

**Buena Vista-Bethel Special Utility District**  
**312 S Oak Branch Rd**  
**Waxahachie, Texas 75167**  
**972-937-1212** **972-937-1242 fax**

# **Service Application**

for

## **Buena Vista - Bethel Special Utility District**

I have been informed to sign up for  
BVB alerts for any information  
regarding the water system.

Thank you,  
BVBSUD

Initial \_\_\_\_\_

Date \_\_\_\_\_

Sign up for alerts at  
[bvbsud.com](http://bvbsud.com)

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FEES - EFFECTIVE APRIL 15, 2022



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**DISTRICT POLICY**

1. Water bills are mailed out on the last working day of each month and are due by the 15th of each month.
2. Water bills are due and payable by the 15th of each month. If your water bill is unpaid by the 15th, a penalty of \$25.00 or five percent (5%), whichever is greater, will be charged for late payment. If you pay your water bill by mail, please include your card and your payment together and mail it to the district office at 312 S. Oak Branch, Waxahachie, TX 75167.
3. Service Trip Fee. The district shall charge of trip fee of \$60.00 during office hours for any service call or trip to the Customer's 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).
4. Payment by check that is returned (insufficient funds) will be charged \$25.00.
5. Payments are accepted at the District Office between 8:00 am and 5:00 p.m., Monday through Friday or in the water payment drop box located in front of the office or through the postal service. Check or money orders are the forms of payments accepted.
6. Trash service is independent from the water service.

Rate Schedule (5/8" x 3/4" meter) standard service

<b>MIN</b>	
	43.00 zero gallons
0-5,000 GAL	5.35 per thousand gal
5,001-10,000 GAL	6.15 per thousand gal
10,001-20,000 GAL	7.08 per thousand gal
20,001 -30,000 GAL	8.14 per thousand gal
30,001 + GAL	9.36 per thousand gal

Bvbsud.com

Go to website and sign up for alerts

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## TCEQ REGULATORY GUIDANCE

Water Supply Division  
RG-219 • May 2008

# One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the water customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

**These rules apply to public water utility:** One meter is required for each residential commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in disruption of

the customary use of the property.[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility approved tariff. (291.89(a)(1))

### These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. 1290.44(d)(4))

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. (290.8J)

### Questions? Contact the Consumer Assistance

group, Water Supply Division, at  
512-239-4691 (fax, 512-239-6145) or by mail  
at this address: Consumer Assistance MC 15TCEQ  
P.O. Box 13087  
Austin TX 78711-3087

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\_\_\_\_\_  
Initial & Date

**THIS COMPLETED DOCUMENT MUST BE RETURNED TO BUENA VISTA-BETHEL S.U.D.**

### **CUT-OFF VALVE RESPONSIBILITIES**

THE DISTRICT SHALL REQUIRE EACH CUSTOMER TO PROVIDE  
A CUT-OFF VALVE ON THE CUSTOMER ' S SIDE OF THE WATER METER FOR  
PURPOSES OF TSOLATING THE CUSTOMER' S SERVICE PIPELINE AND  
PLUMBING FACILITIES.

THE CUT-OFF SHALL BE INSTALLED DIRECTLY AT THE METER ON THE  
CUSTOMER' s **SIDE** OF THE WATER METER.

THE CUSTOMER ' S USE OF THE DISTRICTS ANGLE STOP OR OTHER  
SIMILAR VALVE FOR SUCH PURPOSES IS PROHIBITED.  
ANY DAMAGE TO THE DISTRICT'S EQUIPMENT SHALL BE SUBJECT  
TO SERVICE CHARGES.

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**Buena Vista-Bethel Special Utility District**

**Tariff**  
**Attachment I-A**

**SERVICE APPLICATION AND AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, between Buena Vista-Bethel Special Utility District, a District organized under the laws of the State of Texas (hereinafter referred to as the "District") and (hereinafter referred to as: Customer" or "Applicant"), witnessed:

The District agrees to sell and deliver water to the Customer in accordance with the by-laws, Tariff, terms, conditions, rules and regulations of the District as amended from time to time by the Board of Directors.

