

the State of Texas.

16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. Seq. as amended. This paragraph is to be broadly construed.

17. Any amount due and unpaid more than thirty (30) days shall accrue interest at the maximum rate allowed by law.

EXECUTED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF \_\_\_\_\_ WSC

By: \_\_\_\_\_ by: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

City Secretary: \_\_\_\_\_

App. # \_\_\_\_\_

CITY OF \_\_\_\_\_  
Code Enforcement Department  
Application for Sanitary Sewer Service

Date: \_\_\_\_\_ Permit #: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

I/we \_\_\_\_\_ agree to pay monthly sanitary sewer service fees to the City of \_\_\_\_\_ through the WSC's billing office. If I/we fail to pay the monthly fees for sanitary sewer service, I/we authorize and agree to allow WSC to disconnect my/our water meter and to withhold water service until such delinquency is made current.

Signature of Applicant(s) \_\_\_\_\_ Date \_\_\_\_\_

Permit Issued By \_\_\_\_\_ Date \_\_\_\_\_

(For use by the City Utility Billing Department)

The City of \_\_\_\_\_ requests that WSC begin charging \_\_\_\_\_ for monthly sanitary sewer service at a rate of \_\_\_\_\_. Services commence on \_\_\_\_\_ (application date).

**AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF WASTEWATER SERVICE**

Date:

**WATER UTILITY:**

Name  
Address  
Telephone Number  
Fax Number

**SEWER UTILITY:**

Name  
Address  
Telephone Number  
Fax Number

**PURPOSE:**

\_\_\_\_\_ Water Supply Corporation (“Corporation”) is a nonprofit water supply Corporation that provides retail water utility service in \_\_\_\_\_ County, Texas pursuant to Texas Commission on Environmental Quality (“TCEQ”) Certificate of Convenience and Necessity (“CCN”) No. \_\_\_\_\_. City of \_\_\_\_\_ (“City”) provides sanitary sewer service to businesses and residents [*pursuant to CCN No. \_\_\_\_\_*], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit “A.”

Each utility bills its customers separately. In order to insure that the City’s sewer customers, located in the areas of customer overlap listed in Exhibit “A”, make timely payments of their sewer service bills, the City requires the ability to terminate water service to the delinquent customers under terms and conditions prescribed by the TCEQ. As provided by Texas Water Code Sections 13.250(b)(2) and 13.147, the Corporation for the consideration set forth in this agreement, agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills after lawful termination of service notices have been issued by the City.

The terms and conditions of this agreement shall be controlled by the rules and regulations of the TCEQ on this subject matter as the same may be adopted and amended from time to time as if said rules were written verbatim herein.

**AGREEMENT:**

1. The City shall give written termination of service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City’s sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is subject to disconnection at the same time, it shall be sufficient for the City to send the Corporation a single

sample termination notice with a list of all customers subject to termination by name and service address.

2. If any delinquent customer has not paid their sewer bill by 8:00 a.m. of the noticed termination date, the City shall notify the Corporation to proceed with terminating that customer's water service. The City shall notify the Corporation of which previously delinquent sewer customers have paid their accounts and are no longer subject to water service termination. If this notice is given verbally, it shall be followed by a written notice.

3. Upon receipt of all monies lawfully due from the delinquent sewer customer, the City shall notify the Corporation that it may restore the customer's water service as required by the TCEQ's rules. The Corporation shall restore the service within 24 hours unless the customer is also delinquent on their water bill and a lawful termination of water utility service notice has been issued by the Corporation. In which case, the Corporation shall not be required to restore the customer's water service until all service restoration requirements have been met under the Corporation's water tariff.

4. The Corporation may not charge the delinquent sewer customer a reconnect fee for restoring water service after payment of delinquent sewer bills.

5. The City will pay the Corporation a service charge not to exceed fifty (\$50.00) dollars per disconnection/reconnection. This fee may change from time to time as agreed to by the parties.

6. The Corporation shall not terminate the water service to any delinquent residential sewer customer if the Corporation would otherwise be prohibited, under its tariff, from terminating that customer's water service due to the illness or potential illness of any resident at that service location. This prohibition shall remain in effect for so long as the Corporation would otherwise be prohibited from terminating that customer's water service. The Corporation shall provide timely notice to the City of which of its water customers are subject to this medical prohibition for disconnection of utility service.

7. The Corporation shall not terminate the water service to any delinquent customer on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for purpose of collections and reconnecting service.

8. Purpose of Agreement/Indemnity. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by city. No partnership or joint venture is intended to be created hereby. The Corporation's sole responsibility is to terminate its water service to sewer customers of the city for nonpayment of delinquent sewer bills and the Corporation shall have no responsibility for, and City shall indemnify, defend and hold the Corporation harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the Corporation or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the Corporation or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense

or fee, including attorney's fees, costs of court or expert fees, incurred by the Corporation relating to or arising from any such damages, claims, demands or causes of action.

