



Benton City Water Supply Corporation

980FM3175

Lytle, Texas 78052

(830) 709-3254

bentoncity@bentoncitywater.com

CORPORATION USE ONLY

Account Number: _____

Location Number: _____

Cost: _____

Service Inspection Date: _____

Backflow Install Date: _____

SERVICE APPLICATION AND AGREEMENT

NOTE: Accounts can only be established in the property owner(s) name as shown on the Warranty Deed or Deed of Trust. The form must be signed by applicant.

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

BILLING ADDRESS: _____ PHYSICAL ADDRESS (If different from billing): _____

PHONE NUMBER: MAIN:L() _____ ALT:L() _____

EMAIL: _____ BILL PREFERENCE: ☐ Print ☐ E-bill

I consent to receive email communication regarding my account.

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

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring services)

ACREAGE: _____ NUMBER IN HOUSEHOLD: _____

GATE CODE: _____ SQUARE FOOTAGE OF HOUSE: _____

SPECIAL NEEDS OF APPLICANT:

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicant seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino

Race: ☐ White ☐ Black or African American

☐ Not Hispanic or Latino

☐ Asian ☐ American Indian/Alaska Native

☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

AGREEMENT made this ____ day of _____ between
Benton City Water Supply Corporation, a Corporation organized under the laws of the State of Texas (called
the Corporation) and _____ (called the Member).

The Corporation is a member-owned organization that sells and delivers water service to its Members. Membership is established by submittal of required documents and payment of required fees.

Once membership is established, the Member shall purchase, receive and/or reserve water service from the Corporation in accordance with the bylaws and tariff of the Corporation. The Member may request a copy of the Corporation's tariff.

Member further agrees to pay, upon services being set, the monthly charges plus water usage for such services as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages the membership fee.

The Corporation 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 conditions of service. If service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless the Member has complied with all terms and conditions that caused the service discontinuance, all required fees, including any outstanding debts, are paid and it has a current, signed copy of this agreement.

Service Connection

The Corporation has the right to place water service equipment and pipe necessary to connect the service on the Member's property. The Corporation shall have access to its 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 Corporation shall have access to the Member's property during the Corporation's normal business hours 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 Safe Drinking Water Act, Chapter 341 of the Texas Health & Safety Code and/or the Corporation's tariff and service policies. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter.

If not previously provided, Member 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.

If the total water supply is insufficient to meet demands, or in the event there is a shortage of water, whether caused by a natural or man-made condition, the Corporation will initiate the Drought Contingency Plan as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

Restrictions

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The Corporation will enforce these restrictions to ensure public health and welfare. All water shall be metered by equipment furnished, installed, maintained and owned by the Corporation. The following are prohibited:

- Per TCEQ statutes, no more than one (1) residential, commercial or industrial service connection is allowed per meter. Extension of pipe(s) to transfer water service from one property to another, to share, resell, or submeter to any other persons, dwellings including RVs inhabited over 90 days, businesses, or property, etc., is prohibited.
- No direct connection between the public drinking water supply and a potential source of contamination is permitted. All service connections must have an appropriate reduced pressure-zone backflow prevention assembly in accordance with state regulations.
- No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- No pipe, pipe fitting, solder or flux which contains more than 0.2% lead may be used for the installation or repair of any plumbing providing water for human consumption and connected to the public drinking water supply system.

The Corporation shall notify the Member in writing of prohibited practices identified during the initial or subsequent inspection. The Member shall immediately correct any prohibited practices on their premises.

Member Responsibilities

Member guarantees payment of all rates, fees, and charges for their account(s). Member pledges any and all Membership Fees against any balance they owe the Corporation. Liquidation of Membership Fees to pay outstanding balances will cause discontinuance of service under the terms and conditions of the Corporation's tariff.

The Member shall install, at their own expense, service lines from the Corporation's equipment to the point of use. This includes customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation or desired by the Member.

The Member shall, at their expense, properly install, test, and maintain a reduced pressure-zone backflow prevention assembly. Original installation reports, annual testing and maintenance records shall be provided to the Corporation in a timely manner. Failure to comply with this policy shall cause the Corporation to either terminate Member's service or properly install, test, and maintain an appropriate reduced pressure-zone backflow prevention assembly at the Member's expense.

The Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks, tampering by other Members of the Corporation, normal failures of the system, or other events, natural or man-made, beyond the Corporation's control.

The Member agrees that any misrepresentation of the facts by the Member in this agreement and/or non-compliance with the terms of this agreement shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation. Member also confirms that they have received the optional PRY Request form for new services and the BCWSC Meter Set-Up Diagram.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system.

Applicant Member

Date



BENTON CITY WATER SUPPLY CORP.