The Customer shall pay the District for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the Districts Board of Directors. The minimum rate will apply even though no water is used. As a condition for and prior to initiation of service, Customer agrees to pay the following:

Transfer service is \$151.00 payable by check or money order

- (a) a Customer Account fee of \$50.00, which is not refundable;
- (b) a Security Deposit fee of \$100.00 which will be refunded upon termination of service after all fees and charges owed by Customer to the District have been deducted;
- (c) an Installation Fee, which is not refundable, in an amount to be determined by the District pursuant to its Tariff; and
- (d) such other fees and charges as are required pursuant to the District's Tariff.

Customer will be billed for water charges as per the billing cycle. Payments are due when the bill is received and past due after the due date on the bill. If payment is not received at the Districts office by the due date printed on the bill, a penalty of \$25.00 or five (5) percent, whichever is greater, will be applied to the past due amount and a second notice will be sent showing any late charges incurred. The second notice will allow an additional ten (10) days to pay from the original due date. If payment is not received by the second due date, meters will be locked for nonpayment and all amounts owed to the District in association with the subject account plus a reconnect fee must be paid to the District before the meter is unlocked (\$60.00 reconnect fee during business hours). Business hours are from 8:00 a.m. - 5:00 p.m., Monday through Friday, except for holidays. Special billing arrangements may be made if a customer is disabled or over 60 years of age.

In the event a Customer files with the District a written request for disconnection, his water service shall be disconnected and his obligation to pay for water service shall terminate except

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**Buena Vista-Bethel Special Utility District  
Service Application and Agreement-Continued**

**Tariff  
Attachment I-A  
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for the minimum charge for the current month or the charge for water used during the current month, whichever is greater, and except for any prior unpaid amounts due the District.

In the event a customer should sell the property where the water meter is located, or, if Customer is a tenant, when Customer's lease on the property receiving service expires or is terminated, the Security Deposit shall be refunded after all indebtedness due the District is paid. The new owner or lessee, as applicable, will be required to pay a Security Deposit, a nonrefundable Customer Activation Fee, and any additional or alternative fees provided for in the District's Tariff. Security Deposit is a non-interest bearing Deposit.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or connection is for the sole use of the customer (or his tenant, as applicable) and is to serve water to only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other person, dwelling, business, property, etc. The term "family residence" shall mean a single unit residence under one roof, one unit of a duplex, one unit of an apartment house, one house trailer unit, and one tenant house, shall each be construed to be a separate family residence unit, and each shall require a separate meter. Once installed, the meter may not be transferred or relocated, except by the District's authorized personnel. 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 his Tenant, as applicable) to comply with the District's bylaws, and if there is failure to comply at once, the District shall disconnect said meter and refuse to furnish further water service until satisfactory evidence is furnished to the Board of Directors demonstrating Customer's compliance with the District's bylaws and the appropriate Reconnection Fee is paid to the District.

The Customer shall install at his own expense a service line from the water meter to the point of use, including any service isolation valves and other equipment as may be specified by the District. The use of pipes and pipe fittings or solders and flux that contain lead or any other hazardous substance is prohibited on any plumbing installation or repair of any residential or nonresidential facility providing water either for human consumption or anywhere beyond the District's service tap. The Customer shall not cause or allow a violation of this prohibition.

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

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there is a shortage of water, the District will implement its Emergency Rationing Program as expressed in its Tariff, as may be amended from time to time by the Board of Directors.

The Customer shall hold the District its employees, and agents harmless from any and all claims or demands for damage to real or personal property occurring from the point the user ties onto the District ' s meter to the final destination of the line installed by User. The User agrees to either grant to the District or obtain on behalf of the District an easement of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves, and any other equipment that may be deemed necessary by the District, on such form as is required by the Director.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property for which the Customer requests service at a point to be chosen by the District, and shall have access to the Districts property and equipment located upon Customer' s premises at all reasonable times for any purpose connected with or in the furtherance of business operations or public health and safety, and on the discontinuance of service shall have the right to remove any of the Districts property from the user' s premises. In addition to and in no way limiting the. right of access described above, the district's authorized employees shall have access to the property for which service is requested at all reasonable times for the purpose of making inspections for possible violation of the Districts Tariff, or by-laws and any other applicable laws, rules, regulations, or ordinances.

