

City of Callisburg Water & Sewer
59 Campbell Street
Callisburg, TX 76240
(940) 665-9809 (phone) (866) 384-1785 (fax)
callisburg@ntin.net

SERVICE PACKET

Date: _____ Account # _____

Name: _____

Co-Applicant's Name: _____

Service Address: _____

Billing Address: _____ City, St, Zip _____

Phone #(s): _____

Email Address for billing: _____

Emergency Contact and Phone #: _____

Previous Owner, if known: _____

The following documents and fees are necessary for your Service Packet to be complete:

- Right-of-Way Easement***
- Proof of Ownership*** (This is a FILED copy of the General Warranty Deed. We only need the front page with volume and page stamp. It is usually sent to you thirty (30) days after you close on the property.)
- Customer Service Agreement***
- TCEQ/CSI Questionnaire***
- Two Residence Policy, Equipment Agreement & Backflow Prevention Policy***
- Acknowledgement of Fees & Terms***

NEW RESIDENTIAL SERVICE: The cost to establish a new residential water utility service is \$4,200.00; this amount does not include a refundable deposit of \$200.00. Please contact our office for specific costs involved in setting up your new water service. The new service breakdown cost does not include sewer connection fees, any road bores or water line extensions, if necessary.

TRANSFER OF EXISTING SERVICE: A \$200.00 refundable deposit and a \$50.00 non-refundable transfer fee will be collected upon transfer of an existing service.

HOW TO SUBMIT FORMS: All forms are available in our office, or for your convenience, forms may be obtained from our website, completed and submitted via email, regular mail or in person, along with the appropriate deposit and/or new service fee. **We do require original signed documents. If sent by email, please mail or drop off original documents.**

**WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

COUNTY OF COOKE

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§
§

_____ (hereinafter referred to as "Grantor"), whose address is _____ for One (1) and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **CITY OF CALLISBURG WATER & SEWER**, organized and existing under the laws of the State of Texas, whose address is 59 Campbell Street, Callisburg, Texas 76240 (hereinafter referred to as "Grantee"), its successors and assigns, an exclusive easement over and across _____ acres of land, more particularly described in an instrument recorded in Vol. _____, Page _____, of the Deed of Records of _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose of constructing, maintaining and operating a water main, a water service meter, and to provide water service to Grantor and Grantee's other customers (the "Easement"). The Easement hereby granted **shall not exceed twenty feet (20')** in width, the center line thereof being the pipeline as installed and Grantee is hereby authorized to designate the course of the easement conveyed; provided, however, that Grantee shall locate the Easement on the frontage of the Easement tract as close to the county, city, or state public transportation right of way as reasonably possible.

It is expressly understood and agreed by and between the parties that this Easement shall be subject to and governed by the following provisions:

(1) The Easement hereby granted shall be used only for the purposes of constructing, repairing, maintaining, re-constructing and operating underground water lines and related appurtenances and facilities (the "Facilities"). Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary for the purposes described herein. Grantee shall have the right to place new or additional Facilities within the Easement Tract. In addition to the permanent Easement granted above, Grantor hereby grants to Grantee a temporary construction easement, over and across the Easement Tract (the "Temporary Construction Easement"). Such Temporary Construction Easement shall automatically terminate on the date the construction work on the Easement Tract requiring the use of the Temporary Construction Easement has been completed, as it may be needed to maintain, operate, or relocate the Facilities as provided herein. Grantee agrees to use its reasonable best efforts to remove from the Temporary Construction Easement only such trees, brush, and shrubs as are reasonably necessary for it to construct the Facilities, maneuver equipment into, out of, and along both easement tracts, and stage, store, and move materials and equipment necessary for the construction of the Facilities.

(2) The Easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the Easement for the purposes intended. The Easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

(3) During or immediately after any work on the Easement tract pursuant to the rights granted hereby, Grantee at its sole cost and expense, shall take all reasonable measures to restore the grounds and surfacing materials of the Easement as close to the condition which existed prior to such operations as reasonably possible; provided, however, that Grantee is not responsible for restoration and improvements made after the date of execution of this Easement. Grantor, and Grantor's successors and assigns, may fully use and enjoy the surface of the premises encumbered by the Easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure, fence, improvement, trees or vegetation other than grass, or reservoir shall be constructed upon, over or across the Easement.