TERM:

This agreement shall remain in full force and effect for so long as such agreements are allowed by law and the parties continue to be the respective water and sewer utility purveyors in the areas listed in Exhibit "A". Either party may terminate this agreement with thirty (30) day written notice to the other party.

TELEFAX COMMUNICATIONS:

All notices required herein may be given by telephone facsimile or other electronic transmission to be followed by a hard copy sent by US mail or hand delivery.

ENTERED IN \_\_\_\_\_ COUNTY, TEXAS.

\_\_\_\_\_ WSC.

City of \_\_\_\_\_

By: \_\_\_\_\_

by: \_\_\_\_\_



Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

§

THE COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, by  
\_\_\_\_\_ [DEVELOPER]

\_\_\_\_\_  
Notary Public - State of Texas

(Seal)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

\_\_\_\_\_ Water Supply Corporation

\_\_\_\_\_, Texas \_\_\_\_\_

**WOODROW-OSCEOLA WATER SUPPLY CORPORATION**

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION**

**TO:**

**ACCOUNT NUMBER:**

**DATE:**

**DATE OF SCHEDULED DISCONNECTION:** \_\_\_\_\_

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) FORMS is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

Circle all the forms needing additional information from the Applicant/Member.

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. ALTERNATE BILLING AGREEMENT
- E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- F. FINAL PLAT
- G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- H. OTHER INFORMATION \_\_\_\_\_

WOODROW\_OSCEOLA WSC MANAGEMENT

Signed by: \_\_\_\_\_







## SERVICE INSPECTION CERTIFICATION

Name of PWS \_\_\_\_\_

PWS I.D. # \_\_\_\_\_

Location of Service \_\_\_\_\_

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non-Compliance
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities in on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the water distribution facilities:

Service lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration

\_\_\_\_\_  
Date

**SECTION K. MISCELLANEOUS**

**TARIFF FILING REQUIREMENTS (New form 12/10)**

SAMPLE LETTER

*Date*

Tariff Clerk  
Office of Water Supply Division, MC 153  
TCEQ  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: Tariff for \_\_\_\_\_ WSC, CCN No. \_\_\_\_\_, in \_\_\_\_\_ County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 30 TAC Section 291.21(j), enclosed is a tariff for \_\_\_\_\_ Water Supply Corporation provided for informational purposes. *The tariff was revised and changed in \_\_\_\_\_; therefore, please discard the previously filed tariff and replace it with the attached.*

Should you or your staff have any questions, please contact me at \_\_\_\_\_.

Sincerely,

*Name*  
*Water System*

**TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA**

<b>METER SIZE</b>	<b>RECOMMENDED CONTINUOUS RATE OF FLOW</b>	<b>RESIDENTIAL METER EQUIVALENTS</b>
5/8" X 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

**NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.**

## VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

### \_\_\_\_\_ WSC POLICY ON VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

The corporation shall as part of its billing process collect from its customers a voluntary contribution, including a voluntary membership or subscription fee, on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

- (1) Describing the procedure by which the customer may make a contribution with the customer's bill payment;
- (2) Designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;
- (3) Informing the customer that a contribution is voluntary; and
- (4) Describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

- (1) The corporation's expenses in administering the contribution program; or
- (2) five percent of the amount collected as contributions.

### SAMPLE NOTICE TO THE CUSTOMERS

The \_\_\_\_\_ WSC is offering each customer the opportunity to make a voluntary contribution to the local voluntary fire department(s) and / or emergency medical service(s). The \$XX.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to the following Voluntary Fire Department(s) and or Emergency Service(s): **(LIST ALL applicable recipients). Ever Alert Voluntary Fire Department, South Side Voluntary Fire Department, Ever Alert Emergency Rescue Service,**

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at (Address of the office), by phone \_\_\_\_\_, Corporation's Web Page \_\_\_\_\_, or by FAX \_\_\_\_\_.

### SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the \$X.00 contribution from the final amount stated on this water bill.

**OR—** Each customer has the right to contribute any extra contribution as a voluntary contribution for local emergency services.

## REFERENCE FROM TWC CHAPTER 67.

## Sec. 67.017. VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES.

(a) A corporation may as part of its billing process collect from its customers a voluntary contribution, including a voluntary membership or subscription fee, on behalf of a volunteer fire department or an emergency medical service.

(b) A corporation that collects contributions under this section shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

(1) Describing the procedure by which the customer may make a contribution with the customer's bill payment;

(2) Designating the volunteer fire department or emergency medical service to which the corporation will deliver the contribution;

(3) Informing the customer that a contribution is voluntary; and

(4) Describing the deductibility status of the contribution under federal income tax law.

(c) A billing by the corporation that includes a voluntary contribution under this section must clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

(d) The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department or emergency medical service, except that the corporation may keep from the contributions an amount equal to the lesser of:

(1) The corporation's expenses in administering the contribution program; or

(2) five percent of the amount collected as contributions.

Added by Acts 1997, 75th Leg., Ch. 166, and Sec. 2, eff. Sept. 1, 1997.

