by the past due date on the bill. Please record your reading on the space provided on your payment stub and return it with your payment each month. If not read and reported by the past due date, a penalty of \$3.00 will be charged.

### Other fees:

Return check fee \$25.00.

Reconnect fee during regular office hours \$25.00.

Reconnect fee during hours when office is closed \$37.50.

If payment is made to Bethesda's service person, collection or trip fee \$25.00.

If Bethesda's office is called to make payment arrangements after service person has arrived at property location, a \$25.00 trip fee is charged.

If after receiving the past due notice, a payment is made by check, and the check is returned by your bank, the service will be turned off without further notice. The return check fee and the unlock fee will both apply. Cash payment in full for water service up to date, reconnect fee and return check fee will be required to restore service.

According to the Service Agreement & By-Laws of the Corporation, a separate meter is required for each residence, guest home, mobile home, business, apartment and etc. A violation of this requirement can result in the membership being canceled and the Corporation pulling the existing meter.

Tampering with meters can result in forfeiting your water membership. No connections shall exist with private well systems and your water supply lines from Bethesda Water Supply Corporation. Meters will be periodically checked.

The Corporation's cut off valve at the meter is for Bethesda's use to service your meter. You will need to install an "easy to turn wheel type" cut off valve on your side of the meter. This valve will be for your use in case of an emergency or for any reason you may want to turn your meter off.

If you have any questions or need assistance in any way, feel free to contact the office Monday - Friday from 8:00 am to 5:00 pm or if an emergency exist call 295-2131 and if the office is closed, the answering service will take the information and will forward to us. **Bethesda's fax # is 817-447-9370.**

We look forward to serving you and working with you in the future.