(4) In the event the Easement hereby granted abuts on a public road and the city, 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 and across the land described above for the purpose of laterally relocating said water line and service meter as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the pipeline as relocated.

(5) The Easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement.

TO HAVE AND TO HOLD the above-described Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to the said Grantee, its successors and assigns forever, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by

_____.

Notary Public: _____

After recording please return to:

(NOTARY SEAL)

City of Callisburg
59 Campbell Street
Callisburg, Texas 76240

CUSTOMER SERVICE AGREEMENT

Agreement made this _____ day of _____, _____ between City of Callisburg Water & Sewer and _____ (hereinafter called the applicant and/or customer).

The following are the Customer Service Agreement terms:

- A. City of Callisburg Water & Sewer will maintain a copy of this agreement as long as the customer and/or the premises are connected to the water system.
- B. The customer shall pay the service fees and supply Callisburg Water & Sewer with a filed copy of the General Warranty Deed, a Right-of-Way Easement, and a signed Customer Service Agreement. A meter will not be set until all fees have been paid and all paperwork, with the exception of the filed General Warranty Deed, are received by Callisburg Water & Sewer. Applicants will have 30 days to get the filed copy of the Warranty Deed to Callisburg Water & Sewer after filling out the paperwork and fee payment.
- C. The customer shall allow his property to be inspected for possible cross-connection or undesirable plumbing practices. The inspections shall be conducted by Callisburg Water & Sewer or its designated agent prior to initiating service and periodically thereafter. The inspection shall be conducted during Callisburg Water & Sewer's regular business hours.
- D. City of Callisburg Water & Sewer shall notify the customer in writing of any cross-connections or undesirable plumbing practice, which has been identified during the initial inspection or periodic re-inspection.
- E. The customer shall immediately correct any undesirable plumbing practices on his premises.
- F. The customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the system. Copies of all testing and maintenance records shall be provided to City of Callisburg Water & Sewer.
- G. Customers living inside of the city limits must obtain all permits required for new construction prior to establishing water and sewer service.
- H. If the customer fails to comply with the terms of this service agreement, City of Callisburg Water & Sewer, at its option, shall terminate service, or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the customer.

City of Callisburg Water & Sewer is responsible for protecting the drinking water supply from contamination or pollution, which would result from improper plumbing practices. The purpose of this service agreement is to notify the customer of plumbing restrictions, which are in place to provide this protection. The utility enforces these restrictions to ensure public health and welfare. Each customer must sign this agreement before City of Callisburg Water & Sewer begins service. In addition, when service to an existing connection has been suspended or terminated, City of Callisburg Water & Sewer will not re-establish service unless it has a signed copy of this agreement.

All water shall be metered by meters to be furnished, installed, and owned by City of Callisburg Water & Sewer. The meter connection is for the sole use of the customer and is to serve water and provide service to only one (1) dwelling and/or one (1) business. Extension of pipes to transfer water utility service from one property to another, to share, resell, or sub-meter to any other persons, dwellings, business and/or property, etc. is strictly prohibited.

City of Callisburg Water & Sewer is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection.

City of Callisburg Water & Sewer 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 air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulation. 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 and a private 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 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

City of Callisburg Water & Sewer shall have the right to locate a water service meter and the pipe necessary to connect the meter on the customer's property at a point chosen by City of Callisburg Water & Sewer. City of Callisburg Water & Sewer shall have access to its property and equipment located upon customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, City of Callisburg Water & Sewer shall have the right to remove any of its equipment from the customer's property.

City of Callisburg Water & Sewer's authorized employees and/or contractors shall have access to the customer's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspection for possible violations of City of Callisburg Water & Sewer's policies of Texas Department of Health rules and regulations. To ensure compliance with state required minimum acceptable operating practice for public drinking water systems, as promulgated by TCEQ or successor agency, applicable plumbing codes and utility constructions standards. City of Callisburg Water & Sewer strictly prohibits the connection of service pipelines from its water service meter to any private well or unknown water supply.

NOTICE:

The customer shall install at his/her expense any necessary service lines from City of Callisburg Water & Sewer's facilities and equipment to the point of use including any customer isolation valves, clean-outs, and other equipment as may be specified by City of Callisburg Water & Sewer.

