

439 Water Supply  
Corporation  
Tariff

Certificate of Convenience & Necessity # 10001

Effective November 15, 2023

6202 Sparta Drive  
Belton, TX 76513

Phone: (254) 933-2133      Fax: (254) 933-2509

[www.439WaterSupply.com](http://www.439WaterSupply.com)  
[439water@439WaterSupply.com](mailto:439water@439WaterSupply.com)

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**SECTION A. RESOLUTIONS**

THE BOARD OF DIRECTORS OF 439 WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the 439 Water Supply Corporation, serving in Bell County, Texas consisting of Sections A through K and forms inclusive, is adopted and enacted as the current regulations and policies effective as of December 13, 2023.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this Tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation’s website. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (or revised) in compliance with the [Open Meetings Act, Chapter 551](#) of the Texas Government Code.

PASSED and APPROVED this 13 day of December, 2023.

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Glen Grandy  
President, 439 Water Supply Corporation

SEAL

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Jason Brumbalow  
Secretary, 439 Water Supply Corporation

## SECTION B. STATEMENTS

1. **Organization.** The 439 Water Supply Corporation (“Corporation” or “WSC”) is a member-owned, nonprofit corporation incorporated pursuant to the [Texas Water Code Chapter 67](#), and the provisions of the Texas Business Organizations Code applicable to member owned member controlled nonprofit corporations for the purpose of furnishing potable water service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Purpose:** 439 Water Supply Corporation exists to provide safe potable drinking water to retail customers in our service area, CCN 10001. The Board of Directors and staff endeavor to provide excellent customer service, sound planning, prudent management of resources while balancing the needs of current customers with responsible planning for future needs. Due to the nature of our surface water supply and treatment and the resources available to rural water supply corporations in general, we must plan expected water needs on a 50 year horizon. Our customer/member base grows through the development of land within our service area and a prime fiduciary responsibility of the Corporation is to be able to meet those needs according to the terms of our Tariff when they arise. We welcome member participation in this challenging task.
3. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws provide an important foundation to this tariff and are on file at the Corporation’s office.
4. **Board of Directors:** The Board of Directors (“The Board,”) shall govern the affairs of the Corporation in accordance with the Bylaws, this Tariff, applicable law, and industry best practices. The members of the Board of Directors serve alternating two-year terms and are elected by Members in accordance with the Bylaws and applicable law at the annual membership meeting held in January each year. In addition to other requirements, Board Members must be a member of the Corporation, must be 18 years of age, and must have completed and submitted to the Corporation on or before November 22 the required application for election to the Board of Directors, including all statements and the petition. The Board of Directors is the final decision authority for the Corporation. Additional details and updates can be found on the Corporations website.
5. **Management Plan:** The Board sets policies and approves procedures for the Corporation. To assist The Board in managing the Corporation, it has created two independent branches of management, the Director of Operations and the Business Manager, (“Senior Management”). Although The Board is directly involved in many of the key management decisions, policies and procedures adopted by The Board are communicated to Senior Management and staff and, as applicable, to its Members, at regular monthly Board of Directors meetings. They then become part of the Corporation's operating procedures and are to be documented by Senior Management and remain in effect until either changed by Board action or modified because of changing internal or external conditions or regulation. See the Corporation’s Management Plan for additional information on the day to day management of the Corporation.

6. ***Non-Discrimination Policy.*** Membership in the Corporation and services provided by the Corporation are provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
7. ***Policy and Rule Application.*** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
8. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest in becoming a Member of the Corporation under the policies of this Tariff shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
  - a. By presentation of concerns to the Corporation's Senior Management or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
  - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
  - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
9. ***Information Disclosure.*** The records of the Corporation shall be kept in the Corporation office at 6202 Sparta Road, Belton, Texas, 76513. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act and other applicable law. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation acting in connection with the employee's duties.** [Chapter 182, Subchapter B of the Texas Utilities Code](#) makes confidential a water utility customer's address, telephone number, account records, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, an individual customer may request in writing that this information be released upon request. The Corporation shall give its applicants and customers notice of their right to request disclosure of this information under this policy. The confidentiality provision in Chapter 182, Subchapter B of the Texas Utilities Code does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members.
10. ***Damage Liability.*** The Corporation is not liable for damages caused by service interruptions, events beyond its control, or for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, the Member consents to waiver such liability.

11. ***Customer Notice of Rate Change.*** The Corporation will give written notice of rate changes by mail or hand delivery and by email and the Corporation's website, if applicable, to all customers at least 30 days prior to the effective date of the new rate. The notice will contain the old rates, new rates, effective date of the new rate, meaning the first date of the applicable billing cycle where the new rate will take effect, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
12. ***Customer Service Investigation.*** The Corporation requires that a customer service inspection certification be completed prior to providing any new continuous water service, including but not limited to all new construction, reconnection of service, new construction associated with an existing service, and all new activations of standard and nonstandard services. Customer service inspections may also be required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. ([30 TAC 290.46\(j\)](#)) (See Tariff [Section G. 4.](#))
13. ***Submetering Responsibility.*** A Master Metered Account, defined as an apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter, whether sub metered or not, may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission, [Chapter 24](#), Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the sub metered accounts ("Tenants"); Tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Master Metered Account holder and or the Public Utility Commission.
14. ***Prohibition Against the Resale of Water.*** Water delivered through the water meter of a Member 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 share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.
15. ***Fire Protection Responsibility.*** It is not the purpose of the Corporation to provide fire protection. The Corporation does not provide nor imply that fire protection is available anywhere in the distribution system. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the fire department and the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant or appurtenances at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Nonstandard Service Contract as provided for in [Section F](#), in which event the terms and conditions of the Contract shall apply. Furthermore, the Corporation may assign specific refill hydrants/valves for use or restrict from use specific hydrants/valves due to improper use or detriment to the system as determined by the Corporation.
16. ***Voluntary Contributions Policy.*** The Board has approved and set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. The policy adopted sets up the guidelines for collection, accounting, and distribution of funds to the respective

local Emergency Service Response entities. ([Texas Water Code Sections 13.143](#) & [Section 67.017](#))  
(See [Voluntary Contribution Policy](#) )

17. **Mobile and Modular Home and RV Park Policy.** For purposes of this policy, mobile home or modular home will be treated as a single family conventionally built home. For purposes of this policy, Recreational Vehicles shall be treated as five (5) Recreational Vehicles are equal to one (1) conventionally built single family home. Mobile Home, Modular Home, and Recreational Vehicle developments may request service as either individually meter units or multi metered units provided under the terms of the Corporation. The Corporation has the final say as to how it will authorize metering for groupings of mobile, modular or RVs, aka “Parks”.
18. **Built to Rent (BTR) Communities:** For communities that are built to rent, including but not limited to apartment complexes, duplex type complexes, mobile home, modular home and RV parks, the Corporation, at its sole discretion, may require a master meter for the community, individual meters, or some combination thereof, depending on the specific location and design of the community.
19. **Service Line Extension Policy:** It is the policy of the Corporation that all extensions or improvements to facilities required as a result of an application or applications for service, except those that are a part of a program to be financed by government funding as a general extension project, shall be at the cost of the applicant or applicants for such service is requested. If the applicant desires the Corporation to construct any required improvements, payment shall be required prior to the beginning of construction.
20. **Large Developments:** Although the Corporation serves a population quickly approaching 10,000 people, at its core, the Corporation remains a small company. The Corporation strives to provide appropriate supplies of raw water, water treatment, and key plants for distribution of finished water through its normal course of business and revenues, large developments may, at the Board’s discretion, be required to improve parts of the distribution system beyond simple service line extensions or upgrades. Evaluation of this potential cost will be addressed during the Non Standard Service due diligence and planning process, which is to be communicated to the potential applicant.



