

**SOUTH CLEVELAND WATER SUPPLY CORP.
SERVICE APPLICATION AND AGREEMENT**

ACCOUNT # _____

DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANTSNAME: _____

ADDRESS: _____ BILLING ADDRESS: _____

PHONE NUMBER: HOME _____ WORK: _____ CELL: _____

EMAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY: COPY OF WARRANTY DEED OR DEED OF TRUST

APPLICANT'S DRIVER'S LICENSE NUMBER: _____ SS#: _____

PREVIOUS OWNER'S NAME AND ADDRESS:

NUMBER IN FAMILY: _____ LIVESTOCK & NUMBER: _____

SPECIAL NEEDS OF APPLICANT: _____

~~~~~**FOR OFFICE USE ONLY**~~~~~

**PRICE:** \_\_\_\_\_ **AMOUNT PAID:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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NOTE: APPLICANT MUST COMPLETE APPLICATION ONLY.

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

____ American/Native ____ Black/ ____ American Indian/ ____ Hispanic or ____ Asian ____ White
____ Male ____ Hawaiian or other ____ African ____ Alaska Native ____ Latino
____ Female ____ Pacific Islander

EQUAL OPPORTUNITY PROGRAM

AGREEMENT MADE this ____ day of _____, 2016 between, SOUTH CLEVELAND 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 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 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 will be 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 and all 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 reestablish 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 in indication of interest of fee in lieu of a Membership Fee for the purpose of determining:

- A. the number of taps to be considered in the design, and
- B. the number of potential rate payers considered in determining the financial feasibility of constructing either
 - (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 Fee 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 unfeasible by the Corporation as 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 the agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter is for the sole use of the Member or customer and is to serve water to only one (1) dwelling or only (1) business. Extensions of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other person, dwelling, business, and/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. 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 practices. This service agreement serves as notice to each customer of the 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 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 regulations.
- 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 air gap 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 that contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

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, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to

SERVICE APPLICATION AND AGREEMENT

initiating service and periodically thereafter. The inspection 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 practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable 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 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 the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program (Drought Contingency Plan) as specified in the Corporation's Tariff. By execution of this Agreement, Applicant hereby shall comply with the terms of said Program/Plan.

By execution hereof, the Member 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 Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipeline, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

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 water utility service under the terms and conditions of the Corporation's Tariff.

By execution hereby, the Applicant agrees that 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.

ANY MISREPRESENTATION OF THE FACTS BY THE APPLICANT ON ANY OF THE FOREGOING PAGES OF THIS FORM SHALL RESULT IN DISCONTINUANCE OF SERVICE PURSUANT TO THE TERMS AND CONDITIONS OF THE CORPORATION'S TARIFF.

APPLICANT/MEMBER: _____

APPROVED AND ACCEPTED: _____

DATE APPROVED: _____

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?

Yes. There is a one-time charge of \$5.00 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 \$5.00 to:

South Cleveland Water Supply Corporation
P.O. Box 1811
Cleveland, Texas 77328

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. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

SOUTH CLEVELAND WATER SUPPLY CORPORATION BOARD OF DIRECTORS:

Byron Aultman, President
Jimmy McNorton, Vice President
Cookie McKee, Secretary-Treasurer
Bill Baucom, Director
Ralph Fuller, Director
Earl Wilmoth, Director
Bryan Brooks, Director

OPERATOR: Murray Mitchell **OFFICE MANAGER:** Tonia Tanner

Unless specifically defined in the Tariff, all fees, rates and charges as herein stated shall be non-refundable:

- a. Installation Fees.
 - (1) Standard Service (Short Side Tap) \$624.00
(Includes \$100.00 Membership Fee, \$124.00 Equity by-in and \$375.00 Tap Fee plus \$25.00 Filing Document Fee)
 - (2) Non-Standard Service actual cost
(\$624.00 plus actual cost for road bore or extension of service lines)

- b. Monthly Charges
 - (1) Minimum Monthly Charge (zero usage) \$ 25.00
- c. Gallonage Charges:
 - (1) Charge per 1000 gallons zero to 10,000 gallons \$ 3.00
 - (2) Charge per 1000 gallons 10,001 to 20,000 gallons \$ 3.50
 - (3) Charge per 1000 gallons 20,001 and above \$ 3.75

- d. TCEQ Regulatroy Fees ½ % of total bill
- e. Late Payment Fee if bill not paid by 20th of each month \$ 10.00
- f. Owner Notification Fee \$ 10.00
- g. Returned Check Fee \$ 30.00
- h. Turn on Fee for disconnects due to nonpayment \$ 60.00
- i. econnect Fee for New Accounts \$100.00
- j. Service Trip Fee \$ 25.00
- k. Equipment Damage Fee actual cost
- l. Road Bore Fee \$600.00
- m. Meter Test Fee \$ 20.00
- n. Membership Transfer Fee \$ 20.00
- o. Non-Disclosure Fee \$ 5.00
- p. Customer Service Inspection Fee \$ 125.00
- q. Other Fees Cost of providing service requested

A ONE-DOLLAR (\$1.00) DONATION FOR THE CLEVELAND VOLUNTEER FIRE DEPARTMENT HAS BEEN ADDED TO YOUR BILL. IF YOU DO NOT WISH TO MAKE THIS DONATION, YOU MAY DEDUCT \$1.00 FROM THE AMOUNT SHOWN ON YOUR WATER BILL. PLEASE PUT OUR BOARD MEETINGS ON YOUR CALENDAR. THEY ARE HELD AT 7:00 PM ON THE 1st Monday OF EVERY MONTH AT THIS OFFICE AND ARE OPEN TO THE PUBLIC. PLEASE JOIN US!!

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REGULATORY GUIDANCE
Water Utilities Division, Utility Rates & Services Section
512-239-6100 Phone
512-239-6145 Fax

RG-219
March 1996

SUBJECT: *One Meter per Residence Requirements*

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 (30TAC).

These rules apply to public water utilities:

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 unreasonable 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's 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. [290.44(d)(4)]

Connection – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

Questions? Contact the Consumer Assistance Team, Water Utilities Division, MC153 at the phone number shown above or the address shown below.

Texas Commission on Environment Quality – PO Box 13087 – Austin, Texas – 78711-3087

South Cleveland WSC Customer Service Requirements

The following requirements must be met upon inspection of new water services.

1. All outside faucets must have a hose bib vacuum breaker (available from plumbing material suppliers).
2. There must be a visible air gap between lines connect to the public water supply and any existing private well.
3. There must be a shut off valve on the customer's side of the water meter, inside or just outside the meter box.
4. The customer service line from the meter must be one of the following: schedule 40 PVC, SDR 21, or SDR 26.
5. All water lines must be at least 9 feet from the septic tank, septic field lines or sewer line.
6. In any private plumbing facilities installed after July 1, 1988, no pipe or pipe fixture can contain more than 8.0% lead and no solder or flux can contain more than 0.2% lead when the water from the plumbing facilities is to be used for drinking or food preparation.
7. A backflow prevention device should be installed per TCEQ regulations and specifications.

I, the undersigned applicant/ customer, do hereby acknowledge receipt of these customer service requirements. I will contact South Cleveland WSC within 60 days of installation of my service connection to arrange a time for an inspection by South Cleveland WSC's licensed Customer Service Inspector. If the new service is for a new house still under construction after 60 days, I will contact South Cleveland WSC and will arrange for the inspection as soon as possible after the house is complete.

Applicant/Customer signature

Date