980 FM3175

LYTLE, TEXAS 78052

(830)709-3254

bentoncity@bentoncitywater.com ~ www.BentonCityWater.com

Partnership

Welcome to Benton City Water. We hope that your experience with Benton City Water is pleasant. We are continuing to ensure the Corporations value and integrity by providing the best customer service to our members by improving the systems accuracy and dependability - to ensure BCWSC members continue to receive the best water available.

Membership

Accounts must be established by the property owner as shown on the Warrant Deed or Deed of Trust.

Renters/Others can be added using the Alternate Billing Agreement. The property owner is liable for all charges regardless of having a renter/other listed. Please make sure you keep your account information current.

You will be given an Account Number and Meter (Location) Number when your account is set up. You must have one of these numbers when contacting the office. Please store them in a convenient location, such as your phone.

Billing Process:

The base residential charge is \$27.16 per month plus water usage, if any. If you are using water and are only billed \$27.16, contact us right away. Members are responsible for their usage even if they are not billed for it. Bills are posted by the 18th and mailed by the 20th. If you do not receive your bill by the 4th, please contact the office. ***Failure to receive a bill does not waive due date and penalties.***

Payments are due the 1st of the month. A grace period until the 15th is given. Payments can be made:

- Online – www.bentoncitywater.com
- Mail, In-person or Drop Box - 980 FM 3175, Lytle TX 78052
- Phone - 830-709-3254, Mon-Fri from 8:00 am to 4:30 pm
- Automatic Drafts (checking/savings or credit/debit) - Sign up online or in-person. Payments draft on the 5th or the next business day.

LATE FEES: A \$15 late fee is added to accounts with a past due balance as of 8:00 am on the 16th of the month.

PAST DUE FEES: A \$30.00 past due fee is added to accounts with a past due balance as of 4:30 on the last business day of the month and the account is put on the Lock Out list.

Lock Out Services and Tampering with Water Services

Accounts on the Lock Out list will be locked at the meter. If the past due amount is paid prior to 4:30 pm Monday through Friday, it will be unlocked the same day. *Technicians do not have access to account information and cannot take or verify an after-hours payment. Those meters will remain locked until the following business day.* A \$250.00 Tamper Fee is charged if you remove a lock, shut off device or tamper with the meter in any way to divert or to bypass service.

Account Changes & Cancellation

Changes to your account - Address, phone, email - must be in writing. Name changes must have documentation which varies so please contact the office.

If you sell your property or no longer want/need service, submit a Member Cancellation form available on our website or at the office. This must be submitted in writing either via email, in person or through our website contact page. I lease note, you are responsible for all charges until we receive your cancellation or the new owner submits their paperwork.

By signing below you agree that you have read and understood the above billing process.

Member

BCWSC Representative

Date

Date

WATER IS LIFE: CONSERVE FOR FUTURE GENERATIONS!

This institution is an equal opportunity provider and employer.



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980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@bentoncitywater.com

PWS: 1630034

CCN: 12578

MEMBER'S NAME: _____

ACCT: _____

MAILING ADDRESS: _____

METER: _____

CITY, STATE ZIP CODE: _____

SERVICES ADDRESS: _____

Re: Request for a Pressure Reducing Valve

This notice is to request that Benton City Water Supply Corporation furnish and install a pressure reducing valve (PRV) at the service location above. This device is provided as a one-time courtesy at no cost to members for new meter installations where the pressure at the connection is over 100 psi. If it is determined that pressure at your location is below 100 psi, we will not install the PRV and you will be notified. It will then be up to you to decide if you want a PRV installed at your expense by a licensed professional or other qualified individual. The state has no high-end pressure requirements for water systems but we must have a pressure higher than 35psi.

You acknowledge that once the PRV is installed, Benton City WSC will not maintain the device. It will become your property and your responsibility to maintain, repair, and/or replace. Benton City WSC's responsibility to own and maintain water supply and metering equipment ends at the meter coupling (located before the Ball Valve). In other words, since the PRV is installed on the member's side of the meter, it is the member's obligation to maintain that device.

The purpose of Benton City WSC is to establish policies covering services, equipment and fees for standard and non-standard water service to its members located within the Corporation's service boundaries. It is Benton City WSC's responsibility to ensure that all of its members are treated fairly and equitably, and without preferential treatment.

Member Acknowledgement

The above named member, understand the installation of a pressure reducing valve (PRV) is a one-time option available when the meter is set and that Benton City WSC will furnish and install the device at their expense. I understand that once installed, it becomes my property and I am responsible for its maintenance. I understand that if the pressure is below 100 psi at my location a PRV will not be installed by Benton City WSC, but can be installed at my expense.