## **SECTION C. DEFINITIONS**

**Applicant** – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Corporation. A person must have reached age of majority (18) in Texas to apply for service. ([Section 129.001, Civil Practice & Remedies Code](#))

**Base Rate** – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in [Section G](#).

**Board of Directors** – The governing body elected by the Members of the Corporation that is vested with the management of the affairs of the Corporation. ([Section 22.001\(1\), Texas Business Organizations Code](#))

**Bylaws** – The rules pertaining to the governing of the Corporation adopted by the Corporation Members. ([Section 22.001\(2\), Texas Business Organizations Code](#))

**Certificate(s) of Convenience and Necessity (CCN)** – The authorization granted under [Chapter 13 Subchapter G of the Texas Water Code](#) for the Corporation to provide water and/or sewer utility service within a defined territory. The Corporation has been issued Certificate Number 10001. Territory defined in the CCN shall be the Certificated Service Area. (See [Section D](#), Certificated Service Area Map(s))

**Corporation** – The 439 Water Supply Corporation.

**Debt Owed to Corporation** – All debts accrued by an individual customer that shall include but not be limited to past due bills from the current or other/former service location(s) of the customer, deferred payment agreements, fees and penalties incurred in accordance with this Tariff, disconnect/reconnect fees, Corporation assessments, damages, and any other monetary amount accrued and owed to the Corporation.

**Developer** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two water service connections on a single contiguous tract of land as defined in [Section 13.2502 \(e\)\(1\) of the Texas Water Code](#).

**Disconnection of Service** – The discontinuance of water service by the Corporation to a Member/Customer.

**Easement** – A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The easement will be filed in the real property records of the appropriate county or counties.

**Equity Buy-In Fee** – Each Applicant for new service or where an upgraded service tap is necessary shall be required to achieve parity with existing Members by matching(?) the existing Member's contributions to the Corporations assets. This fee shall be calculated annually after receipt of the system audit and shall be assessed prior to application approval on a per service unit basis for each property and shall be assigned and restricted to that property for which service was originally requested. (See [Section G. 7.](#), also See

[Section K](#), Calculation of Average Net Equity Buy in Fee)

**Extreme Weather Emergency** – a period beginning when the previous day’s highest temperature recorded for the Corporation’s service area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An extreme weather emergency is over on the second business day the temperature exceeds 28 degrees Fahrenheit [as defined in [16 TAC 24.173\(b\)\(2\)](#)].

**Final Plat** – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water, sewer, electrical, drainage, and private access easements, and location(s) of lakes, streams, rivers, storm water detention and or water quality facilities, and the flood plain as applicable, through the property. The Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat acceptable to the Corporation. For purposes of evaluating Subdivision service requests under [Section F](#), the Corporation may accept preliminary plats or plats awaiting final approval of other jurisdictions pending execution of agreement for service by the Corporation.

**Hazardous Condition** – A condition that jeopardizes the health and welfare of the Members/Customers of the Corporation or the general public as determined by the Corporation or regulatory authority.

**Indication of Interest Fee** – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff [Section E. 10 b.](#), and [Sample Application Packet - USDA RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

**Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested. (See [Section G](#), for breakdown of costs included in the fee.)

**Liquidated Membership** – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff. (See [Section E.19 e.](#))

**Member** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the Corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water utility service from the corporation. An applicant must be qualified for service and must have been certified as a member in accordance with the Corporation’s Tariff before service will be activated. ([Texas Water Code Section 13.002\(11\)](#), [Texas Water Code Section 67.016\(d\)](#))

**Membership** – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member’s interest (ownership) in the Corporation. (See Tariff Section [E.19](#) and [Texas Business Organizations Code Sections 22.151\(c\)](#)).

**Membership Fee** – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon request upon termination of service and surrendering the Membership. The membership fee cannot be

more than 12 times the minimum monthly base rate.

**Meter Test Fee** - A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.

**Nonstandard Service** – A service tap that is anything other than a Standard Service as defined below.

**Public Utility Commission (PUC)** – State regulatory agency having jurisdiction over water service utilities and appellate jurisdiction over the rates and fees charged by Nonprofit Water Supply Corporations.

**Proof of Ownership** – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate, typically a deed or contract for deed. (See [Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011](#))

**Rural Utilities Service (RUS)** – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

**Renter** – A customer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section [E. 18.](#))

**Re-Service** – Providing service to an Applicant at a location at which service previously existed and where there is an existing setting for a meter that is compliant with current Corporation requirements. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff [Section E. 1. b.](#), and Section J Miscellaneous Request for Service Discontinuance & Membership Cancellation)

**Seasonal Reconnect Fee** – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

**Service Application and Agreement** – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See [Sample Application Packet RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

**Service Investigation Fee** – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section [F. 3. \(c\)](#), [F. 4.](#), and [G. 26](#)).

**Service Trip Fee** - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or any other suspicious activity; or for the purpose of disconnecting or collecting payment for services.

**Service Unit** – The standard unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section [G. 7](#) and [G. 14.](#))

**Standard Service** – A service tap (new or pre-existing) for a single business or residential unit to be served by a standard 5/8” x 3/4” meter where the Corporation’s water distribution pipe is on the property for which service is requested, is adequate to meet the service requested, and there are no down-stream conditions which would otherwise prevent adequate service in accordance with applicable requirements.

**Subdivide** – To divide the surface area of land into two or more lots or tracts.

**Subdivider or Person who Subdivides Land**– An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots or tracts as a part of a common promotional plan in the ordinary course of business.

**Subdivision** – An area of land that has been subdivided into two or more lots or tracts less than 10 acres each.

**Tap fee** – all current labor and materials cost necessary to provide individual metered water service.

**Tariff** – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State Office of the PUC.

**Temporary Service** – The classification assigned to an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section [E. 25](#), [E. 26](#), [E. 27](#), and [E. 28](#) are met. Applicant must have paid all fees associated with Temporary Service, any transition to permanent service, any other investigative fees the Corporation may reasonably charge.

**Texas Commission on Environmental Quality (TCEQ)** – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Nonprofit Water Supply Corporations.

**Transfer Fee** - A fee assessed by the Corporation for costs associated with transferring membership. (See Tariff [Section E. 19. c.](#), [Section G. 28](#) and [Texas Water Code Section 67.016](#))

**Transferee** – An Applicant receiving a Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff [Section E. 19. c.](#), [Section G. 28](#) and [Texas Water Code Section 67.016](#))

**Transferor** – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. ([Texas Water Code, Section 67.016](#))

**Usage** – Amount billed for water service based on actual or estimated usage.

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member’s historical

average usage for the prior month or for the same month of the prior year where date is available. (See [Section E.5.b.](#); See also PUC Rules [16 TAC §24.165\(i\)](#) regarding estimated bills.)

