City of Bulverde
30360 Cougar Bend, Bulverde, TX 78163
Office: 830.438.3612
Fax: 830.438.4938
bulverdetx.gov / newservice@clwsc.com

OFFICE USE

Account # _____

Sequence #: _____

Completion Date: _____

Meter Size: _____

Tap Type:_____ Work Order #:_____

Tap Inquiry Work Order #:_____

Service Application and Agreement

Service Type: ☐ Re-Use ☐ Wastewater ☐ Both

Purpose: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Other:_____

Applicant is: ☐ Owner ☐ Tenant ☐ Other_____

Applicant's Name:_____ Date to Commence Service:_____

Doing Business As:_____ Billing Address:_____

Service Address:_____ City:_____ State:_____ Zip:_____

City:_____ State:_____ Zip:_____ Phone #:_____ Alt. Phone #_____

Subdivision:_____ E-Mail Address:_____

Unit Number: _____ Lot Number: _____ Co-Applicant's Name:_____

Applicant's Driver's License #: _____ Co-Applicant's Driver's License#: _____

Applicant's Employer:_____ Co-Applicant's Employer:_____

Applicant's Work Phone #:_____ Co-Applicant's Work Phone #:_____

Previous Address:_____ Number of Dwellings:_____ Number in Household_____

City:_____ State:_____ Zip:_____ Type Of Business: _____

Type of Home: ☐ New Construction ☐ Modular ☐ Manufactured ☐ Existing Home ☐ R.V. ☐ Other: _____

Customer Service Inspection Due Date:_____

Have You Been a City Customer Before? Yes ☐ No ☐ If Yes, Where: _____

Do You Plan On Installing An Irrigation OR Sprinkler System? ☐ Yes ☐ No If Yes, How Many Sprinkler Heads per zone?_____

Name, Address, Phone # & Relation of Nearest Relative: _____

_____

Witnesseth:

This Contract/Application for Utility Service ("Contract/Application") is by and between the City of Bulverde, an incorporated and chartered municipality located in the State of Texas ("Utility" or "City") and the Applicant ("Customer" or "Applicant") whose name and signature is shown below on the last page of this document. Customer recognizes that the City may utilize an authorized third-party(s) to provide any public utility or other services outlined in this contract, and all rights provided for in this contract to the City/Utility shall be extended to those authorized thrid-party service providers.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Customer agrees to take no action to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its Customers. Failure to comply with this provision shall be grounds to terminate Customer's service.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the Customer's side of the meter or service connection, that meets the pressure standards of the Texas Commission on Environmental Quality ("TCEQ") and/or Public Utility Commission ("PUC"). Utility will not accept liability for any injury or damage to individuals or to their properties occurring on the Customer's side of the meter when the re-use water delivered meets these standards. Utility makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruption of or fluctuations in re-use water service whatever the cause. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service and/or sewer service caused by: (1) acts of God (2) acts of third parties not subject to the control of Utility if Utility has undertaken such preventive measures as are required by TCEQ/PUC rules, (3) electrical power failures in water and/or sewer systems not required by TCEQ/PUC rule to have auxiliary power supplies, or (4) termination of water and/or sewer service pursuant to Utility's adopted regulations and any applicable TCEQ/PUC rules. Utility will accept liability for any injury or damage to individuals or their property directly caused by its defective Utility plant (leaking water lines, water re-use lines, sewer lines or meters) or the repair to or construction of Utility's facilities.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or fire fighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of re-use water or water pressure (or lack thereof) during fire emergencies. Utility does not profess, state, warrant, guarantee, or imply that the re-use water service capacity is, or shall ever be, adequate or sufficient for fire fighting and said system should not be utilized for such. Utility neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of Utility shall ever be implied or meant to suggest that any facilities of Utility comply with any state or local fire code.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, Utility and the Applicant will select such engineer, and Applicant shall bear all expense incurred therein. The Applicant shall bear all extension charges and fees for either re-use water or wastewater service as may be provided in Utility's adopted regulations and any applicable rules of the TCEQ/PUC.