By execution hereof, the member shall hold City of Callisburg Water & Sewer harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, beyond City of Callisburg Water & Sewer's control.

The customer shall grant City of Callisburg Water & Sewer an easement of right of way on property for the purpose of installing water lines on the property. City of Callisburg Water & Sewer, or its successors, at its expense, shall define said easement, and record in the county records. City of Callisburg Water & Sewer can maintain and operate such pipelines, meters, valves, and any other such equipment that may be deemed necessary by Callisburg Water & Sewer to extend or improve service for existing or future members.

By execution of this Customer Service Agreement, applicant shall guarantee payment of all rates, fees, and charges due on any account for which said applicant has service. **Customer agrees to pay any and all balances incurred, including residences that are rented to another person.** Customer understands that the **CUSTOMER** is responsible for all charges due on any account for which said applicant has service.

By execution of Customer Service Agreement, 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 City of Callisburg Water & Sewer.

Any misrepresentation of facts by the applicant on any of the pages of this form shall result in discontinuance of service pursuant to the terms and conditions of City of Callisburg Water & Sewer.

Signature

Date

State of _____ §

County of _____ §

This instrument was acknowledged before me on the _____ day of _____,

20____ by _____.

(NOTARY SEAL)

Notary Public

TCEQ/CSI QUESTIONNAIRE

Name _____

Address _____

Phone Number _____

1. Number of people in household: _____

2. Will this house be used as a rental? _____

3. Is this a contractor built or manufactured home? _____

4. Is this house a new construction? _____

5. Do you have livestock? _____

6. Do you or will you have any automatic waters? _____

7. If yes, are they watered from public water? _____

8. Swimming Pool? _____ in ground _____ above ground

9. Do you have a sprinkler system? _____

10. Please list specific instructions (gate codes, etc.) to access the meter: _____

Comments:

Signature _____ Date _____

TWO RESIDENCES AGREEMENT

Two (2) Residences are NOT allowed on one (1) meter. This is State of Texas regulations as well as City of Callisburg Water & Sewer policy. Any customer that breaks this regulation will be notified and required to purchase an additional meter service for the second residence. If a second service is not purchased, then the current meter will be disconnected.

EQUIPMENT AGREEMENT

The undersigned understands that all equipment installed inside my water meter box and the equipment itself is the property of City of Callisburg Water & Sewer. I can hold no claim to any equipment (i.e.) meter. I also agree to help keep the area around said meter clear of vegetation and debris. I agree that if damages are incurred to any of the City of Callisburg Water & Sewer equipment installed on my property, I could be charged for replacement costs.

BACKFLOW PREVENTION

Customer agrees to provide backflow prevention as required by City of Callisburg Water & Sewer due to possible health hazard situations. All in ground sprinkler systems connected to the City of Callisburg Water & Sewer system must have an RPZ type backflow protection assembly installed at the required height above ground, as described by the Texas Administrative Code, Title 30, Part 1, Chapter 344, Subchapter E. All backflow prevention devices must be tested by a licensed inspector upon installation and thereafter on an annual basis. A copy of all inspection reports shall be furnished to City of Callisburg Water & Sewer.

DATE

SIGNATURE OF ACKNOWLEDGEMENT

PRINTED NAME

CITY OF CALLISBURG WATER & SEWER ACKNOWLEDGEMENT OF FEES & TERMS 2024 REVISED

EXHIBIT A

WATER CONNECTION FEE (based on ¾” or 1” meter) - \$3,000.00

Fee charged for each new water connection (based on ¾” or 1” meter) and is in addition to the water tapping fee described below. Any meter larger than 1” will pay the difference in meter cost.

WATER TAP FEE - \$1,200.00

Fee charged to tap the water main and set a meter. You are not purchasing the water meter. You are responsible for laying and maintaining the water line from the meter to your house. Anyone applying for a water tap where an extension to the City’s main water line would be required, must get approval from the Callisburg City Council and follow the City’s exact specifications for water lines. Line extensions are to be paid for in full by the owner. **All road crossings are required to be bored and will be at the owner’s expense** - and must be performed by a licensed contractor and made during regular business hours so that the City’s representative can inspect.

WATER DEPOSIT - \$200.00 - A \$200.00 deposit is required of property owners who wish to establish water service.