**Water Conservation Penalty** – A penalty that may be assessed under [Section H](#) of this Tariff to enforce customer/member water conservation practices during drought contingency or emergency water demand circumstances. (See [Texas Water Code Section 67.011 \(b\)](#) and [Section H. 7.](#))

**SECTION D. GEOGRAPHIC AREA SERVED**

**CERTIFICATE OF CONVENIENCE AND NECESSITY**

**Certificate No. 10001**

## **SECTION E. SERVICE RULES AND REGULATIONS**

1. **Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:
  - a. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device if required by the Corporation. ([30 TAC 290.46\(j\)](#); [Section I](#). Service Application and Agreement) If the Customer Service Inspection uncovers repairs that must be made before service can be installed, the Corporation reserves the right to delay the installation of service until such repairs are made.
  - b. **New Tap** – On property that has not had a previous service and a water main of appropriate capacity is located, in addition to a Membership Fee, Equity Buy in Fee, and other fees that may apply, the corporation shall charge a nonrefundable service installation fee as required under [Section G](#). of this tariff. The service installation fee is for the cost of materials and labor to provide service and shall be quoted in writing to the applicant prior to the installation. Any debt owed to the Corporation and all fees shall be paid, or a deferred payment contract signed in advance, prior to the activation of service. ([16 TAC 24.163\(a\)\(1\)\(A\)](#))
  - c. **Re-Service** – On property where service previously existed, in addition to other applicable fees, the corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service. If the previously existing service is inadequate to meet the needs of the service requested by the Applicant, the condition will be treated as a new tap and new tap fees in addition to a Membership Fee and any additional fees will be applicable.
  - d. **Performance of Work** – All tap and equipment installations specified by the corporation shall be completed by the corporation staff or designated representative after all requirements for service have been met. The Corporation will endeavor to complete the tap for a standard service request within five (5) working days after requirements for service have been met. This time may be extended in emergency situations, for installation of equipment for Nonstandard Service Request, or interruptions is the Corporation’s supply chain beyond the Corporation’s control. ([16 TAC 24.161\(a\)\(4\)](#), See [Section F](#).)
2. **Activation of Nonstandard Service.** Activation of Nonstandard Service shall be conducted as prescribed by terms of [Section F](#). of this Tariff.
3. **Applicant’s or Transferee’s Recourse.** In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the corporation must notify the applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with The Board at the offices of the Corporation.

4. **Back-billing.** If a Member is undercharged, the corporation may back-bill the Member. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff ([See 16 TAC Section 24.165\(h\)](#)). If the underbilling is \$45.00 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.
5. **Bill Adjustment.**
- a. Due to Meter Error - The Corporation shall test any Member's meter upon written request of the member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in [Section G](#) of this Tariff may be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See [Section J. Miscellaneous Transaction Forms.](#))
  - b. Due to Estimated Billing - If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, or any other hindrance lying upon the member's property, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See [Section E. 20. a.](#))
  - c. Due to Leak - If a Member's monthly bill is higher than normal due to a leak on the Member's side of the meter, the Member may submit a written leak adjustment request to the Corporation. Upon approval of a leak adjustment by the Corporation, the Member shall be charged the amount of one month's average bill for the previous twelve (12) months. Any additional consumption above the Member's average bill shall be charged at the Corporation's current lowest-tier rate that fully covers the cost of service associated with the additional consumption. The Corporation may grant an adjustment if each of the following apply:
    - (1) the amount of excess water usage reflected in the contested bill is at least three (3) times the Member's average monthly usage;
    - (2) the leak has been verified by the Corporation's manager or other representative;
    - (3) the Member submits the leak adjustment request and documentary evidence that the leak has been repaired within ninety (90) days of repair, including a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
    - (4) the Member has not requested a leak adjustment during the previous twenty-four (24) months regardless of the number of meters serving the Member's property or properties.
6. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.



7. **Changes in Service Classification.** If at any time the Corporation determines that the customer service classification needs to be changed from the original classification applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (See [Section E. 11. a.](#))
8. **Charge Distribution and Payment Application.**
- a. **The Base Rate** is for the billing period from the first day of the month to the last day of the month. Charges shall not be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the first of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
  - b. **Gallonage Charge** shall be billed at the rate specified in [Section G.](#) and billing shall be calculated in one thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
  - c. **Posting of Payments:** All payments shall be posted against previous balances and late fees prior to posting against current billings.
  - d. **Forms of Payment:** The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. The Corporation will not assess the credit card processing fee associated with credit card payments to those customers that make payment by credit card in accordance with consumer laws.
9. **Deferred Payment Agreement.** The Corporation may offer a written deferred payment schedule to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. (See [Section J. Miscellaneous Transaction Forms](#)). The Corporation must offer a deferred payment schedule for bills due during an Extreme Weather Emergency for at least 30 days from the date an Extreme Weather Emergency ends. The Member or rental tenant must accept the deferred payment schedule within seven (7) days from receipt of the written deferred payment schedule from the Corporation. The failure to make required and timely payments as provided in any deferred payment schedule will void that agreement and service will be discontinued. The Corporation may consider another deferred payment schedule provided payments will be made by automatic bank draft or credit/debit card. Nonpayment of any amount under an additional deferred payment schedule will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully

paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment schedule.

**10. Denial of Service.** The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant, Transferor, or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- b. Failure of the Applicant, Transferor, or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users or Employees of the Corporation upon connection;
- d. Failure of Applicant, Transferor, or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant, Transferor, or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant, Transferor, or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
- h. Failure of Applicant or Transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under [Chapter 366 of the Texas Health and Safety Code](#); and
- i. Failure of the Applicant, Transferor, or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant, Transferor, or Transferee received service. (Also [see E 19.](#))

**11. Disconnection of Service Rules.** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
  - 1) Returned Checks – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall

- be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a “cash-only” basis for a period of 12 months. **NOTE: “cash only,” means certified check, money order, or cash.**
- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under [Section E.10. i.](#), or failure to comply with the terms of a deferred payment agreement (See [Section J. Miscellaneous Transaction Forms](#));
  - 3) Violation of the Corporation’s rules pertaining to the use of service in a manner which interferes with the service of others, creates a health or safety risk as determined by the Corporation, or the use or operation of nonstandard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
  - 4) Failure of the Member to comply with the terms of the Corporation’s Service Agreement, Tariff (including, where appropriate, [Section H](#)), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
  - 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition, a condition jeopardizing health or safety, or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters, meter boxes, valve boxes, or gates providing access to the property, and unrestrained or dangerous animals.
  - 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
  - 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
  - 8) Failure to pay for sewer utility service provided by an entity lawfully entitled to collect for such services using the Corporations readings for billing and pursuant to an agreement with the Corporation. ([16 TAC 24.167\(e\)](#), [24.165\(g\)](#); [Texas Water Code 13.147, 13.250\(b\)\(2\)](#)).
  - 9) Cancellation of membership by Member on an account that the Member holds for water service to the Member’s renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. **The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF**

**RENTERS/LEESSEES.**

- 10) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ, or the TCEQ's designated representative, or other entities with competent jurisdiction under [Chapter 366 of the Texas Health and Safety Code](#).
  - 11) Failure to pay charges arising from service trip fee as defined in [Section G. 27.](#), meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading or any other fees properly billed to the customer.
  - 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member or a third party working directly or indirectly on the behalf of the Member or a Renter damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, installation of fences or signs, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
  - 13) Failure to disconnect or secure additional service tap(s) for an RV, manufactured home, an additional home or any other service connection (See [E. 24](#) of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.
  - 14) Prolonged verbal abuse, threatened physical abuse (whether explicit or implied), or any physical altercation initiated by the customer that continues after the customer was properly notified to cease and desist.
- b. **Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in [Texas Health and Safety Code Sections 341.011](#) or [343.011](#). If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local officials.

