

**SOUTH CLEVELAND WATER SUPPLY CORPORATION**  
**SERVICE APPLICATION AND AGREEMENT**

<b>CORPORATION USE ONLY</b>	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng. Update:	_____
Account Number:	_____
Service Inspection Date:	_____

Please Print: DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:

\_\_\_\_\_

SERVICE ADDRESS:

\_\_\_\_\_

PHONE NUMBER Home (\_\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_  
(Copy of Warranty Deed or Deed of Trust in the applicant's name is required)

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)

\_\_\_\_\_

\_\_\_\_\_

PROPERTY SIZE/ACREAGE \_\_\_\_\_ SQUARE FOOTAGE OF RESIDENCE/STRUCTURE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

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.

<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not of Hispanic or Latino	<b>Race:</b> <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

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 and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws 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. The Applicant may request a copy of the Corporation’s tariff. 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 and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

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 submeter 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, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

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 airgap 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 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 0.25% lead may be used for the installation or repair of any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is 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 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 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 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 system-wide 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 noncompliance 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.

\_\_\_\_\_  
Witnesseth

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

# SOUTH CLEVELAND WATER SUPPLY CORPORATION BOARD OF DIRECTORS:

Byron Aultman, President  
Jimmy McNorton, Vice President  
Ralph Fuller, Secretary-Treasurer  
Willard Cox, Director  
Carl Smith, Director  
Earl Wilmoth, Director  
Bryan Brooks, Director

**LEAD OPERATOR:** Ashley Hebert  
**OFFICE STAFF:** Cookie McKee and Donna Day

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

a. Standard Installation Fees = \$1329.00

(1) Standard Service (5/8" x 3/4" Connection), short side tap (water lines on same side of road), \$150.00 membership fee, \$124.00 equity buy-in fee, \$900.00 tap/installation fee, \$30.00 filing document fee for easement and \$125.00 customer service inspection. Road bore and additional material costs will need to be added for installations that are not a short side.

(2) Non-Standard Service actual cost  
(engineering study cost plus actual cost of improvements and installation)

b. Monthly Charges for a standard 5/8" x 3/4" Connection is: \$ 32.52  
This is a minimum monthly charge (zero usage). See gallonage charge schedule below (c).

The Minimum Monthly Charge (zero usage) for other meters by size are as follows.  
Membership fees for these meters are based on the meter sizes.

Meter by Size	AWWA Standards	Monthly Minimum Usage Charge	Membership Fees (Refundable)
5/8" x 3/4 "	1	\$32.52	\$150.00
3/4 "x 3/4 "	1.5	\$48.78	\$225.00
1"	2.5	\$81.30	\$375.00
1 ½"	5	\$162.59	\$750.00
2"	8	\$260.15	\$1,200.00
3" Displacement	9	\$325.18	\$1,350.00
3" Compound	16	\$474.25	\$2,400.00
3" Turbine	17.5	\$518.71	\$2,625.00
4" Compound	25	\$812.96	\$3,750.00
4" Turbine	30	\$889.22	\$4,500.00
6" Compound	50	\$1,625.92	\$7,500.00
6" Turbine	62.5	\$1,852.54	\$9,375.00
8" Compound	80	\$2,371.25	\$12,000.00
10" Compound	115	\$3,408.67	\$17,250.00

c. Gallonage Charges:		
(1)	Charge per 1000 gallons zero to 2,000 gallons	\$ 4.00
(2)	Charge per 1000 gallons 2,001 to 6,000 gallons	\$ 4.50
(3)	Charge per 1000 gallons 6,001 to 10,000 gallons	\$ 5.00
(4)	Charge per 1000 gallons 10,001 to 20,000 gallons	\$ 5.50
(5)	Charge per 1000 gallons 20,001 to UP gallons	\$ 6.00

Other charges related to services:

d.	TCEQ Regulatory Fees	½ % of total bill
e.	Late Payment Fee if bill not paid by 20 <sup>th</sup> of each month	\$ 10.00
f.	Owner Notification Fee	\$ 10.00
g.	Returned Check/Payment Fee	\$35.00
h.	Turn on Fee for disconnects due to nonpayment	\$ 60.00
i.	Meter Installation Fee for New Accounts (Tap Fee)	\$900.00
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.	Reconnect Pulled Meter	\$100.00
r.	Easement Filing Fee - Liberty County	\$30.00

s. Equity Buy-in Fee

\$124.00

t. Other Fees

Cost of providing service requested

DUE DATES: Water bills are due by the 20<sup>th</sup> of each month. Late charges are added to any unpaid balance on accounts on the 21<sup>st</sup> of each month.

PAYMENT OPTIONS: There are many options for paying your water bill. These options allow you to see what the balance is on your account and make payments on any day at any time. Bills may be paid in person at our office during business hours or by dropping your payment in our payment drop box. You may elect to pay your bill by an automatic bank draft each month (ACH), or by utilizing one of our many payment service options such as, telephone 281-631-3840 or by logging on to our website and selecting the Bill Pay option at: [www.southclevelandwsc.ruralusa.com](http://www.southclevelandwsc.ruralusa.com) The bill pay options on our website will allow you to check your balance and make a one-time payment or establish monthly automatic payments.

FIRE DEPARTMENT FEE:

A one-dollar (\$1.00) donation for the Cleveland Volunteer Fire Department is added to your monthly bill. These collections are forwarded to the fire department each month to assist them in servicing our area. They truly appreciate your support. If you do not wish to make this donation, you may deduct the \$1.00 from your water bill without penalty.

**OUR BOARD TYPICALLY MEETS MONTHLY. THE MEETINGS ARE HELD AT 6:00 PM AT OUR OFFICE LOCATED AT 561 CR 331 CLEVELAND, TX 77327 AND ARE OPEN TO THE PUBLIC. MEETING DATES AND AGENDAS ARE POSTED ON OUR WEBSITE. 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 (See AWWA Standards)***

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

**Initials:** \_\_\_\_\_

# 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. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.
7. A backflow prevention device should be installed per TCEQ regulations and specifications.
8. One Household per standard meter.

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.

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Applicant/Customer signature

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Date