SEWER CONNECTION FEE (based on ¾” or 1” meter) - \$1,700.00

Fee charged for each new sewer connection. You are responsible for having a licensed plumber make the actual sewer tap and connection from the City’s main sewer line to your house, as well as the maintenance of that line.

| | <u>Water Rates</u> | <u>Sewer Rates</u> |
|--|--|---|
| COST – Billed Monthly | \$20.00 Base Rate ¾” meter inside City | \$20.00 Base Rate ¾” meter inside City |
| | \$25.00 Base Rate ¾” meter outside City | \$25.00 Base Rate ¾” meter outside City |
| | \$40.00 Base Rate 1” meter inside City | (where available) |
| | \$46.00 Base Rate 1” meter outside City | \$40.00 Base Rate 1” meter inside City |
| | \$135.00 Base Rate 2” meter inside City | \$135.00 Base Rate 2” meter inside City |
| | \$159.00 Base Rate 2” meter outside City | |
| | \$4.50 per thousand 0 – 5,000 gallons | First 2,000 gallons included in base rate |
| | \$5.00 per thousand 5,001 – 10,000 gallons | \$2.50 per thousand 2,001-15,000 gallons |
| | \$5.50 per thousand 10,001 – 20,000 gallons | |
| | \$6.00 per thousand 20,001 – 30,000 gallons | |
| \$6.50 per thousand 30,001 – 40,000 gallons | | |
| \$7.00 per thousand 40,001 – 50,000 gallons | | |
| \$7.50 per thousand 50,001 and above | | |
| The minimum monthly charge will be charged each month to any active account where a water meter is installed, even if there is no water usage during the month. | | |
| (Hydrant/Construction meter lease and fees by separate contract) | | |

RE-SERVICE FEE

On property where service previously existed, the City shall charge the Re-Service Fee of \$500.00, Water Deposit, any delinquent charges left on the account, and any other applicable costs necessary to restore service.

DISCONNECTION FEE - \$50.00

Fee charged to any delinquent account that is disconnected. Customers requesting after hours, or weekend reconnections will be charged \$100.00 instead of the standard \$50.00 fee charged to accounts which are reconnected before 4:00 p.m. Monday - Thursday.

LABOR CHARGE - \$150.00 per hour

– Hourly charge for any after hours or weekend repairs to water or sewer service caused by the customer.

WATER METER TAMPERING FEE – TO BE DETERMINED BY THE CITY

Fee charged for water meter tampering including any unauthorized turning on of a meter previously turned off by the City. Customers will also be charged for any damage to City property that is the result of said tampering. These fees will be based on actual cost.

TRANSFER OF SERVICE FEE - \$50.00

Transfer of service will have a \$50.00 non-refundable fee, which will be paid by the new owner. The previous owner should contact our office to set up a date for the final reading. The previous owner will be responsible for the final bill prior to transferring service. If the transfer is required due to the death of an account holder, the City will transfer the account into the name of an immediate family member at no charge.

RESEARCH FEE - \$300.00

Fee charged for research of an increase in water usage. Example includes but not limited to Data Log performed on meter endpoint.

DEVELOPER’S FEE - TO BE DETERMINED BY THE CITY

Fee charged to perform assessment and/or issuance of a Will-Serve agreement.

PERMITS – All customers within the City of Callisburg city limits must obtain the correct permits prior to the new service being established. Please contact the City Secretary about the permit requirements.

RETURN CHECK/ACH FEE - \$30.00

Bills are **due the 15th** of each month. Bills are **considered past due on the 16th** of the month and are assessed a 10% late charge. Water service will be cut off and a \$50.00 disconnect fee will be charged if the account balance is not paid in full **BEFORE** the 23rd of the month. The account balance plus the disconnect fee must be paid in full before water service will be reconnected.

Reconnect payments must be paid with cash, money order, credit or debit card.

Accounts must remain in the property owner’s name. There will not be a transfer of service from the property owner to a renter. Property owners are ultimately responsible for payment of water bills.

We accept cash, check, money orders, and credit or debit cards. You can mail your bill, bring it into the office, drop it off in the drop box, pay with credit or debit card by phone, sign up for automatic payment, or go online to our website at www.callisburgtx.com to pay online.

Signature of applicant _____

Date _____