The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition ([30 TAC 290.46\(i\)](#) and [290.46\(j\)](#)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.

- 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation may provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
  - 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for any reason including but not limited to nonpayment; and
  - 4) In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of water service. **Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.**
- c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:
- 1) Failure of the Member to pay for merchandise or charges for nonutility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of nonutility service as a condition of service;
  - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
  - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
  - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters [Section E. 14.](#) of this Tariff.
  - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances caused by the Member or beyond the Corporations control.
  - 7) Failure of the Member to pay a bill due during an Extreme Weather Emergency if the Member has requested, accepted, and is in compliance with the terms of a deferred payment schedule under Section F. 9. of this Tariff. (16 TAC 24.173)
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day

preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.

- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes in writing that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month’s bill and the past due bill are not paid by the due date of the next month’s bill, unless the Member or tenant enters into a Deferred Payment Agreement (see [Miscellaneous Transaction Forms](#)). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g. **Disconnection of Master-Metered Accounts** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
  - 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
  - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post at notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
  - 3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.
- i. **Seasonal Disconnection** – A member may, in a written request, voluntarily suspend service for a period not exceeding nine months within a twelve-month period. If service is re-established before the end of the ninth month, the member will be assessed a Seasonal Reconnect Fee. If service is not reestablished after the ninth month, then service may be reestablished in accordance with the reservice requirements set forth in of [Section E.1.b](#), this Tariff.

**12. Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any

bill, the Corporation shall make and conduct an investigation as required by the particular case and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

**13. Due Dates, Delinquent Bills, and Service Disconnection Date.**

- a. The Corporation shall mail all bills on or about the first of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill, after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See [Texas Government Code 2251.021](#)) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A two day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.
- b. The board of directors or general manager may elect to not charge a late fee or re-connect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 10-day payment period for a total of no more than 20 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. ([Texas Utilities Code Sections 182.001 - 182.005](#)) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a “stop payment order” issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

**14. Inoperative Meters.** Water meters found inoperative will be repaired or replaced by the Corporation within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

**15. Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause

for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service; and
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

**16. *Line Extension Reimbursement.*** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area under the terms of a Nonstandard Service Contract. (See [Miscellaneous Transaction Forms](#))

**17. *Master Metered Account Regulations.*** An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering to these facilities at an Applicant's request. ([16 TAC \(24.281\(e\)\(1\)\)](#)).

**18. *Members and Renters.*** Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due to the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See [Miscellaneous Transaction Forms](#).) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see [Miscellaneous Transaction Forms](#)).

If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

**19. *Membership.***



- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application and shall remain assigned as such unless otherwise agreed by the Corporation. ([Texas Water Code Section 67.016](#)) **NOTE (1): In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. NOTE (2): In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See [Section C Definitions](#), [E. 26.](#), [G. 4.](#) and [Section J.](#) CSI Certificate)**
- c. **Transfers of Membership.** – ([Texas Water Code Section 67.016](#))
- 1) A Member or executor of estate (court order or other legal instrument) is entitled to transfer Membership in the Corporation only under the following circumstances:
    - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
    - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
    - (c) The Membership is transferred without compensation or by sale to the Corporation; or
    - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
  - 2) In the event that Membership is transferred pursuant to the provisions of Subsection [19. c. \(1\)](#) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the Transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has

- been approved as provided by [Subsection 19. c. \(3\)](#) of this Section.
- 3) Qualifications for service upon transfer of Membership set forth in [Subsection 19. c. \(1\)](#) of this and [19. c. \(2\)](#) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
- (a) The Transferor and Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
  - (b) The membership has not been fully or partially liquidated;
  - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose, and
  - (d) Any debt owed the Corporation prior to the transfer is either paid in full at the time of the transfer or assumed in writing by the Transferee.
- 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10<sup>th</sup> day according to disconnection with notice requirements. Additional time may be allowed at the direction of the manager or The Board.
- d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used or if the service is suspended under the terms of this tariff. Failure to pay this monthly charge to the Corporation shall jeopardize the Member’s Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service [Section E 1.](#) of this Tariff. ([Texas Water Code Section 67.016](#))
- e. **Liquidation Due to Delinquency** –When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor’s Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (See Tariff [Section E, Subsection 11. a.](#)). The Corporation may collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service [Subsection E. 1. b.](#) of this Tariff.
- f. **Cancellation Due to Policy Noncompliance** – The Corporation may cancel a Membership

anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. ([Texas Water Code Section 67.016](#))

g. **Re-assignment of Canceled Membership.**

- 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water service is requested ([Texas Water Code Section 67.016](#)). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, paid any outstanding charges related to the Membership or a current membership fee, agrees to the Corporation's conditions of service, completed a service application package, and any other provisions set forth in the tariff.
- 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, paid any outstanding charges related to the Membership and other fees set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.

h. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See [Miscellaneous Transaction Forms](#)). Prior to the cancellation of any Membership as provided under [Subsection E. 19. d.](#) (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership provided the holder of any security interest in the Membership has notified the Corporation in writing requesting said notification. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.

i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding

12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of [Section E. 11](#). of this Tariff, with a copy of the notice to the bankruptcy Trustee.

- j. **Cancellation and Re-Assignment of Membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) or heir who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) or heir requesting transfer, such as final divorce decree, temporary court order, probate decree, affidavit of heirship, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

## **20. Member's Responsibility.**

- a. The Member shall provide access to the meter location as per the easement and service agreement. If access to the meter is hindered or denied an estimated bill may be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service may be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained or dangerous animals.
- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
- 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough or other reasonable requirements of the Corporation. ([30 TAC 290.46](#), [Texas Health & Safety Code Chapter 366](#))
  - 2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or nonresidential facility providing water for human consumption and connected to the Corporation's facilities. Customer is responsible for the installation of the service pipelines on the customer side of the meter. The service pipeline must be installed from the meter to the place of consumption and the Member is required to keep the service pipeline in good repair. The Member's responsibility shall begin at the discharge side of the meter. ([30 TAC 290.46](#); [16 TAC 24.163\(a\)](#); [RUS-TX Bulletin 1780-9](#) (Rev. 05/17))
  - 3) All sewer and potable water service pipelines must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.

Service may be discontinued without further notice when installations of new facilities or

- repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
- c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable to all accounts held by the member as per Service Application and Agreement executed by the Member.
  - d. The Corporation's ownership and maintenance responsibility of water supply and metering shall end at the meter or at the point at which other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
  - e. The Corporation shall require each Member to have a cut-off valve located outside of the meter box and within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
  - f. The member is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances.