If an Applicant requires service other than the standard service provided by Utility, such Applicant will be required to pay all expenses incurred by Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non standard service demands on the re-use water or wastewater system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Wastewater Systems plus meeting any additional requirements needed to meet local service conditions. Utility shall bear all expenses related to main over sizing or additional production, storage or treatment facilities for individual residential Customers with normal domestic service demands.

PLUMBING CODE: Utility has adopted the International Building Code. Any extensions and/or new facilities shall comply with that code and all standards established by the City and/or TCEQ/PUC. Where conflicts arise, the more stringent standard must be followed.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Utility. The Customer will bring out his service lines to his property line at points mutually acceptable to Utility and the Customer. No re-use water service smaller than 5/8" will be connected. For new service connections the Utility may install a cut off valve on the Customer side of the meter within three (3) feet of the meter. If the Customer desires re-usewater at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any regulatory rule or order pressure standard, the Customer will install, at the Customer's expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the Customer has a contract with Utility for reserve or auxiliary service, no other re-use water and/or sewer service will be used by the Customer on the same installation in conjunction with Utility's service, either by means of a cross over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines, re-use water lines, and/or sewer lines on his premises. Two structures, dwellings or places of business shall not be permitted to be supplied with one service pipe where there is a re-use water main and/or sewer main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, re-use water lines, sewer lines and other equipment furnished by Utility (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and/or sewer lines and for installation, not purchase, of said meters and lines.

PERIOD OF USE. Customer shall tie onto the Utility systems within sixty (60) days of the date of this application, or this application shall be deemed void. Any additional request for service for this location must then be made by a new Contract/Application. If major Utility construction is needed prior to service being connected, the above date may be extended for another sixty (60) days, or conversely, the Customer may begin paying a monthly re-use water and/or sewer bill based upon an average of the estimated annual gallons as shown below.
ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.
OTHER CONTRACTS: It is possible that Applicant and Utility will enter into an additional contract pertaining to re-use water and/or sewer service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application. In addition, Customer acknowledges that a previous Agreement for Retail Sanitary Sewer Service may exisit between the Customer and the City. All provisions of said contract remain in effect and service may not be able to be provided until all aspects of that contract are effective. By signing this contract, Customer waives the necessity of any ongoing third-party operational verification inspections, provided on a quarterely basis, or otherwise.

RIGHT OF ACCESS AND EASEMENTS: Utility and any authorized representative will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water mains, sewer mains or other equipment used in connection with its provision of re-use water service, sewer service or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system, including inspection the Customers' plumbing for code, or plumbing or other regulatory violations. The Customer shall allow the Utility and its personnel access to the Customer's property to conduct any test or inspection required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety of the continued provision or adequate Utility service to others, such entry upon the Customer's property shall be during normal business hours. The Customer may require any Utility representative, employee, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the Utility, and the purpose of the entry. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the Individual property in question.

If the property to be served does not have dedicated, recorded public Utility easements available for Utility's use in providing water and/or sewer Utility service to the property, the Applicant (or the Applicant's landlord in the case of a Tenant Applicant) shall be required to provide Utility with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No Applicant shall be deemed to be a "qualified" Applicant under the Utility's or other applicable regulatory agency's rules until such easement is recorded.

PLUMBING RESTRICTIONS:

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the International Building Code, Uniform Plumbing Code, and/or Utility's 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 drinking 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 that allows water to return 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 that provides water for human use.

E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing of any connection that provides water for human use.

APPEAL: Any Applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule adopted by the Bulverde City Council shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the Applicant or existing Customer does not believe that these costs are reasonable or necessary, the Applicant or existing Customer shall have the right to appeal such costs to the City or other regulatory authority with jurisdiction over Utility's rates in that portion of Utility's service area in which the Applicant's or existing Customer's property is located. Unless the City or other regulatory authority enters interlocutory orders to the contrary, service to the Applicant may be delayed until such appeal is resolved.

