



Bolivar Water Supply

4151 FM 455 W
P.O. Box 1789
Sanger, TX 76266
(940) 458-3931
(940) 458-7050 FAX

In order to complete your Membership Account, we need the following:

- ☐ Physical Address (911 Address)
- ☐ Completed Service Application and Agreement
- ☐ Completed Electronic Meter Agreement
- ☐ Signed Easement Form
- ☐ Proof of Ownership (ie: deed, tax records, closing docs)
- ☐ Applicable Fees
 - New Construction _____
 - Bore (due upon completion) _____
 - Existing Service Membership/Reconnection _____
- ☐ Customer Service Inspection – Required 30 days after service line has been connected. (New Construction Only)

BOLIVAR WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY	
Date Approved	
Cost	
Work Order #	
Account #	
Location #	
Route #	
Well #	

Please Print:

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

PHYSICAL ADDRESS: _____

BILLING ADDRESS: _____

PHONE NUMBER – Cell: (____) _____ - _____

Other: (____) _____ - _____

EMAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

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

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

SPECIAL NEEDS OF APPLICANT: (such as elderly or infirmed):

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

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants 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
☐ Not of Hispanic or Latino

Race:

- ☐ White
☐ Black or African American

- ☐ Asian
☐ Native American or Pacific Islander
☐ American Indian / Alaska Native

Gender:

- ☐ Male
☐ Female

EQUAL OPPORTUNITY PROGRAM

PAGE 1 OF 4

AGREEMENT made this _____ day of _____, 20____, between

Bolivar 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 by-laws 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, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. 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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 1. a new water system or
 2. expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The

Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater 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 sub meter 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, and illegal lead materials.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service agreement serves as a notice to each customer of the plumbing 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 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 airgap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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.
- 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 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, 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 of plumbing on or after July 1, 1988, at any connection, which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member shall allow their property to be

inspected for possible cross-connections and other undesirable plumbing practices. 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 plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing 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 systemwide service for existing or future members.

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 Certificate. 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 agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Applicant Member

Date

Approved By BWSC

Date

Account Number: _____

BOLIVAR WATER SUPPLY CORPORATION

ELECTRONIC METER AGREEMENT

I understand that the metering device for my water service is a radio frequency based meter. I also understand that because of its technology this meter has a much higher cost than a standard water meter, and if damaged, I will be liable for the replacement cost and labor.

Furthermore, I understand that any interference with the proper operation of this meter including, but not limited to, electric fields, magnetic fields, tampering with physical appearance or function of and modification in any way constitutes damage to the meter. I agree I will be held liable for replacement upon damage and understand that failure to pay any associated charges billed by Bolivar WSC within the allowed time will result in disconnection of water service.

Member's Name (Please Print)

Service Address

Member's Signature _____ Date: _____

Return to:
Bollivar Water Supply
PO Box 1789
Sanger, TX 76266

RIGHT OF WAY EASEMENT

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 BOLLIVAR W S C, (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 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 purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 20' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 20' in width the center line thereof being the pipe line 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 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, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply distribution 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 easement hereby granted abuts on a public road and the county or state hereafter 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 an across the land described above for the purpose of laterally relocating said water and/or sewer line 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.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of

_____, 20____.

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____, 20____.

By _____

(SEAL)

Notary Public's Signature



BOLIVAR WATER SUPPLY CORPORATION

P.O. Box 1789 • 4151 FM 455 West

Sanger, TX 76266

(940) 458-3931 Fax (940) 458-7050

www.bolivarwatersc.com

We at Bolivar Water Supply Corporation would like to welcome you as a new member! Bolivar WSC was established in 1969. We are a membership owned, non-profit corporation guided by a Board of Directors. The Board of Directors meet on the second Thursday of every month at 7 p.m. This meeting is open to all Bolivar WSC Members. We hope you will attend! Meters are read around the 15th of each month. Water Bills are mailed on the last working day of the month. For payment of your account, please include your payment stub along with cash, check, money order, or cashier's check. We also accept MasterCard/Visa credit cards and offer auto bank drafts for your convenience. All payments are due by 5 p.m. on the 15th of each month, any payment made after this date will be assessed at 5% late fee on the past due amount. If the bill becomes 45 days past due, you will receive a disconnect notice. Disconnection of service is generated on the first working day following the 25th of the month. If payment is not received in our office by 5 p.m. on this date, the service will be disconnected. To regain water service with Bolivar WSC you must pay the total of the water bill due along with a \$100 reconnect fee. This amount must be paid in cash, cashier's check, money order, or Visa/Mastercard. No checks will be accepted.

If you have not already done so, please be sure to provide BWSC with a service application having all current contact / billing information. For any questions, please contact our office at the above number. Bolivar WSC office hours are Monday - Friday, 8am - 5pm. After hour water emergencies will be answered by the on-call serviceman.

We look forward to being your water service provider.

Bolivar Water Supply

WATER RATES: (Effective April 15th 2021)

RESIDENTIAL/COMMERCIAL 5/8" x 3/4" METERS:

Monthly Minimum	\$ 32.75
0-2,000 Gallons	\$ 3.50 Per 1,000 Gallons
Next 3,000 Gallons	\$ 4.50 Per 1,000 Gallons
Next 5,000 Gallons	\$ 4.75 Per 1,000 Gallons
Next 15,000 Gallons	\$ 5.25 Per 1,000 Gallons
Over 25,000 Gallons	\$ 7.25 Per 1,000 Gallons

Installation of a meter larger than standard Residential, for water rates, will be classified as Commercial.

<u>Meter Size</u>	<u>Rated Continuous Flow</u>	<u>Monthly Minimum</u>
1"	10 GPM	\$ 81.75
1-1/2"	25 GPM	\$ 163.75
2"	50 GPM	\$ 262.00
3"	80 GPM	\$ 573.00

METER INSTALLATION RATE: (Effective April 10, 2023)

Standard 5/8" x 3/4"

	\$ 7,250.00	CAPITAL RECOVERY FEE
	\$ 800.00	INSTALLATION
	\$ 100.00	MEMBERSHIP
	\$ 25.00	ENGINEERING FEE
Total	\$ 8,175.00	

METER SIZE	CAP. REC. FEE	MEMBERSHIP FEE	ENGINEER FEE	INSTALLATION FEE
1"	\$8,250.00	\$100.00	\$25.00	\$1,600.00
1 1/2"	\$9,250.00	\$100.00	\$25.00	\$2,500.00
2"	\$10,250.00	\$100.00	\$25.00	\$3,000.00
3" TURB.	\$11,250.00	\$100.00	\$25.00	\$3,500.00

OTHER FEES:

Reconnect Fee	\$100.00	Service Call Fee	\$ 50.00
Return Check Fee	\$ 35.00	Meter Test Fee	\$100.00
Meter Damage Fee	\$225.00	Meter Box Damage	\$100.00
Meter Lid Damage	\$ 35.00	Meter Key Fee	\$ 20.00
Transfer Fee	\$ 25.00	History Report	\$ 2.00(per page)
Rental Status Change	\$ 15.00	Locked Meter Fee	\$ 25.00
Owner Notification	\$ 5.00		