**21. Meter Relocation.** Relocation of services shall be allowed by the Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation; and
- c. The Member pays the actual cost of removing and relocation of the meter tap plus administrative fees.

**22. Meter Tampering and Damage to Property.**

- a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
  - 1) Removing a locking or shut-off device used by the Corporation to discontinue service;
  - 2) physically disorienting the meter;
  - 3) attaching objects to the meter or tap to divert service or to by-pass;
  - 4) inserting objects into the meter or tap;
  - 5) other electrical and mechanical means of tampering with, by-passing, or diverting service;
  - 6) electrical or mechanical means of stopping, altering or otherwise changing the meter reading accuracy;
  - 7) connection or reconnection of service without Corporation authorization; and,
  - 8) connection into the service line of adjacent customers of the Corporation.
  - 9) Any other action taken that prohibits the equipment from performing its intended purpose.

The burden of proof of Tampering is on the Corporation. Law enforcement reports, photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence,

if applicable. Unauthorized users of services of the Corporation may be prosecuted to the extent allowed by law under the [Texas Penal Code Sections 28.03, 12.21 and 12.22](#).

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation may disconnect service without notice as set forth in [Subsection E.11.b](#), and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages or interferes with Corporation property may be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, lost water revenues, and the collection of legal fees incurred by the Corporation associated with said action. The Corporation also may prosecute the offending party to the extent allowed under law pursuant to [Texas Water Code Section 49.228](#) and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

**Note: For purposes of this section, “offending party” means the person who committed the Tampering or damaged the property.**

**23. Ownership of equipment.** All water meters and equipment and materials required to provide water service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained only by the Corporation.

**24. Prohibition of Multiple Connections to A Single Tap.**

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per each meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account” and have a single meter (See Subsection E. 17.). If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation may discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service may be disconnected without notice in accordance with Paragraph [E. 11. b](#). (30 TAC 290.44; See Sample Application Packet [RUS-TX Bulletin 1780-9](#) (Rev. 05/17)).
- b. For purposes of this section, the following definitions shall apply:
  - 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns, troughs, or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence, as a commercial, industrial facility or any combination thereof.
  - 2) A “primary delivery point” shall mean the physical location of a meter that is installed in accordance with this Tariff and applicable law and which provides water service to the residence, commercial, or industrial facility of a member.
  - 3) “Residential” or “residence” shall mean any structure, whether permanent, temporary, or mobile, which is being used for temporary or permanent human habitation, which may

- include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.
- 4) “Commercial” facility shall mean any structure or combination of structures at which any business activity, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
  - 5) “Industrial” facility shall mean any structure or combination of structures at which the manufacture or processing of any product, commodity or article is performed. An industrial activity conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate industrial facility.
- c. The Corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence beyond three months, this Tariff requires that an additional membership be secured, and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the Corporation may require that a second or additional meter(s) be purchased and installed. The member must submit a written request to the Corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. The Corporation has the right to refuse or deny the shared usage for any reason. The Corporation also has the right to inspect the premises for any potential connection or cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

## **25. INTENTIONALLY DELETED**

**26. Service Entitlement.** The Applicant(s) shall be entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met, all fees have been paid as prescribed and approved by the Board of Directors. ([16 TAC 24.161\(a\)](#))

**27. Service Location and Classification.** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service at each service connection provided by the Corporation. Service shall be through a meter located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:

- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions or size increases are not required, and special design and/or engineering and or down-stream modifications/considerations are not necessary. Typically, this would include 5/8” X 3/4” sized water meter services set on existing pipelines lines no more than five feet in depth.

- b. **Nonstandard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see [E. 2.](#) of this section), service to a pipe greater than five feet in depth, or requires an addition to the supply, storage, or distribution system. The service requirements as prescribed by [Section F.](#) of this Tariff shall be required of the Nonstandard Service Applicant prior to providing service.

**28. Service Requirements.** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to this or any other account the applicant(s) may have used in the past or currently. (See Sample Application [RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

- a. A Right-of-Way Easement Form, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - [RUS-TX Bulletin 1780-9](#) (Rev. 05/17), [30 TAC 290.47 Appendix B.](#)) **NOTE: This requirement may be delayed for Nonstandard Service requests.**
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recorded documentation of title to the real estate designated to receive service. ([Texas Water Code Sections 67.016 \(d\)](#), and [13.002 \(11\)](#) See also [Uniform Partition of Heirs Property Act, Property Code Chapter 23A](#)).
- c. On the request by the property owner or owner's authorized agent, the Corporation may require the installation of individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, condominium or RV Park on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of master meter installations, as provided in [Section G](#). The cost of master meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of [Section F](#). It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
- d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. ([16 TAC 24.153 \(a\)\(1\)](#)).
- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property, prior to receiving the requested service, Owner shall grant the easement(s) that may be required under this Tariff.



- f. The Corporation shall post on its website or provide to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form. *See* [Section J](#), Miscellaneous Transaction Forms. *See also*, [Texas Utilities Code Section 182.052\(c\)](#).

## **SECTION F. DEVELOPER, SUBDIVISION AND NONSTANDARD SERVICE REQUIREMENTS**

### **Part I.**

**General Requirements. This section details the requirements for all types of nonstandard service requests.**

1. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Nonstandard Service are determined, including the Nonstandard Service Applicant's and the Corporation's respective costs.

For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Nonstandard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Nonstandard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Nonstandard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Nonstandard Service on behalf of such owner, or that it otherwise has authority to request Nonstandard Service for the real property.

2. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of nonstandard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 10 feet. Nonresidential or residential service applications requiring a larger than 5/8" sized meter typically will be considered nonstandard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Nonstandard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

This Section sets forth the general terms and conditions pursuant to which the Corporation will process Nonstandard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide nonstandard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

3. ***Nonstandard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Nonstandard Service Contract by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Nonstandard Service Application (See [Section I](#), this Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision, master meter request, or multi-use facility.
  - b. If the nonstandard request is pursuant to the subdivision of real property, a preliminary plat (See [Section C](#).) must accompany the Application showing the Applicant's requested service area and

the details of the Applicant's intended design. Prior to installation of any water lines or meters, the Final Plat must be approved by, the Corporation, all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the preliminary plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

**NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.**

- c. A Nonstandard Service Investigation Fee may be charged by the Corporation in accordance with the requirements of [Section G](#), for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.
  - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
    - 1) The service location is not in an area receiving similar service from another retail Corporation;
    - 2) The service location is not within another retail Corporation's CCN; and
    - 3) The Corporation's CCN shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may authorize the extension of service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).
- 4. Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Nonstandard Service Contract in accordance with the following schedule:
- a. The Corporation or its engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating, if able, any applicable municipal or other governmental codes and specifications.
  - b. The engineer's fees, if any, shall be paid out of the Nonstandard Service Investigation Fee under [Section F. 3](#).

- c. Upon request by the Applicant, the Corporation's engineer shall submit to the Corporation and the Applicant a set of detailed plans, specifications, and cost estimates for the project.
- d. The Corporation or its engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.
- e. Where applicable, the Corporation's engineer will determine the fire flow design for any nonstandard service request, including new subdivisions, based on density, type of structure, and other factors.