In the event that the Customer making the Security Deposit and paying the Customer Activation Fee leases or rents his property with the water meter, said Customer guarantees the payment of the water bill and all charges in connection therewith as though said Customer is the user thereof unless and until said Customer requests that service to the property be terminated and all fees and charges owing to the district for that account prior to the termination request are paid in full.

By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by Applicant shall constitute grounds for the district ' s denial or discontinuance of service until such time as the violation is colTected to the satisfaction of the district.

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Cost: \_\_\_\_\_

Work order No: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(If applicable)

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

Phone Number:

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Service Address: Legal Description: \_\_\_\_\_

Previous Owner's Name and Address/Account Number: \_\_\_\_\_

Form of evidence of Applicant's right to occupy and obtain water service for the property:

Special Service Needs of Applicant:

Accepted and Approved: Buena Vista-Bethel Special Utility District

\_\_\_\_\_  
Applicant/Customer

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
Date

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**SERVICE AGREEMENT**

- I. **PURPOSE.** The Buena Vista-Bethel Special Utility 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 this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before Buena Vista-Bethel Special 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 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 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 which allows water to be returned to the public drinking 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 which provides water for human use.
  - E. No solder or flux which contains more that 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

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111. SERVICE AGREEMENT. The following are the terms of the service-agreement between Buena Vista-Bethel Special Utility District (the-District) and \_\_\_\_\_ (the customer),

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow this property to be inspected for possible cross-connections and other undesirable plumbing practices. 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.
- C. The District shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
- 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.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the District 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.

\_\_\_\_\_  
Applicant/ Customer

\_\_\_\_\_  
Company Name (Inapplicable)

\_\_\_\_\_  
Date

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**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential. Subchapter B. 182.052 (a)}

**IS THERE A CHARGE FOR THIS SERVICE?**

Yes. There is a one-time charge of **\$1.00** to cover the cost of postage and implementation, which must be paid at the time of request.

**HOW CAN YOU REQUEST THIS?**

Simply complete the form at the bottom of this page and return it with your check or money order for **\$1.00** to:

Buena Vista-Bethel SUD  
312 S Oak Branch Rd  
Waxahachie, TX 75167-7832

**Your response is not necessary if you do not want this service**

**WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Yes, I want you to make my personal information (address, telephone number, social security number, email addresses, and all water account information) confidential. I have enclosed my payment of \$ 1.00 for this service.

\_\_\_\_\_  
*Name of account Holder*

\_\_\_\_\_  
*Account Numbers*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code, Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT**

**RIGHT OF WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS,** that \_\_\_\_\_  
(Hereinafter called "G grantor"), in consideration of one dollar (\$ 1.00) and other good and valuable consideration paid by **BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT** (hereinafter called "G grantee"), the receipt and sufficiency of which is hereby acknowledged, docs hereby grant, bargain, sell, transfer, and convey to said Grantee its successors, and assigns, a perpetual 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, over and across the land described in **Exhibit "A"** attached hereto, together with the right of ingress and egress over Grantor's adjacent lands for which the above mentioned rights are granted. The permanent waterline easement hereby granted shall be twenty (20) feet 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 twenty (20) feet in width, the center line thereof being the pipeline as installed.

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; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance inspection, operation, protection, repair, alteration, testing, replacement, upgrading relocation, substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service 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 county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer 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 and/or sewer lines 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.

The consideration recite herein shall constitute payment in full for all damages sustained by Grantor 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 the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_ day of \_\_\_\_\_ - 20

**GRANTOR;**

By: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§

**COUNTY OF \_ \_ \_ \_ \_**

§

§

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared, on this day personally appeared \_\_\_\_\_ known to me to be the person\_ whose name\_ is subscribed to the foregoing instrument and acknowledged to me that \_he/they executed the same for purposes and considerations therein expressed and, in the capacity, so stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public in and for the State of Texas

**After Recording, Return To:  
Whitman Land Group, LLC  
1251 Pin Oak #131-152  
Katy, TX 77494**