Member's Acceptance _____ Date _____

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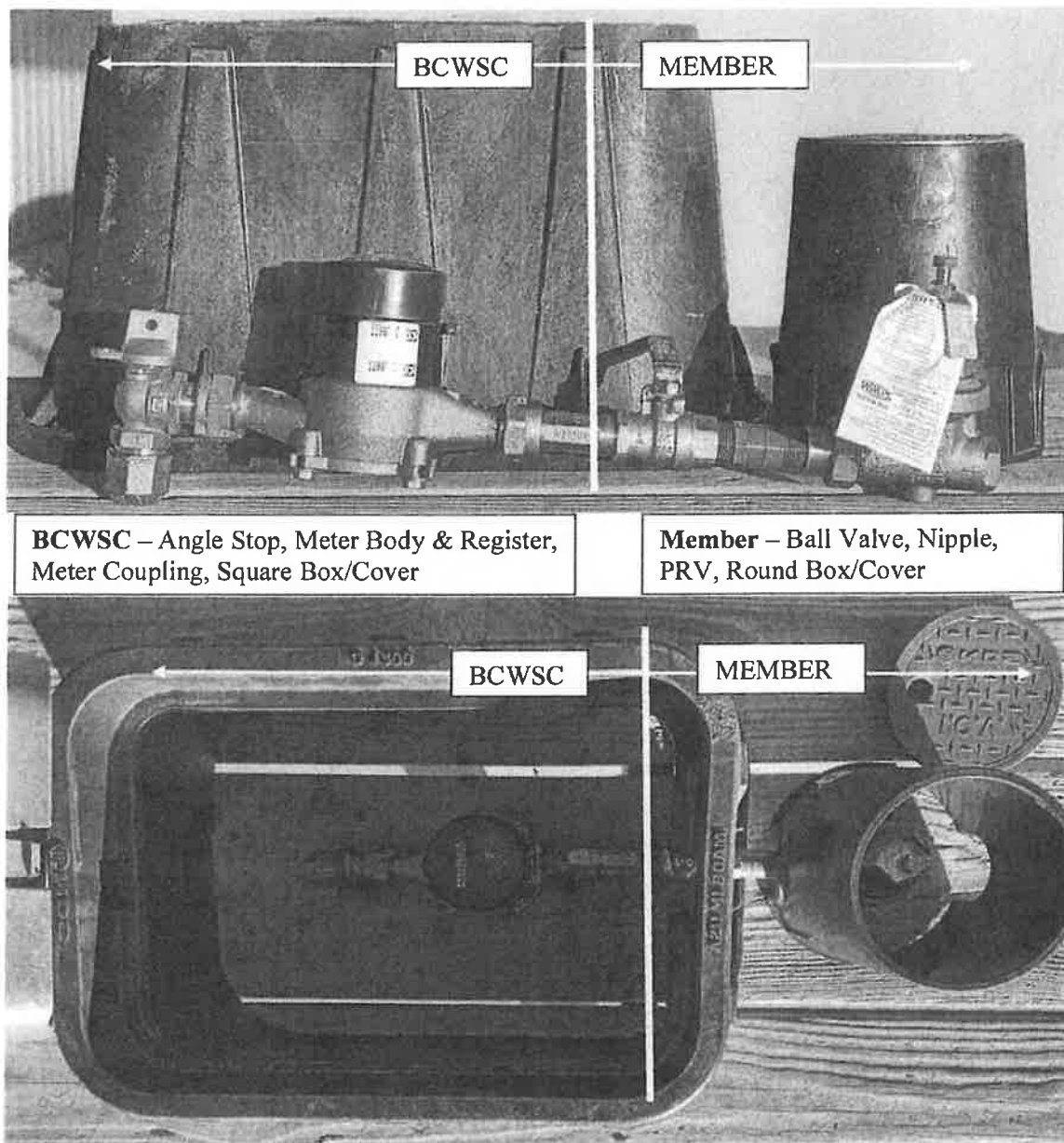
bentoncity@bentoncitywater.com

PWS: 1630034

CCN: 12578

Meter Set-Up

Below is a diagram of the parts used for a Meter Set-Up and who is responsible for maintaining them. These parts will be initially furnished and installed by BCWSC at no charge to the member. After the initial install, the member is responsible for replacing, repairing or adjusting the Ball Valve, Nipple, PRV and Round Box/Cover. Please contact the office with questions.



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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, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE? No

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:
Benton City Water Supply Corporation
980 FM 3175
Lytle, TX 78052

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.

Detach And Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

7/22/2010

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____, (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 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 and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

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 (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor 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 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors 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 Grantors' 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 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. This 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 Grantors have executed this instrument this _____ day of _____, 20____.

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
_____.

(SEAL)

Notary Public, State of Texas