**5. *Nonstandard Service Contract.*** Applicants requesting the Corporation to complete any upgrades associated with Nonstandard Service may be required to execute a written contract, drawn up by the Corporation's Attorney (See [Section I](#). Sample Forms), in addition to submitting the Corporation's Nonstandard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required Corporation's administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
- d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- e. Terms by which the Corporation shall administer the Applicant's project with respect to:
  - (1) Design of the Applicant's service facilities;
  - (2) Securing and qualifying bids;
  - (3) Execution of the Service Contract;
  - (4) Selection of a qualified bidder for construction;
  - (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
  - (6) Inspecting construction of facilities; and
  - (7) Testing facilities and closing the project.
- f. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- g. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds,

warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

- h. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

**6. *Construction of Facilities by Applicant Prior to Execution of Service Contract.*** The Corporation and the Applicant must execute a Nonstandard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation may require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

**7. *Dedication of Water System Extension/Improvements to Corporation.***

- a. Upon proper completion of construction of all on-site and off-site service facilities (the "Facilities") to meet the level and manner of service requested by the Applicant, the Facilities shall become the property of the WSC. The Facilities shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection b. Any connection of individual customers to the Facilities shall be made by the WSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

**8. *Property and Right-of-Way Acquisition.*** With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure or cause to be secured, easements or else title to facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and recorded by the Corporation at the expense of the Applicant. (See [Sample Application Packet](#))
- b. No facilities shall be constructed in the public right-of-way without prior written consent of the Corporation. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, if authorized by the Corporation, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals, shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.

- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities. The Corporation typically requires any exclusive dedicated right-of-way and any extension of its distribution system to extend "through" the Applicant's property. The Corporation may, at its sole discretion, waive or otherwise modify this requirement.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

**9. *Bids for Construction completed by the Corporation.*** The Corporation or its consulting engineer may advertise for bids or negotiate on behalf of the Applicant without competitive bidding for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Corporation's determination), to prospective bidders and contractors. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor may be required to provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor may require adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;
- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

**10. *Pre-Payment for Construction and Service completed by the Corporation.*** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Nonstandard Service Contract.

**11. *Construction.***

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed by best practices to facility construction of the water lines to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.

- b. The Corporation shall inspect the facilities in accordance with its new construction requirement to ensure compliance with Corporation standards. The Corporation may charge the Applicant a fee for inspections and or re-inspections.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

## PART II.

### Request for Service to Subdivided Property

**This section contains additional requirements for applicants that are developers as defined in Section C Definitions.**

1. ***Sufficient Information.*** Applicants shall provide the corporation with sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.
  - a. Completion of requirements described in [Section F, Part I.](#), including completing the Nonstandard Service Application.
  - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
  - c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.
2. ***Service within Subdivisions.*** The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for nonstandard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section. If the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water service ([Texas Water Code Section 13.2502](#)). In addition, Corporation may elect to pursue any remedies provided by the Nonstandard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to [Texas Water Code Section 13.257](#), and the [Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act](#).

- a. The Applicant must provide the following in addition to all other information otherwise required by this Section:
  - (1) Map and legal description of the area to be served using map criteria in [16 TAC 24.233\(a\)\(2\)\(A-G\)](#).
  - (2) Time frame for:
    - (a) Initiation of service
    - (b) Service to each additional or projected phase following the initial service
  - (3) Detailed description of the nature and scope of the project/development for:
    - (a) Initial needs
    - (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
  - (4) If fire flow is approved by the Corporation, flow and pressure for anticipated level of fire protection requested, including line size and capacity
  - (5) If fire flow is approved by the Corporation, specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
  - (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
  - (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.
- b. Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under [16 TAC Section 24.233\(a\)\(2\)\(A-G\)](#). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:
  - (1) The proposed improvements to be constructed by the Applicant;
  - (2) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
  - (3) The intended land use of the development, including detailed information concerning the types of land uses proposed;
  - (4) The projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out;



- (5) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
  - (6) A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- c. Applicant must establish that current and projected service demands justify the level and manner of service being requested.
  - d. Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application, payment of the required fees, and receipt of all information requested by the Corporation in order to complete the Corporation's evaluation. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).
  - e. In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing as possible after the Corporation receives the application and payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 60 days from the date of application, payment of the required fees, and receipt of all information requested by the Corporation in order to complete the Corporation's evaluation.
  - f. By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days.
3. ***Final approval.*** Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Nonstandard Service Contract.

## **SECTION G. RATES AND SERVICE FEES**

Unless specifically defined in this Tariff, all fees, rates, and charges as stated shall be nonrefundable.

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a “per meter” fee or an assessment based on a percent of water/sewer charges, this fee or assessment may be billed and collected as a “pass through” charge to the customer.
2. ***Assessments.*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board may make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year’s operations.
3. ***Customer History Report Fee.*** A fee of *see Rate and Fee Table Exhibit A* may be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.
4. ***Customer Service Inspection Fee.*** A (“CSI”) fee of *see Rate and Fee Table Exhibit A* may be assessed each Applicant before permanent continuous service is provided, re-service is provided, or if the Corporation requires a Customer Service Inspection due to a complaint or possible health and safety concern.
5. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See [Section E. 28.](#); [Section F. 8. b.](#))
6. ***Equipment Damage Fee: It is the Member's responsibility to protect the Corporation's facilities and equipment from damage caused by the Member's activities.***
  - a. If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, other service diversion, physical damage by mowing, driving, constructing over a water line or facility, a fee may be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. The Corporation may require this fee be paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority may be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation’s facilities or equipment have been damaged due to

negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

- b. If the Corporation's facilities or equipment have been damaged in any respect due to excavation, digging, or any other activity that damages Corporation water lines and facilities, a fee may be charged equal to the actual costs for all labor, water loss, materials and equipment necessary for repair or replacement of the Corporation's water lines and facilities. In the event of recurring or reckless damage, the Corporation may, at the Corporation's sole discretion, and in addition to the fee for the costs of all labor, materials, and equipment, charge a penalty of six (6) times the then-applicable base rate, and may apply upon each occurrence of a violation of this section. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Tariff. A penalty under this section is concurrent with and in addition to a penalty or fee incurred under any other provision in this Tariff.

7. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

***Sample Calculation:***

Total Contributions and Assets of the Corporation minus (-)  
 Accumulated Depreciation minus (-)  
 Outstanding Corporation Debt Principle minus (-)  
 Developer Contributions minus (-)  
 Grants received divided by  
 Total Number of Members / Customers equals = Average Net Equity Buy-In Fee

- a. Water Fee is \_\_\_\_\_

**Note: The Water Fee for oversized or Master Metered Accounts shall be based on the multiples of meter size equivalences. (See Chart in Subsection 16 below.)**

8. **Franchise Fee Assessment.** A fee of a percentage of the amount billed for water service may be assessed to each customer whose meter is located inside the corporate limits of a City, as required by the City's ordinance requiring a franchise fee.
9. **INTENTIONALLY DELETED**
10. **Information Copy Fee.** A fee for the copying of any public information may be charged to the person requesting that information in compliance with the cost rules of the [Texas Government Code Section 552.261](#) et. seq.