PLUMBING INSPECTION: State law requires Applicants for service at new consuming facilities or facilities that have undergone extensive plumbing modifications to deliver to Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. In addition, Utility shall require such certificates in the case of extensive plumbing modifications to the Customer's water, re-use water, or wastewater system made after the initial date of service to Customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Service may be denied until the certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified that, in the opinion of the inspector or Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the Customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the Customer's expense. The backflow prevention device shall be maintained by the Customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to Utility. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

SEWER REGULATIONS: (*only if sewer service provided)* The Utility only provides “sewage” collection and disposal to residences and some businesses. This service is limited to the collection, treatment and disposal of waterborne human waste and wastewater from domestic activities such as washing , bathing, and food preparation. This service does not include the collection, treatment, or disposal of waste with high BOD or TSS characteristics that it cannot reasonably be processed by the Utility’s state-approved wastewater treatment plant within the parameters of the Utility's wastewater discharge permit. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, THAT MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY’S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUNDS MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY’S COLLECTION SYSTEM.** It shall be the Customer’s responsibility to maintain the service line, pressurized collection system (if any), required grease trap, and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If there is excessive infiltration or inflow or failure to provide proper pretreatment, the Utility may require the Customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. Customer acknowledges that they may be retroactively charged for the repair of any damages to the public utility infrastructure caused by the Customer due to impropoer maintenance, pretreatment, or otherwise. Customer also agrees to routine inspections of said equipment as outlined by City regulations.

Sewer service is provided for the residence or facility physically located at the location of the service. Bulk quantities of sewage generated at location off the premises of the service location shall not be disposed of in the Customer’s service line.

In areas served by pressurized collection systems, specific Customer Premises Equipment may be required by the Utility. The Customer will retain ownership of the Customer Premises Equipment, and all maintenance, repairs and replacement are the Customer’s responsibility. The Customer will supply its own electric power for the Customer Premises Equipment. **Repair and replacement of the Customer Premises Equipment will be at the Customer’s expense.** Repairs on Customer Premises Equipment must be performed by a qualified plumber certified by the Utility, and a certified report of such repairs must be submitted to the Utility. The Utility requires that parts and equipment meet the minimum standards approved by the TCEQ/PUC and the Utility, to ensure proper and efficient operation of the sewer system.

For new connections or any modifications to the Customer Premises Equipment, the City shall require an inspection of the Customer Premises Equipment prior to initiating service. The inspection shall be conducted by a Utility representative or a pre-approved inspector. By signing this agreement, the Customer explicitly grants the City/Utility of its authorized representative access to the property to conduct the inspection.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH UTILITY'S RULES, REGULATIONS, AND RATES AS THEY MAY BE AMENDED FROM TIME TO TIME AND ALL RULES AND REGULATIONS OF THE TCEQ/PUC AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER, INJURE, DAMAGE OR THREATEN UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE GROUNDS TO TERMINATE MY SERVICE.

I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON UTILITY'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM UTILITY.

I HAVE BEEN SHOWN A COPY OF UTILITY'S APPROVED RATES, AND I AGREE TO PAY THE RATES AS THEY MAY BE AMENDED FROM TIME TO TIME AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE MAY BE CHANGED BY FUTURE ORDER OF THE CITY,TCEQ, PUC, OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

Wastewater Service Fees Required

$_____ New Service/ Account Setup Fee (non-refundable)

$_____ Deposit (Refundable) or Letter of Credit

$_____ Tap Fee (non-refundable)

$_____ Line Extension Fee (non-refundable)

$_____ Other Fee (s) (I.E: Road Cut, Permit, Etc.)

$_____ Total Wastewater Fees Due

Re-Use Water Service Fees Required

$_____ New Service/ Account Setup Fee (non-refundable)

$_____ Deposit (Refundable) or Letter of Credit

$_____ Tap Fee (non-refundable)

$_____ Line Extension Fee (non-refundable)

$_____ Other Fee (s) (I.E: Road Cut, Permit, Etc.)

$_____ Total Re-Use Water Fees Due

$_____ Total Balance Due

$_____ Total Paid Cash Check #{_____}Credit/Debit Card

If this application is cancelled before service has been activated or if this application is void pursuant to a provision herein, Customer shall only be entitled to a refund of the Deposit.

Do we have permission to set a pressure reducer valve and place a charge on your account? ☐ Yes ☐ No

Applicant Initials: _____

_____ _____
Applicant / Responsible Party Signature Date

_____ _____
Co-Applicant / Responsible Party Signature Date

_____ _____
City of Bulverde (or Authorized Representative) Date.

_____ _____
Engineering Manager Approval (Wastewater Only) Date