**11. Installation Fee.** The Corporation shall charge an installation fee for service as follows:

- a. **Standard Service** may include all:
- 1) Tap fee – all current labor and materials necessary to provide individual metered water service.
  - 2) Engineering fee.
  - 3) Legal fee.
  - 4) Customer Service Inspection fee.
  - 5) Administrative costs.
  - 6) Any additional site-specific equipment or appurtenances necessary to provide water service.

Standard service fees shall be charged on a per tap basis as computed once the application for service has been approved and prior to such time as metered service is installed.

- b. **Nonstandard Service** may include:
- 1) Facility improvement costs including, but not limited to, tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by Water Code, the Corporation, and as requested by the applicant;
  - 2) line and facility inspection fees;
  - 3) administrative costs including, but not limited to, contract administration costs, processing invoices, disbursement of checks to contractors;
  - 4) legal fees, including but not limited to, contract development, easements, water rights, permits, and CCN amendments for the area;
  - 5) engineering fees; and
  - 6) any additional site-specific equipment or appurtenances necessary to provide water or wastewater service as determined by the Corporation under the terms of Section F. of this Tariff (includes tap fees).
- c. **Standard and Nonstandard Service Installations** may include all costs of any pipeline relocations as per [Section E. 28. e.](#) of this Tariff.

**12. Late Payment Fee.** Once per billing period, a penalty of *see Rate and Fee Table Exhibit A* , shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period but shall be applied to any unpaid balance during the current billing period.

**NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. ([Texas Government Code Chapter 2251.021](#) and [Section E. 13.](#))**

**13. Line Extension Reimbursement Fee.** – An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area subject to a signed Nonstandard Application for Service and Reimbursement Agreement.

**14. Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

- a. The Membership Fee for water service is *see Rate and Fee Table Exhibit A* for each service unit.

- b. Membership fee for oversized or Master Metered Accounts shall be one Membership Fee per billing account.

**15. Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for “Tampering” as defined in [Section E. 22](#). The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate and is assessed in addition to the actual cost of the damages and repairs. A penalty under this section is concurrent and in addition to a penalty or fee incurred under any other provision in this Tariff.

**16. Monthly Charges.**

**a. Base Rate**

Water Service - The monthly charge for standard metered water service is for a 5/8" X 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger nonstandard meters in accordance with the following chart:

<b>Meter Size</b>	<b>5/8" x 3/4" Meter Equivalents</b>	<b>Monthly Rate</b>
5/8" x 3/4"	1.0	<i>See Exhibit A</i>
1"	2.0	<i>See Exhibit A</i>
1 1/2"	5.0	<i>See Exhibit A</i>
2"	8.0	<i>See Exhibit A</i>
3"	10.0	<i>See Exhibit A</i>
4"	25.0	<i>See Exhibit A</i>

- b. **Gallage Charge** - In addition to the Base Rate, a gallage charge shall be added at the following rates for usage during any one (1) billing period.

- 1) Water: *see Rate and Fee Table Exhibit A*
- 2) The Corporation may, as required by [Texas Water Code Section 5.701](#), collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water. This charge may be collected in addition to other charges for utility service. This fee may be collected on all charges pertaining to [Section G. 16. Monthly Charges](#) of this Tariff. [30 TAC 291.76\(d\)](#)
- 3) The Corporation, as a part of its billing process, may collect voluntary contributions on behalf of the Volunteer Fire Department and Emergency Medical Service entities. The Corporation may retain from the proceeds the lesser amount of five percent or the total administrative costs for billing,

collecting, and disbursing the voluntary contributions.

17. **Mortgagee/Guarantor Notification Fee.** The Corporation may assess a fee of *see Rate and Fee Table Exhibit A* for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See [Miscellaneous Transaction Forms](#).)
18. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J) Under the terms of [Section E](#) of this Tariff, a charge of *see Rate and Fee Table Exhibit A* shall be imposed on the affected account for the test. In the event the meter tests outside of the normal tolerances for metering, the Meter Test Fee shall be refunded to the Member.
19. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member, or the general public, may be charged to the recipient based on the cost of providing such service.
20. **Owner Notification Fee.** The Corporation shall assess a fee of *see Rate and Fee Table Exhibit A* per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service. (See [Miscellaneous Transaction Forms](#).)
21. **Reconnect Fee.** The Corporation shall charge a fee *see Rate and Fee Table Exhibit A* for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under [Section E. 1. b](#), Re-Service.
22. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water service is required to be paid under Texas law and TCEQ regulations. The Corporation, at its sole discretion, may pay this fee as a general expense to the Corporation or may impose this fee on the monthly fees collected on each bill then remit the collected fee as required. **NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. [TCEQ RG-199](#) revised Sept. 2017)**
23. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or nonnegotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of *see Rate and Fee Table Exhibit A* or the highest fee allowed by applicable law. (See [Miscellaneous Transaction Forms](#))
24. **Seasonal Reconnect Fee.** The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
25. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
  - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of

application.

- b. All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:

- (1) Provide cost estimates of the project;
- (2) to present detailed plans and specifications as per final plat;
- (3) to advertise and accept bids for the project;
- (4) to present a Nonstandard Service Contract to the Applicant; and
- (5) to provide other services as required by the Corporation for such investigation. A

Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See [Section F.5.](#))

**26. Service Trip Fee.** The Corporation may charge a trip fee of *see Rate and Fee Table Exhibit A* for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of health and safety violation, meter tampering, bypass or diversion of service; for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation may charge \$50.00 per employee per hour for each additional hour required.

**27. Transfer Fee.** A Fee of *see Rate and Fee Table Exhibit A* shall be assessed for the transfer of any membership.

**Section H**  
**DROUGHT CONTINGENCY PLAN**  
**439 Water Supply Corporation**  
**November 15, 2023**

**Section I: Declaration of Policy, Purpose, and Intent**

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the 439 Water Supply Corporation hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

**Section II: Public Involvement**

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board of Directors of 439 Water Supply Corporation by scheduling and providing public notice of a public meeting to accept input of the Plan.

**Section III: Public Education**

The 439 Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press release to local newspapers, radio, or television stations, mailed, hand delivered, 439 website or through bill inserts.

**Section IV: Coordination with Regional Water Planning Groups**

The service area of the 439 Water Supply Corporation is located within the Brazos G Regional Water Planning Group and a copy of this Plan has been provided to the Brazos G Regional Water Planning Group.

**Section V: Authorization**

The Director of Operations, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Director of Operations or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

**Section VI: Application**



The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the 439 Water Supply Corporation. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## **Section VII: Definitions**

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by 439 Water Supply Corporation.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

- h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

### **Section VIII: Criteria for Initiation and Termination of Drought Response Stages**

The Director of Operations or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on monitoring daily and monthly operating reports, water supply from water supplier or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached.

#### **Stage 1 Triggers -- MILD Water Shortage Conditions**

##### Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII – Definitions; Annually, beginning on May 1 through September 30 and may be implemented when one or more of the following exist throughout the year:

1. When water consumption has reached 80 percent of daily maximum supply for five (5) consecutive days.
2. When water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
3. When there is an extended period (at least eight weeks) of low rainfall and daily use has risen 20 percent above the use for the same period during the previous year.
4. When, pursuant to requirements specified in the 439 Water Supply Corporation wholesale water purchase contract with Bell County Water Control and Improvement District No. 1, notification is received requesting initiation of Stage 1 of the Drought Contingency Plan.

##### Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days and or receives information from WCID #1 has rescinded.

#### **Stage 2 Triggers -- MODERATE Water Shortage Conditions**

##### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

1. When water consumption has reached 85 percent of the amount available for five (5) consecutive days.
2. When the water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.

3. When, pursuant to requirements specified in the 439 Water Supply Corporation wholesale water purchase contract with Bell County Water Control and Improvement District No. 1, notification is received requesting initiation of Stage 2 of the Drought Contingency Plan.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

**Stage 3 Triggers -- SEVERE Water Shortage Conditions**

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

1. When water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
2. When the declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
3. When, pursuant to requirements specified in the 439 Water Supply Corporation wholesale water purchase contract with Bell County Water Control and Improvement District No. 1, notification is received requesting initiation of Stage 3 of the Drought Contingency Plan.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

**Stage 4 Triggers -- EMERGENCY Water Shortage Conditions**

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the Director of Operations, or his/her designee, determines that a water supply emergency exists based on:

1. When failure of a major component of the system or an event, which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.
2. When water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
3. When natural or man-made contamination of the water supply source.
4. When, pursuant to requirements specified in the 439 Water Supply Corporation wholesale water purchase contract with Bell County Water Control and Improvement District No. 1, notification is received requesting initiation of Stage 4 of the Drought Contingency Plan.
5. When other unforeseen events, which could cause imminent health or safety risks to the public.

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

**Section IX: Drought Response Stages**

The Director of Operations, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, or critical condition exists and shall implement the following notification procedures:

### **Notification**

#### Notification of the Public:

The Director of Operations or his/her designee shall notify the public by means of one or more of the following:

1. Publication in a newspaper of general circulation.
2. Public service announcements on radio and/or television stations.
3. Direct mail to each customer.
4. Hand delivery to each customer.
5. Posting on Corporation's website.
6. Electronic notice sent to each customer.

#### Additional Notification:

The Director of Operations or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

1. 439 Water Supply Corporation Board of Directors
2. Texas Commission on Environmental Quality
3. Major and/or Critical water users

### **Stage 1 Response -- MILD Water Shortage Conditions**

Goal: Achieve a voluntary 5 percent reduction in total water use.

#### Supply Management Measures:

439 Water Supply will reduce or discontinue flushing of water mains and encourage customers to conserve water through notices on bills.

#### Voluntary Water Use Restrictions:

- a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- b) All operations of the 439 Water Supply Corporation shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

**Stage 2 Response -- MODERATE Water Shortage Conditions**

Goal: Achieve a 10 percent reduction in total water use.

Supply Management Measures:

439 Water Supply will reduce or discontinue flushing of water mains and encourage customers to conserve water through notices on bills. If necessary, a flow restriction device will be installed at the meter.

Water Use Restrictions: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the 439 Water Supply Corporation.
- f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that

provided by the 439 Water Supply Corporation, the facility shall not be subject to these regulations.

- g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- h) The following uses of water are defined as non-essential and are prohibited:
  1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  3. use of water for dust control;
  4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
  5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

### **Stage 3 Response -- SEVERE Water Shortage Conditions**

Goal: Achieve a 15 percent reduction in total water use.

Supply Management Measures:

439 Water Supply Corporation will discontinue flushing of water mains. If necessary, a flow restriction device will be installed at the meter.

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

- a. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- b. Use of water to wash any motor vehicle, motor bike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 p.m. and between 6:00 p.m. and 10:00 p.m.
- c. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- d. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi type pools is prohibited.
- e. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- f. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

#### **Stage 4 Response -- EMERGENCY Water Shortage Conditions**

Goal: Achieve a 30 percent reduction in total water use.

Supply Management Measures:

439 Water Supply Corporation will discontinue flushing of water mains. If necessary a flow restriction device will be installed at the meter.

Water Use Restrictions: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- a. Irrigation of landscaped areas is absolutely prohibited.
- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

#### **Section X: Enforcement**

(a) No person shall knowingly or intentionally allow the use of water from the 439 Water Supply Corporation for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by Director of Operations, or his/her designee, in accordance with provisions of this Plan.

(b) The penalties for violations are as follows:

First Violation – a written notice of their specific violation will be issued to the customer / member.

Second Violation – The 439 Water Supply Corporation may install a flow restricting device in the customers service line to limit the amount of water that will pass through the meter in a 24-hour period. The cost of this shall be the actual cost to do the work and shall be paid by the customer.

Subsequent Violations – The 439 Water Supply Corporation may terminate service for up to seven (7) days and charge for the service call to restore service.

(d) Any employee of the 439 Water Supply Corporations, elected member of the Board of Directors or other employee designated by the Director of Operations, may issue a written notice to a person he/she reasonably believes to be in violation of this Plan. The written notice shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence.

**Section XI: Variances**

The Board of Directors of 439 Water Supply Corporation, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the 439 Water Supply Corporation within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Board of Directors of 439 Water Supply Corporation, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

Variances granted by the 439 Water Supply Corporation shall be subject to the following conditions, unless waived or modified by the Board of Directors of 439 Water Supply Corporation or his/her designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

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This Drought Contingency Plan was revised by the Board of Directors on November 15, 2023

x \_\_\_\_\_  
**Glen Grandy President of BOD**  
**439 Water Supply Corporation**



**Exhibit A: Rates and Fees Table***Effective January 1, 2024***Rates**

Base Minimum	\$45.00
0-10,000 Gallons	\$4.25 Per 1,000 Gallons
10,001-20,000 Gallons	\$5.00 Per 1,000 Gallons
20,001-40,000 Gallons	\$5.75 Per 1,000 Gallons
40,001+ Gallons	\$6.50 Per 1,000 Gallons

Plus TCEQ Regulatory Fee (.005 of water charge)

**Fees**

Confidentiality Request	\$5.00
Customer History Report Fee	\$20.00
Customer Service Inspection Fee	\$25.00
Late Payment Fee	\$25.00
Meter Test Fee	\$100.00
Mortgagee/Guarantor Notification Fee	\$25.00
Owner Notification Fee	\$5.00
Reconnect Fee	\$100.00
Returned Check Fee	\$35.00
Service Trip/Customer Service Investigation Fee	\$50.00
Transfer Fee	\$100

**Standard New Membership Fees**

2024 Impact/Equity Buy-in Fee	\$1560.00
Installation Fee (Labor & Equipment)	\$500.00
Installation Fee (Materials)	\$600.00
Membership Fee	\$540.00
<b>Total Standard New Member Meter Fee</b>	<b>\$3,200</b>

**Monthly Base Rate**

<b><u>Meter Size</u></b>	<b><u>5/8" x 3/4" Meter Equivalents</u></b>	<b><u>Monthly Rate</u></b>
5/8" x 3/4"	1.0	\$ 45.00
1"	2.0	\$ 90.00
1 1/2"	5.0	\$ 225.00
2"	8.0	\$ 360.00
3"	10.0	\$ 450.00
4"	25.0	\$ 1,125.00